

**AMENDMENT NO. 1
TO THE CONTRACT
BETWEEN
THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
DELOITTE CONSULTING LLP
FOR
APPLICATION DEVELOPMENT SERVICES
FOR THE
IDENTITY ACCESS MANAGEMENT PROGRAM**

This Amendment No. 1 (“Amendment No. 1”) to the Contract between the Texas Comptroller of Public Accounts (“CPA”), an agency of the State of Texas, and Deloitte Consulting LLP (“Contractor”) with offices located at 500 W. 2nd Street, Suite 1600, Austin, Texas 78701 is entered into by and between CPA and Contractor. For purposes of this Amendment, CPA and Contractor are sometimes collectively referred to as “the Parties” or individually as “a Party.”

I. Recitals

Whereas, CPA and Contractor entered into the Application Development Services (“Services”) for the Identity Access Management (“IAM”) Program Contract (“Contract”) on June 25, 2019 under the terms and conditions of the State of Texas DIR Contract DIR-TSO-4031; and

Whereas, CPA desires to close out Attachment A-1 of the Contract due to implementation timeline delays that are of no fault of Contractor; and

Now, therefore, the Parties hereby agree as follows:

II. Terms and Conditions

- A.** In accordance with Subsection 13.2(B) (Accepted Change Requests) of Attachment D (CPA’s PR) to Contract, CPA hereby closes out Attachment A-1 (Statement of Work No. 1) of the Contract. CPA’s desire to end Statement of Work No. 1 was communicated to Contractor on October 28, 2019 and is due to implementation timeline delays that are of no fault of Contractor. The Parties acknowledge that Services in the amount of \$621,180.00 have been performed by Contractor and accepted by CPA (*i.e.*, the first four milestones identified in Price Schedule No. 1 for Project No. 1 – Planning Phase, Analysis Phase, Design Phase and Build Phase 1) and that no additional compensation shall be paid to Contractor by CPA associated to Attachment A-1.
- B.** This Amendment shall not be construed against the party that has prepared the Amendment, but instead shall be construed as if all Parties prepared the Amendment.
- C.** This Amendment No. 1 represents the entire agreement between the Parties hereto concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations.
- D.** Except as expressly provided herein, all other provisions of the Contract remain unchanged and are in full force and effect and are ratified and affirmed by the Parties. By their execution and delivery of this Amendment No. 1 neither Party waives or releases any default thereunder.
- E.** If there is a conflict between the Contract and this Amendment, then the following shall control in this order of priority: (1) Amendment No. 1, and (2) the Contract.

III. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective Parties. This Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

In accordance with Section 2157.0685 of the Texas Government Code, this Amendment executed between Contractor and CPA is not valid unless the Texas Department of Information Resources first signs this Amendment.

This Amendment is executed to be effective as of the date of last signature. This Amendment is submitted to DIR under the terms and conditions of the State of Texas DIR Contract DIR-TSO-4031, dated February 22, 2018.

Texas Comptroller of Public Accounts

By: 

Lisa Craven
Deputy Comptroller

Date: 2-5-2020

Deloitte Consulting LLP

By: 

Eric Reeder
Managing Director

Date: 2/3/2020

Approved:

Texas Department of Information Resources

SOW ID# SOW-000016

By: 

Hershel Becker
Chief Procurement Officer

Date: 2/18/2020 | 2:34 PM CST