



# National Cooperative Purchasing Alliance

Solicitation Number 44-22 for  
Strategic Management Consulting Services

November 17, 2022



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November 17, 2022

National Cooperative Purchasing Alliance (NCPA)  
Region 14 Education Service Center  
Submitted via Bonfire

**RE: RFP # 44-22, Strategic Management Consulting Services**

To Proposal Evaluators of the NCPA and its Members:

BDO USA, LLP (BDO) understands that the NCPA and its members are seeking qualified firms to perform strategic management consulting services to government, education, and healthcare entities across the United States and Canada. You will need a firm that can provide the specific skill sets needed to manage and execute the services outlined in the RFP, as well as teams that can deliver the industry knowledge base and insights required to provide strategic value to your members.

As outlined in our RFP response, BDO can deliver these teams anywhere in the United States and Canada, exceptional leaders in their fields of specialization, and thoughtful program and project management. Our experience in these areas is evidenced by our strong capabilities, our understanding of the broad scope of services requested, and the relationships highlighted by our references.

Our public sector leaders will serve as points of contact for the NCPA and its members and will provide the engagement leadership needed to execute efficient and effective services. They bring experience managing complex governmental contracts and engagements, forming specialized teams from across our firm, and delivering exceptional client service to similar clients across the nation.

We are able to propose our qualifications and fees for the following services:

- ▶ Achieving a Better State of Health
- ▶ Building Infrastructure for the 21<sup>st</sup> Century
- ▶ Educating Citizens for the Future
- ▶ Resilience and Crisis Response
- ▶ Addressing Capital Productivity and Capital Management
- ▶ Transforming Back-Office Functions
- ▶ Driving Operational Transformations
- ▶ Managing Risk

Thank you for the opportunity to serve the NCPA and its members. Please feel free to reach out to your single point of contact, Nic Nunn-Faron, should you have any questions or require any clarifications regarding our submission. He can be reached at 314-889-1183 or [nnunn-faron@bdo.com](mailto:nnunn-faron@bdo.com).

Warm regards,

Andrea Espinola Wilson  
Partner



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**TAB 1 - MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**





National Cooperative Purchasing Alliance  
RFP # 44-22  
Strategic Management Consulting Services

Please see the following pages for the Master Agreement - General Terms and Conditions and our acknowledgement.

# **TAB 1**

## **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

**Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

**Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

**Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

**Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

**Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested



Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## **PROCESS**

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

### **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

### **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

### **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

### **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

### **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

### **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

### **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$1 billion dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

### **Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

### **Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

### **NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

### **Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

**Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

**Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## **EVALUATION CRITERIA**

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### **Pricing (40 points)**

#### Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

### **Ability to Provide and Perform the Required Services for the Contract (25 points)**

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

### **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

### **Value Added Products/Services Description, (8 points)**

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

### **Technology for Supporting the Program (7 points)**

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

## SIGNATURE FORM

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

BDO USA, LLP

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Company Name

8401 Greensboro Drive, Suite 800

---

Address

McLean

VA

22102

---

City

State

Zip

703-963-4275

---

Telephone Number

---

Fax Number

awilson@bdo.com

---

Email Address

Andrea Espinola Wilson

---

Printed Name

Partner

---

Position



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Authorized Signature

**TAB 2 - NCPA ADMINISTRATION AGREEMENT**





National Cooperative Purchasing Alliance  
RFP # 44-22  
Strategic Management Consulting Services

Please see the following pages for the NCPA Administration Agreement and the Acknowledgement of Contractor Requirements.

## TAB 2 NCPA ADMINISTRATION AGREEMENT

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This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and BDO USA, LLP (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 14-11, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Strategic Management Consulting Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

**Fees and Reporting**

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA’s costs and expenses for such audit.

**ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS**

National Cooperative Purchasing Alliance  
Organization

BDO USA, LLP  
Vendor Name

Matthew Mackel  
Name

Andrea Espinola Wilson  
Name

Director, Business Development  
Title

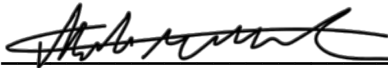
Partner  
Title

PO Box 701273  
Address

8401 Greensboro Drive, Suite 800  
Address

Houston, TX 77270  
Address

McLean, VA 22102  
Address

  
Signature

  
Signature

December 1, 2022  
Date

11/17/22  
Date



## TAB 3 - VENDOR QUESTIONNAIRE





National Cooperative Purchasing Alliance  
RFP # 44-22  
Strategic Management Consulting Services

Please see the completed Vendor Questionnaire on the following pages.

# TAB 3 VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

### Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

<input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Mariana Island
<input type="checkbox"/> Federated States of Micrones	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Guam	<input type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	



<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes       Maybe       No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

Yes       Maybe       No

**Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

Minority/Women Business Enterprise Respondent Certifies that this firm is a Minority / Women Business Enterprise       Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

**Small Business, MWBE and HUB Growth**

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

N/A, we are a recognized small, MWEB or HUB organization

No, we do not have any programs in place.

Yes, we have programs in place.

**Residency**

Responding Company's principal place of business is in the city of Chicago  
State of Illinois.

**Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

**Distribution Channel**

Which best describes your company's position in the distribution channel:

- Manufacturer Direct       Certified education/government reseller
- Authorized Distributor       Manufacturer marketing through reseller
- Value-added reseller       Other: Professional Services Provider

**Processing Contact Information**

Contact Person	<u>Andrea Espinola Wilson</u>
Title	<u>Partner</u>
Company	<u>BDO USA, LLP</u>
Address	<u>8401 Greensboro Drive, Suite 800</u>
City/State/Zip	<u>McLean, VA 22102</u>
Phone	<u>703-752-2784</u>
Email	<u>aewilson@bdo.com</u>

**Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes       No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No



**TAB 4 - VENDOR PROFILE**





### **Company's official registered name.**

The bidding company's official registered name is BDO USA, LLP

### **Brief history of your company, including the year it was established.**

When M. L. Seidman founded Seidman & Seidman on October 1, 1910, there were just over 2,000 accountants in the entire United States. Armed with an unfailing commitment to exceptional client service, the firm quickly expanded both its services and geographic reach across the country. In the early 1960s, alliances were created with like-minded firms in Canada and throughout Europe, and by the 1980s the global network had been established - and the firm was renamed BDO Seidman.

Today, the firm has grown to serve clients through more than 80 office locations nationwide. Today, BDO USA, LLP, a Delaware limited liability partnership, is the U.S. Member of BDO International Limited, a UK company limited by guarantee, which forms part of the international BDO network of independent member firms. Yet, no matter how large we become, we will continue to remain united under a common purpose: helping people thrive, every day.

### **Company's Dun & Bradstreet (D&B) number.**

BDO USA, LLP's D-U-N-S Number is 04-768-4840.

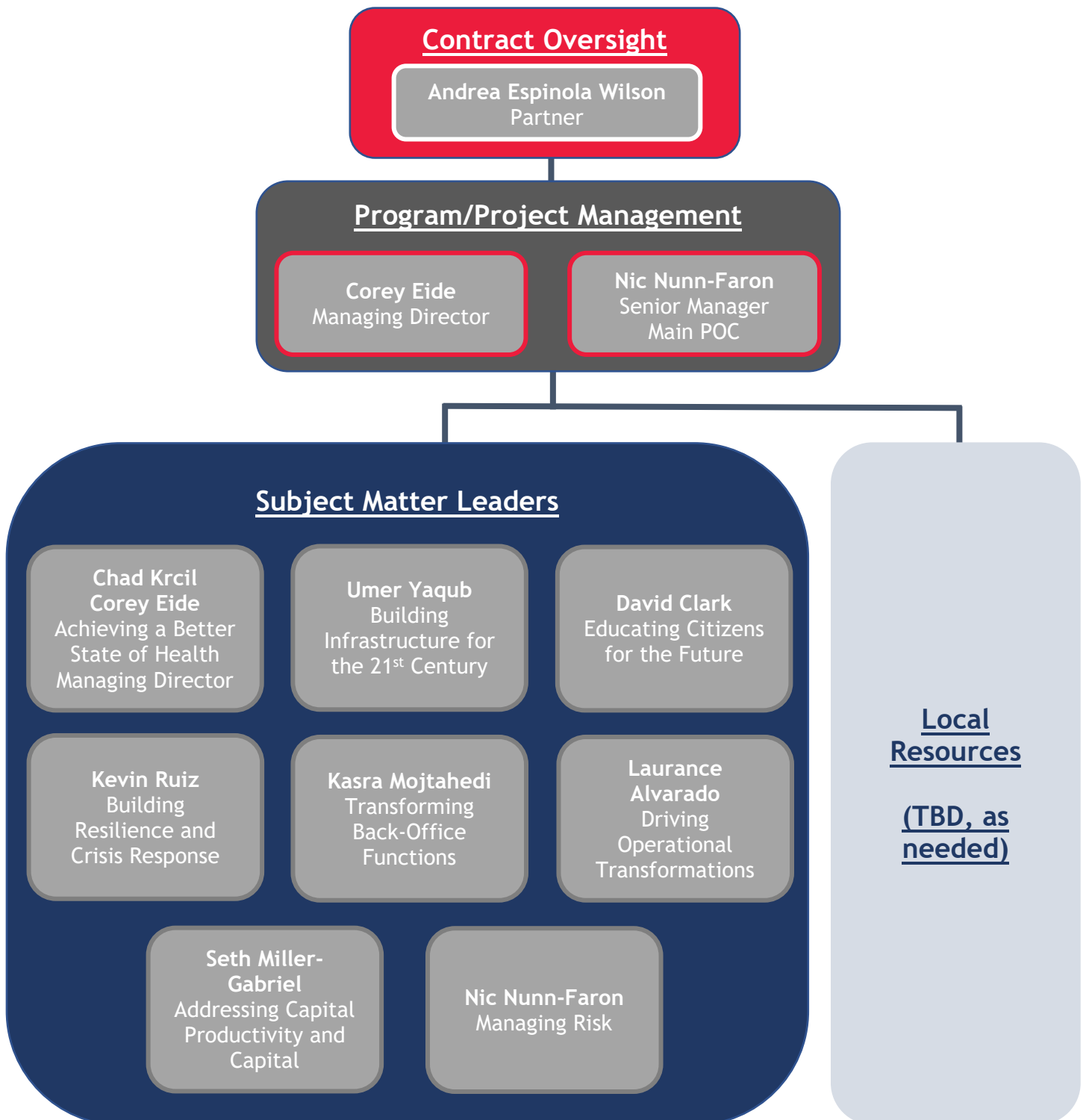
Since our financial statements are strictly confidential, Dun & Bradstreet (our credit rating provider) is unable to give BDO a complete credit rating, though other credit indicators in the November 2022 D&B report show our credit on par with business and industry standards.

### **Company's organizational chart of those individuals that would be involved in the contract.**

To best serve NCPA and its members, we are proposing a hybrid approach to staffing. Overall, the management and execution of the project will be overseen by BDO Partner, Andrea Espinola Wilson. Management of the MSA, including member requests for engagement contracts, will be managed by public sector industry specialists, Corey Eide, managing director, and Nic Nunn-Faron, senior manager, both of whom have significant experience managing multi-level contracts and advisory engagements serving public entities.

Nic and Corey will field engagement requests from members, will form a team to meet the specific scopes of work requested, and will work with the team to develop the most efficient, effective approach to serving each member. They will leverage the service line expertise of our subject matter experts, as well as the available local leadership and resources, as needed.

Please see the following pages for our organizational chart and the experience of our team leaders.





## **Contract Oversight**

### **Andrea Espinola Wilson**

*Managing Partner/National Leader Nonprofit and State/Local Government Advisory Services*

Andrea leads BDO's State & Local Government Advisory practice and advises organizations on a wide range of issues including compliance matters, cost allowability and recovery issues, cost accounting, procurement, and internal control and operational assessments. Andrea has assisted organizations respond to changing regulatory requirements and governmental audit inquiries and suspension and debarment proceedings. Her extensive experience includes a wide range of USG funding agencies and private foundations.

Andrea has presented at numerous conferences on such topics as regulatory compliance, internal controls, cost allowability, fraud prevention, risk assessments, and corporate governance. She is an accomplished finance and operations advisor with more than 18 years of experience providing leadership and improving compliance, financial, procurement, operations, human resource, budgeting and management systems. Her experience is achieving superior performance by designing and implementing operational systems and internal controls to reduce costs, increase efficiencies, accuracy and compliance.

## **Program/Project Management**

### **Corey Eide**

*Managing Director, State & Local Government Advisory Services*

Corey supports clients' investment in resilience. As Managing Director, State & Local Government Advisory Services, Corey serves clients by applying his experience in disaster preparedness, response, and recovery to the unique and increasing complexities of the emergency management sector. Corey's experience spans support to city, county, state, tribal, territorial, federal government and nonprofit organizations.

Corey has served communities across the United States ahead of disasters by leading catastrophic disaster planning projects, implementing Department of Homeland Security capacity building grants, and through the creation of numerous best practices resources. Corey has led national efforts to standardize emergency sheltering guidance and training, and the creation of planning templates to drive efficiencies for local government. Through these efforts, Corey is adept at applying a whole of community approach by bringing all sectors together to solve complex challenges.

In the immediacy of response to disasters, Corey has supported communities experiencing disasters from wildfires in California, floods in the Mid-West, and hurricanes along the Gulf Coast. Corey has routinely served in liaison and technical assistance roles. Corey has designed new programs, program controls, and has overseen the allocation of hundreds of millions of dollars in direct assistance to affected households. Navigating recovery, Corey has overseen community grants programs, disaster case management, financial assistance, and reconstruction of homes. These dimensions have required creative collaboration across public, private, and nonprofits to addressing overwhelming need following major disasters. Corey also previously served on FEMA's Recovery Support Function Leadership Group.

Corey is dedicated to superior client experience and strong partnerships. Corey sees client experience as the foundation of service and has developed partnerships within all levels of government, community-based organizations, faith-based organizations, the private sector, foundations, international NGOS, and the United Nations. Corey also serves as a Senior Fellow at the Disaster Resilience Leadership Academy at Tulane University.



Nic Nunn-Faron, CEM, CSP, CBCP

*Senior Manager, State & Local Government Advisory Services*

Nic serves as Senior Manager, where he has the opportunity to apply varied experience in policy development, planning, risk management, and grants administration to meet the resilience and sustainability needs of public, private, and nongovernmental agencies throughout the United States. Over the past 10 years Nic has been charged with the management and oversight of engagements for city, county, state, tribal, territorial, federal government, higher education, and nonprofit organizations.

Nic has managed over a half dozen COVID-19 engagements with state and local governments, developing the strategy, management infrastructure, and oversight for their Stimulus Funds.

He serves as a key resource for the firm's Environmental, Social, and Governance (ESG) Advisory capability development team, where he is able to utilize his background in sustainable development and enterprise risk management in order to advance our clients' goals in becoming more resilient against, and better stewards of, the environment and society. His primary area of focus is in utilizing sustainability reporting principles to assist jurisdictions in implementing infrastructure and development strategies.

Prior to joining BDO, Nic supported program management operations for local municipalities, led technical response operations following natural disasters, served as an agency field liaison to FEMA, coordinated with the United Nations cluster system, and responded as part of over a dozen emergency operations throughout the United States and abroad.

**Building Infrastructure for the 21<sup>st</sup> Century**

Umer Yaqub

*Director, Infrastructure Advisory & P3*

Umer co-leads the firm's Public-Private Partnerships (P3) team based in New York. He has more than 17 years of experience in P3s, project finance, and infrastructure advisory. Umer has advised on major infrastructure projects and executed transactions across a wide range of asset classes including social infrastructure projects - schools, housing, and hospitals - and projects in the broader arena of economic and environmental infrastructure - water, energy, power, transit, airports, roads and ports. He has advised public sector clients on the development of public-private partnership programs and projects, working through the complete transaction lifecycle from project inception through debt arrangement and project management. Umer has advised and executed more than 45 infrastructure projects, cumulatively valued above \$25 billion.

**Addressing Capital Productivity and Capital Management**

Seth Miller Gabriel

*Director, Valuation & Capital Market Analysis, P3/Infrastructure Analysis*

Seth is the co-lead of the firm's Public-Private Partnerships (P3) team based in Washington, DC. For more than 17 years Seth has been a leader in the public-private partnership, innovative project delivery and project governance structuring field. He has advised public owners, private sector partners or been the public owner in nearly every jurisdiction active in the P3 space in the United States. Seth has also advised countless foreign governments and organizations in the creation of P3 government units.





He joined BDO from AIAI, the national P3 trade association in the United States where he serviced as Director of Programs and Initiatives. Prior to AIAI, Seth was appointed as the first Executive Director of the Office of Public-Private Partnerships for the District of Columbia. Prior to this appointment he was a P3 adviser and Director of Operations for the Institute for Public-Private Partnerships (IP3). Before joining the IP3 team, Seth was with the Jacobs' National Transportation Consultancy team. As an independent consultant before Jacobs, he assisted national and international private sector firms with entering the Public-Private Partnerships market. Prior to undertaking independent consulting, he was the Deputy Executive Director of the National Council for Public-Private Partnerships (NCPPP), a nonprofit organization in the United States focused solely on increasing usage of the partnership model. Before serving the P3 community at the NCPMP, Seth was a member of Big Four's Global Infrastructure and Project Group.

Beyond serving as an advisor to private sector firms in every sector and governments at all levels, Seth has worked to professionalize the P3 field. He has co-authored works on the topic, has spoken at both domestic and international events, hosted countless foreign delegations with the State Department Visitation Program, and is currently teaching a graduate level course on P3s at the American University.

### **Achieving a Better State of Health**

Chad Krcil

*Managing Director, Healthcare Regulatory Reimbursement Reporting Leader*

Chad has over 30 years of national healthcare finance experience focused on Medicare and Medicaid reimbursement strategies, including process transformation, project management, revenue management improvement implementation, and implementation of CMS regulations to transform delivery of healthcare reimbursement based on quality of care.

Chad's consulting career has led to projects with large healthcare systems, academic medical centers, critical access hospitals, and post-acute care entities. Chad combines his consulting experience with his background of having worked in health systems and with Medicare Audit Contractors (MAC). His focus with these organizations has centered around processes to improve Medicare financial margins, recover underpayments, reduce audit and compliance risks, and identify reimbursement opportunities through collaboration between key elements of the financial operations of the health system and the revenue cycle and reimbursement teams.

Through this experience, he has developed a strong understanding of reimbursement and payment issues and develops strategies to ensure providers are improving their processes and reducing revenue leakage.

### **Educating Citizens for the Future**

David Clark

*Managing Director, Nonprofit and Education Advisory Services*

David Clark is a Managing Director and national higher education advisory leader in BDO's Nonprofit and Education Advisory Services practice. He advises organizations on a wide range of issues including matters of campus strategy, Title IX compliance, asset management, risk management, and internal control and operational assessments. His work includes extensive experience supporting colleges and universities, non-profits, research institutions, and government contractors.



David offers more than 13 years of experience providing guidance and support for organizations of all sizes in improving compliance, governance, operations, and risk management activities. He often works with clients to evaluate and enhance business processes and control environments, as well as evaluating compliance with federal regulations governing research activities (both financial and operational). He has supported colleges and universities in a number of roles, including serving as co-sourced and outsourced internal audit, leading compliance and risk assessments, supporting and responding to government audits, and providing advisory services to enhance process efficiency and effectiveness.

### **Transforming Back-Office Functions**

Kasra Mojtahedi, CPA

*Partner, Strategy & Transformation*

Kasra is a Partner within BDO's Industry Specialty Services and leads the Strategy & Transformation practice. With over a decade of direct management consulting experience for project-based and service-centric organizations, his industry knowledge on strategic planning, organizational structures, major end-to-end business processes, functions, and systems enables him to quickly identify inefficiencies and develop solutions.

Kasra has successfully led numerous large-scale enterprise/digital transformation and strategy engagements, driving operational efficiency and effectiveness. His experience includes playing key roles on some of the largest and most successful transformation efforts in the market.

He has assisted executives from Fortune 500 corporations and global institutions with design, implementation, and integration of industry best practices and enterprise systems to streamline and automate processes, restructure organizational designs, achieve compliance, and drive high performance. He has successfully managed selection and implementation of multiple enterprise business applications with fully integrated business process improvement and organizational change management components.

As a CPA who has always worked with project-based organizations, Kasra has a deep knowledge of industry's financial reporting, disclosure, cost accounting, and federal compliance requirements such as FAR, DFARS, and CAS.

### **Driving Operational Transformations**

Laurance Alvarado

*Managing Director, Industry Specialty Services*

Laurance serves as a Managing Director in BDO's Industry Specialty Services Practice. He has extensive entrepreneurial experience, as well as a variety of consulting expertise. His experience includes leading the strategy, development, and implementation of a governance framework, organization, and information technology requirements for a new city to rival the size and scope of Hong Kong and Singapore and creating an innovation hub, which led to structured plans, budgets, enterprise architecture and implementation strategies and the design of 30 organizations, hundreds of processes, and thousands of procedures and laws to catalyze economic development, improve social harmony, retain cultural identity, and increase innovation.

He has developed strategy, market entry and coordinated thought leadership into Government and Public Service and Healthcare; benchmarked innovations against standards such as the Commitment for



Development Index, Transparency International, private investment attractiveness, agriculture development index, Code of Good Practices for Fiscal Transparency, Competition Policies in Emerging Markets, Commitment to Health Index, Social Sustainability Metrics, and other indices and best practices; and created an Administrative Authority to include all central management, information technology requirements and headquarters functions to include: One Stop Shops; Regulatory entities; Judiciary; Court Systems; Economic Development Board; and all operational functions to run a large city.

Additionally, Laurance has created global innovation accelerator for Big 4 consulting firm, which included: Case Management Center of Excellence; GlobalTrade Management; Border and Transportation Security; Health Care; and Economic Development Zones. Incubated multiple solutions and products and created unique mission-oriented solutions, which could be configured for client needs.

## **Resilience and Crisis Response**

### **Kevin Ruiz**

*Director, Enterprise and Risk Resilience*

Kevin is a risk management professional with over 18 years of experience in developing sustainable processes and programs to identify, measure, manage, and report on risk for clients in the public, education, and healthcare sectors.

Kevin has extensive experience in assessing, implementing, and optimizing risk and enterprise risk management (ERM) programs and processes, business continuity and disaster recovery. Kevin has worked with clients through risk identification and assessment, risk management and treatment (both insurable and uninsurable), hedging, table-top and stress testing, and real-time crisis management for cybersecurity and ransomware events, K&R, country and political risk, major transactions and changes of ownership, and natural disasters.

## **Managing Risk**

### **Nic Nunn-Faron, CEM, CSP, CBCP**

*Senior Manager, State & Local Government Advisory Services*

Nic serves as Senior Manager, where he has the opportunity to apply varied experience in policy development, planning, risk management, and grants administration to meet the resilience and sustainability needs of public, private, and nongovernmental agencies throughout the United States. Over the past 10 years, Nic has been charged with the management and oversight of engagements for city, county, state, tribal, territorial, federal government, higher education, and nonprofit organizations.

Nic has managed over a half dozen COVID-19 engagements with state and local governments, developing the strategy, management infrastructure, and oversight for their Stimulus Funds.

He serves as a key resource for the firm's Environmental, Social, and Governance (ESG) Advisory capability development team, where he is able to utilize his background in sustainable development and enterprise risk management to advance our clients' goals toward becoming more resilient against, and better stewards of, the environment and society. His primary area of focus is in utilizing sustainability reporting principles to assist jurisdictions in implementing infrastructure and development strategies.



Prior to joining BDO, Nic supported program management operations for local municipalities, led technical response operations following natural disasters, served as an agency field liaison to FEMA, coordinated with the United Nations cluster system, and responded as part of over a dozen emergency operations throughout the United States and abroad.

### Corporate office location.

- List the number of sales and services offices for states being bid in solicitation.
- List the names of key contacts at each with title, address, phone and e-mail address.

Should BDO be awarded an MSA contract, it will be managed at the program/project level within our Greater Washington D.C. office: 8401 Greensboro Drive, Suite 800, McLean, VA 22102.

The main contact for NCPA and its members will be:

Nic Nunn-Faron, Senior Manager  
314-889-1183  
nunn-faron@bdo.com

### Define your standard terms of payment.

Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1 percent per month or the maximum amount permitted by law.

### Who is your competition in the marketplace?

BDO has more than 8,200 client service personnel and we are committed to responsible growth. BDO is one of the nation's leading accounting and advisory firms and has been placed in the top five of the 2023 Vault Accounting 25, a ranking of the 25 best accounting firms to work for by Firsthand.co. This pre-eminent source for employer and university rankings for in-demand candidates found BDO to be the fourth best overall accounting employer for the third consecutive year and the sixth most prestigious. As such, on a macro level, BDO's competitors typically include some of the largest accounting and advisory firms around the globe.

However, understanding that sometimes, our clients are in various stages of growth and face unique problems attributable to their industries or with respect to their size, etc., we also tailor our services according to their goals. When developing customized solutions, our competitive landscape can certainly widen to more niche advisory services.

When we customize for niche services, we are proud to share our Alliance Firm's. BDO Alliance USA is among the industry's largest associations of accounting and professional service firms. With more than 750 independent Alliance firm locations, the Alliance represents nearly every state and includes a comprehensive range of services. Member firms are fully autonomous, united in mindset, caliber of service, and spirit of collaboration, to the benefit of all involved - BDO and its clients, Alliance members and their clients.



## What differentiates your company from competitors?

BDO is poised to efficiently and effectively deliver the wide array of services required by the diverse members of the NCPA. Guided by our successful program and project management approach, our firm can leverage our national and international resources—which include local leadership and national specialists in the services requested, as well as those with experience in public sector, healthcare, and education—to employ the right teams to meet the needs of member firms wherever they may be located.

### National Presence

BDO USA has been recognized as a premier accounting, tax, and advisory organization for our exceptional client service; experienced, accessible service teams; focus on quality and efficiency; and our ability to adapt to, and navigate successfully in, a changing marketplace.

Founded as Seidman & Seidman in New York City in 1910, the firm has grown to serve clients through more than 80 office locations nationwide. Today, BDO USA, LLP, a Delaware limited liability partnership, is the U.S. Member of BDO International Limited, a UK company limited by guarantee, which forms part of the international BDO network of independent member firms.



### BDO USA, LLP

**\$2.49** billion Revenues

**38%** Assurance    **35%** Tax    **27%** Advisory and Other

**820** Partners    **9,671** Client Service Personnel    **80+** Offices  
**11,270** Total Personnel



**International Presence**

BDO’s seamless global approach allows us to serve clients through a central point of contact, granting access to relevant experience across borders to be where and when our clients need us.

BDO’s strength is derived from our structure as a cohesive global network and dedication to internal integration. In each country, BDO firms are composed of people who are knowledgeable about national laws and business customs, and familiar with local and international business methods. As our clients expand globally, our access to BDO firms internationally can help them do business with a depth of experience in international matters, significant resources, and international client service capabilities.

**BDO INTERNATIONAL**

**\$11.8** billion Revenues

**42%** Accounting & Auditing    **22%** Tax    **36%** Advisory (Consulting, Corp. Fin., Other)

**7,234** Partners    **76,467** Professional Personnel    **164** Total Personnel  
**95,000+** countries & territories

**5<sup>th</sup> largest accountancy network in the world**

**1,700+** offices

\*Including exclusive alliance of BDO Member Firms  
Statistics for the year ended September 30, 2021.





## Understanding the Needs of NCPA Members

BDO brings, as demonstrated in our response to Tab 5, extensive experience providing the services requested in the RFP, as well as a successful history in program and project managing MSA, and similar, contracts. As an industry-focused professional services provider, we can deliver the specific knowledge and insight needed to assist your public sector, education, and healthcare members in meeting their operational and management goals.

### BDO Knows Public Sector

BDO is a valued business advisor to approximately 4,000 agencies in the public sector, with asset sizes ranging from \$500,000 to approximately \$10,000,000,000. Our professionals deliver hands-on experience and technical skills to address each of our clients' distinctive needs. We serve a wide range of clients in this space, including:

- ▶ Airport authorities
- ▶ Capital assets
- ▶ Central coordination
- ▶ Convention center
- ▶ Customer facility charges
- ▶ Debt / financing
- ▶ Economic development
- ▶ Energy production and distribution
- ▶ Fiduciary fund
- ▶ Financial statement review / disclosures
- ▶ General fund
- ▶ Health / Medicaid
- ▶ Housing finance
- ▶ Information systems
- ▶ Lottery
- ▶ Municipal utilities
- ▶ Nursing homes
- ▶ Parks and recreation
- ▶ Passenger facility charges
- ▶ Payroll
- ▶ Pooled cash and investments
- ▶ Port authorities
- ▶ Procurement
- ▶ Proprietary fund
- ▶ Public schools
- ▶ Public works
- ▶ Retirement plans / OPEB
- ▶ Risk and insurance
- ▶ Sports commission
- ▶ Taxes and revenue
- ▶ Tobacco settlement
- ▶ Transportation
- ▶ Unemployment compensation
- ▶ Public universities
- ▶ Water / sewer

### BDO Knows Higher Education

As a result of reduced government funding, many institutions of higher education have raised tuition and fees, leaving students and families scrambling to finance the cost of education. Meanwhile, the recent proliferation of online programs is changing the higher education competitive landscape, giving rise to new and complex regulations as well as compliance issues. Universities are well aware that falling into non-compliance can be one of the fastest ways to tarnish their reputations. BDO's Nonprofit and Education practice advises on governance practices that make public and private universities compliant and competitive. BDO also manages mergers, acquisitions, and partnerships, performing due diligence services



and advising on tax exemption in the United States. Internationally, businesses benefit from BDO's global reach; our professionals help institutions considering opening overseas campuses establish operations and remain in compliance with regulations in multiple countries.

BDO understands the multiple challenges higher education institutions face—from improving asset efficiency and raising board effectiveness to tightening risk management and adjusting to stricter regulatory and reporting requirements. BDO's Nonprofit & Education practice combines extensive experience serving higher education clients with a deep appreciation for the balancing act these institutions must execute to maintain financial health and achieve their educational objectives in an environment of increasing regulatory scrutiny.

From small private colleges to large state-funded universities, we offer a breadth of integrated services tailored to our clients' individual requirements. Whether you're looking for advice on your Form 990 filing, the handling of unrelated business income, reserve and investment policies, Single Audits, or board governance issues, our professionals have the depth and breadth of experience to help you address your most pressing concerns.

#### Services We Provide to the Education and State & Local Sectors

- ▶ Infrastructure advisory and P3
- ▶ Grants management and integrity monitoring
- ▶ Resilience and crisis response program advisory
- ▶ Risk management
- ▶ Compliance reviews and reporting to federal, state, and city funding sources
- ▶ Program, contract, and financial assessments and management
- ▶ Strategic planning and organizational development and transformation
- ▶ Financial audits and Uniform Guidance compliance audits
- ▶ Intermediate sanctions studies/compensation surveys
- ▶ Development of accounting and compliance manuals
- ▶ Compliance reviews of fundraising reporting and allocation procedures
- ▶ Program monitoring and evaluation
- ▶ Data analytics services including data governance, data warehousing, and business intelligence
- ▶ Structuring of complex, multi-entity organizations
- ▶ Charities' registration and related forms
- ▶ Timely updates on issues affecting Education and State & Local organizations
- ▶ Mock tax audits and other tax compliance reviews
- ▶ Budget preparation and training of client staff in preparing budgets
- ▶ Computer installation and design of custom systems
- ▶ Outsourced financial services

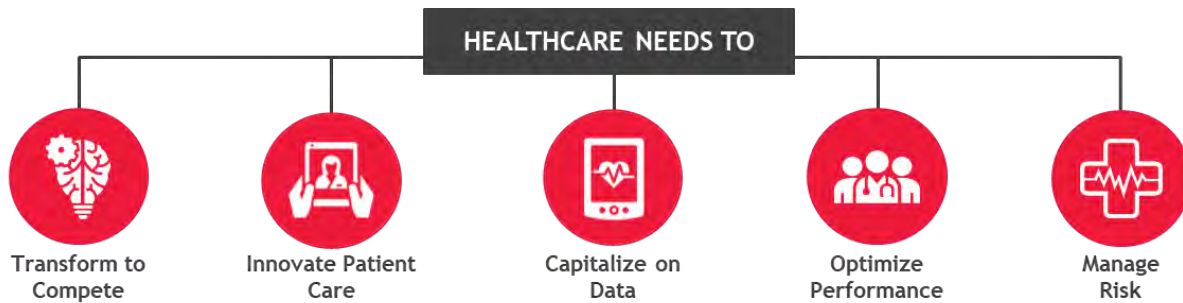




**BDO Knows Healthcare**

The power of industry experience is perspective—perspective we use to help our clients leverage their own capabilities and resources. Our experience and insight extend across the healthcare continuum. BDO’s national team of professionals offers the hands-on experience and technical skill to address the distinctive business needs of our healthcare clients. We supplement our technical approach by analyzing and advising our clients on the many elements of running a successful healthcare organization. BDO understands the unique accounting, financial, and advisory requirements that deserve experienced attention in the healthcare sector. Working with our clients, our knowledgeable partners and staff can help resolve issues and design approaches to yield more productive operations. Through years of working in this sector, our professionals have developed a significant capability and fluency in the general accounting and business issues that may face healthcare organizations, including:

- ▶ Acute Care Hospitals and Health Systems
- ▶ Home Health and Palliative Care
- ▶ Physician and Dental Organizations
- ▶ Fertility and Family Planning Clinics
- ▶ Health Plans, HMOs, and Managed Care Organizations
- ▶ Long-Term Care
- ▶ Social Health Services



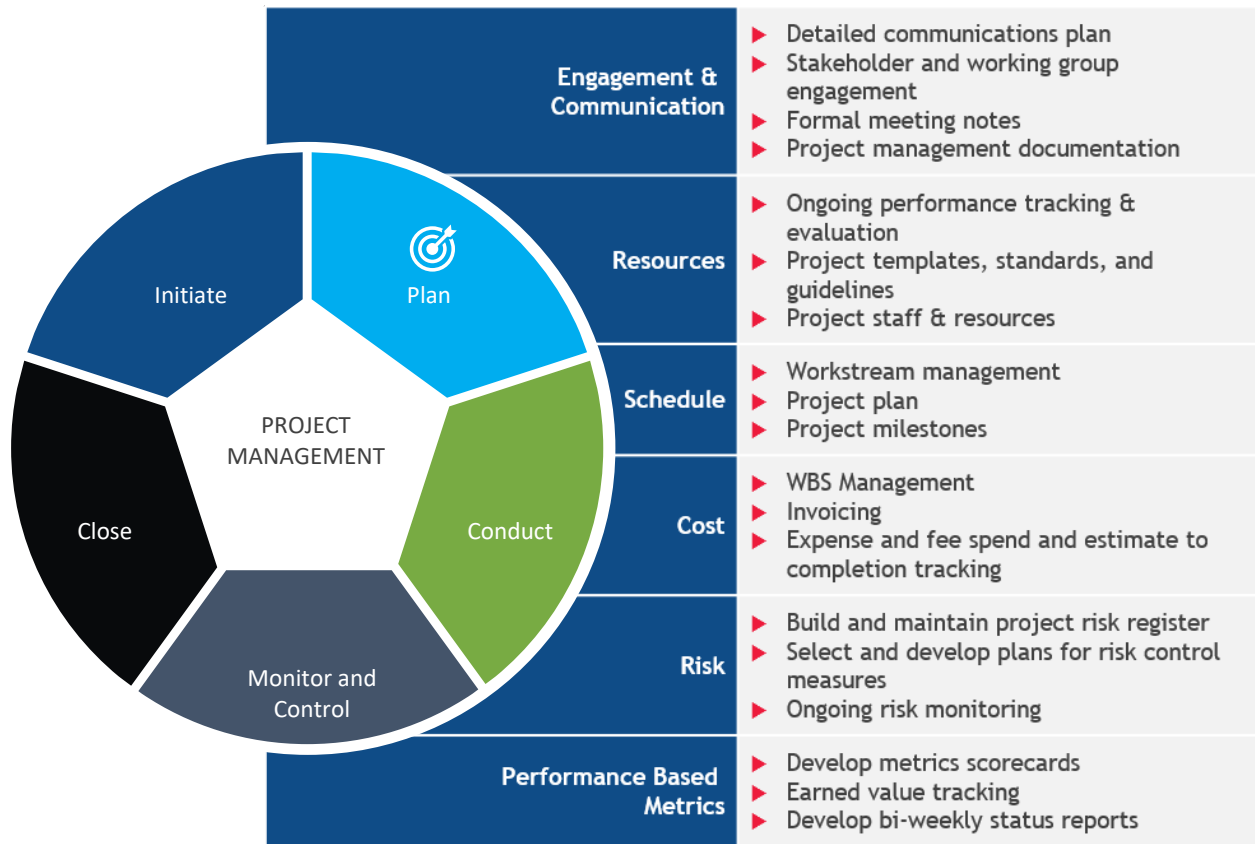
**Program and Project Management Approach**

BDO has built a record of success in project delivery by leveraging strong project management skills, broad development experience, and diversified toolsets. We leverage cloud-based PM tools to digitally manage projects, saving time and allowing for enhanced collaboration with key project stakeholders. BDO follows a structured project control methodology that provides Kalamazoo with a proven approach to delivering projects on time, within budget, and to documented requirements. As with most modern project management methodologies, BDO has based its approach on industry best practices, and follows the guidelines instituted through the Project Management Institute’s Project Management Body of Knowledge (PMBOK). BDO tailors its process to meet organizational needs, which are further refined on a project-by-project basis.

The BDO team establishes a quality assurance project foundation to ensure that clear objectives are established and inform the quality assurance team that the infrastructure is in place to successfully monitor, evaluate, and enforce the key components of the project.



The BDO project management process will utilize PMI standards and procedures, project management industry best practices, and lessons learned from a vast number of other projects managed by BDO.



**Describe how your company will market this contract if awarded.**

Generally, the firm will not market the MSA itself following award. If contracted by a member for a specific engagement, we would market subsequent engagement contracts with specific members to the extent acceptable to each member of the cooperative.

**Describe how you intend to introduce NCPA to your company.**

BDO views this RFP response as our initial opportunity to introduce our firm and its capabilities to NCPA and its members. We anticipate that members will view our experience, knowledge base, and commitment to client success favorably, and we hope to have the opportunity to elaborate on our processes, skilled professionals, and our ability to serve the members as contract requisitions or further requests for proposals arise. Should NCPA provide additional avenues for BDO to communicate the value we can provide, please let us know how we can become involved.



**Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.**

As a professional services firm, this question is not applicable to BDO.

**Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)**

BDO will provide a single point of contact for NCPA and its members:

Nic Nunn-Faron, Senior Manager  
314-889-1183  
nunn-faron@bdo.com

**Green Initiatives (if applicable)**

At BDO USA, we have always said that our business, at its core, is about helping people thrive every day—our core purpose; a purpose that defines our culture, our business strategy, and is at the heart of everything we do. Our commitment to sustainability is integral to this purpose and is an investment in the strength of our culture, the resilience of our business, and the future of our planet.

In order to thrive, we’ve aligned purpose with action, doubling down on our commitment to advance Environmental, Social, and Governance (ESG)—investing in the priorities of our stakeholders and doing our part to operate within the limits of the world’s ecosystems.

We believe the idea of “doing well by doing good” is a business mandate—one that drives value both in business and in life. BDO, and all organizations, must take meaningful action to be a needed force of change for good. We all have a role to play in protecting, preserving and renewing our resources, and bettering our society—so that the way we live our lives today does not negatively impact future generations.

As leaders in the middle market, we recognize that we are uniquely positioned to make a significant impact—leading with purpose and integrating ESG into our culture and operations. At the same time, we are helping our clients build long-term resilience by integrating ESG into their own business practices.

**A Top Priority**

ESG is a top firm priority and a key component of BDO’s strategic vision for the future. We are committed to integrating sustainable business practices into everything we do, and we believe that doing so will optimize the value and benefit that ESG stewardship brings to all our stakeholders.

To accomplish this, the firm has named Executive Team Member and BDO Partner Christopher Tower as BDO USA’s ESG Strategy and Services Leader to oversee both the firm’s internal integration of sustainable practices and the ESG solutions we provide our clients.

We’ve established an ESG Leadership Team and a dedicated ESG Center of Excellence, comprising professionals with deep ESG knowledge, to oversee BDO’s ESG journey and help our clients address their own ESG-related needs.



As a professional services firm, we are in the process of understanding the priorities most relevant to our industry and most material to our stakeholders. To do so, BDO is conducting a gap analysis and materiality assessment to serve as the foundation for our ESG strategy. We estimate the completion of the materiality assessment and gap analysis to be Summer 2022, with BDO's ESG strategy and implementation roadmap to follow in Fall 2022.

As a firm that has long been focused on leading with purpose, we have well-established foundation upon which to build our ESG strategy. We are working hard to take the critical steps necessary to make our ESG goals and related actions most impactful and meaningful. Our strategic plan, targets, and progress toward those goals will be reported on in our inaugural impact report, which we aim to publish in early 2023.

### Green Initiative

As the firm continues to demonstrate its eco-consciousness through its procurement practices and local office construction and design, nearly all our local offices now have some form of a green program including recycling/composting, waste minimization, or energy reduction. One of our firm's BDO Green initiative's central goals is to drastically reduce paper consumption by hosting green meetings and conferences. So, when BDO USA released its updated International Directory last year, not a single copy was printed. Rather, the entire directory was released electronically. The change saved tens of thousands of pages. Recent firm conferences have also cut paper consumption by about 95 percent, simply by converting paper participant guides to event apps. That's a savings of 1100 participant guides - or 60,500 sheets of paper.

### Climate

As a member of the Net Zero Financial Service Providers Alliance, BDO USA, alongside the entire BDO global network, has committed to achieving net-zero greenhouse gas emissions by or before 2050—and halving our emissions by 2030—in alignment with the Paris Agreement.

We are undergoing a greenhouse gas (GHG) assessment, working to quantify our Scope 1, 2, and 3 emissions, while at the same time evaluating carbon mitigation strategies. As we progress, we will share, monitor, and report on our decarbonization plan and methodology, which will be verified by the Science Based Target initiative. We anticipate our GHG assessment will be completed by Fall 2022, with a plan for decarbonization to follow soon thereafter.

### Supplier Sustainability

We are in the process of developing a supplier code of conduct, which includes environmental, social and governance criteria, along with a process by which suppliers must affirm compliance annually. We aim to have this in place by early 2023.

Additionally, we assess the environmental policies of our suppliers during our procurement process. The quality and extent of suppliers' sustainability actions and certifications are assessed and contribute to the decision to award business.

### Anti-Discrimination Policy (if applicable) Describe your organizations' anti-discrimination policy.

Please see the following page for a copy of our policy.



**A NOTICE AND INVITATION TO ALL EMPLOYEES AND APPLICANTS**

Wayne Berson, CEO

**AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

BDO USA, LLP has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to assure that:

- a. Persons are recruited, hired, assigned and promoted without regard to sex, race, color, age, gender, religion, national origin, ethnicity, citizenship, military service, marital status, pregnancy, sexual orientation, gender identity, gender expression, physical or mental disability, genetic information, or any other legally protected characteristic.
- b. All other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to sex, race, color, age, gender, religion, national origin, ethnicity, citizenship, military service, marital status, pregnancy, sexual orientation, gender identity, gender expression, physical or mental disability, genetic information, or any other legally protected characteristic.
- c. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have: (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity or (4) exercised any other right protected by federal, state or local law requiring equal opportunity.

I have appointed Charis Runnels, Associate General Counsel, to take on the responsibilities of the Director of the Affirmative Action Program. In this role, she will be responsible for the day to day implementation and monitoring of this Affirmative Action Plan. As part of that responsibility, she will periodically analyze the Company's personnel actions and their effects to ensure compliance with our equal employment policy.

If you, as one of our employees or as an applicant for employment, have any questions about this policy or would like to be considered under our Affirmative Action Plan, please contact Charis Runnels during regular business hours (330 N. Wabash, Suite 3200, Chicago, Illinois 60611; crunnels@bdo.com; or 312-240-3320).

I have reviewed and fully endorse our Affirmative Action and Equal Employment Opportunity program. In closing, I ask the continued assistance and support of all of the Firm's personnel to attain our objective of equal employment opportunity for all.

Sincerely,

Wayne Berson  
Chief Executive Officer

**This Affirmative Action Program is effective from 10/01/22 to 9/30/23**



### Vendor Certifications (if applicable)

BDO USA, LLP (BDO) is registered for a variety of business purposes with various state and local government entities located throughout the entire U.S. As a firm with a large national presence, the provision all of our licenses would be too voluminous to include in this document. We would be happy to provide any required license to NCPA or its members should the need arise. We do not anticipate any limitations to providing management consulting services across the U.S. since:

- ▶ BDO is registered with each state's Secretary of State office to do business in all states within the U.S.
- ▶ While not generally necessary to provide management consulting services, we want to highlight that BDO is also registered as a CPA firm in all states except Alabama (which does not allow a firm license without a physical office presence).
- ▶ BDO also maintains many state and local business licenses throughout the U.S.



## TAB 5 - PRODUCTS AND SERVICES





## Achieving a Better State of Health

The BDO Center for Healthcare Excellence & Innovation brings together the best minds from different disciplines. Together we think of new ways to address challenges and seize opportunities in healthcare.

Our practice brings together healthcare leaders with deep industry experience across financial, clinical, operational, data analytics, and legal disciplines. BDO is committed to a distinctive collaborative culture that breaks down barriers, builds bridges between disciplines for robust organizational change, and creates seats at the table for all parties.

We leverage insight and experience across all aspects of the healthcare industry to help organizations anticipate change. This allows them to overcome the many hurdles associated with risk-based reimbursement, policy change, and clinical outcomes. We help our clients find new opportunities to improve performance in the short term as well as achieve long-term transformational change.

### BDO Center for Healthcare Excellence & Innovation Professionals

- ▶ Regulatory and Law Enforcement Specialists
- ▶ Operational Management
- ▶ Process Improvement LEAN Engineers
- ▶ Digital/Technology and Developers
- ▶ Revenue Cycle and Reimbursement Specialists
- ▶ Physicians & Nurses
- ▶ Healthcare Executives
- ▶ Financial Management
- ▶ Tax and Audit
- ▶ Assurance
- ▶ Investment Bankers
- ▶ Strategists
- ▶ Consumer Design Specialists
- ▶ Buy-Side and Sell-Side Transaction Advisors
- ▶ Restructuring and Turnaround Professionals

### HealthCare Solutions

BDO's healthcare solutions provide a strong combination of strategy, operations management, and digital solutions focused on helping provider organizations improve their ability to deliver high quality care, enhance the patient experience, and drive financial improvement.

#### Financial & Operational Improvement

- ▶ Clinical Integration & Alignment
- ▶ Physician Practice Management
- ▶ Department & Service Line Leadership
- ▶ Revenue Cycle Services
- ▶ Medicare and Medicaid Cost Reporting
- ▶ Historical Trending and Peer Metric Benchmarking
- ▶ Corporate Compliance Plan Assessment and Testing
- ▶ Interim Financial Services Leadership
- ▶ Interim Compliance Program Leadership
- ▶ Financial Projections and Debt Capacity Studies





Clinical Innovation

- ▶ Consumer Experience & Digital Patient Engagement
- ▶ Access Transformation & Enhancement
- ▶ Scheduling Template Optimization
- ▶ Call Center Design & Leadership
- ▶ Referral Management Transformation
- ▶ Population Health Strategies
- ▶ Service Line Strategy & Growth
- ▶ Revenue Integrity, Coding & Compliance
- ▶ Value Based Programs

Digital Transformation

- ▶ Digital Strategy
- ▶ IT Strategy & Vendor Selection
- ▶ Implementation & Upgrade Services
- ▶ Project & Change Measurement
- ▶ Application Management & Rationalization
- ▶ EHR Extension to Clinical Affiliates
- ▶ Business Intelligence & Analytics

BDO Digital-Evolving Technology Consulting

BDO Digital understands that each client has unique challenges and opportunities in harnessing value from their investment in technology, often defined by the industry in which they compete. We are built to provide a tailored set of people, processes, and experience fit to each client’s specific needs. This means our solutions are scalable and serviced by experienced partners and staff. BDO Digital offers clients the most complete collection of high-quality capabilities in strategic technology and business advisory specifically targeted to the middle-market. BDO has the business insight and scope of services necessary to propel your business to the next level.

Evolving Technology Services

Strategy	Demand Generation	Solutions	Security & Compliance	Analytics & Insights	Outsourcing	Change Management
Digital Transformation	Revenue Generation & Implementation	Application Development	Cybersecurity	Data Management & Analytics	Managed Cloud	Enablement & Adoption
IT Optimization	MarTech Deployment & Integration	Modern Workplace	Regulatory Compliance	Artificial Intelligence	Managed Cyber	Project Management
Software Selection	Demand Creation	IT Infrastructure	Privacy, Data Protection & Governance	Automation (RPA)	Services Hub	
App Modernization	Demand Management	CRM				
	Demand Expansion	ERP Systems Integration				



## **Methodology for Healthcare Assessments, Project Scope Identifications and Analytic Processes**

Below, we have provided a sample methodology to demonstrate our capabilities and knowledge base in healthcare advisory. We would modify this approach based on the specific scope of a future engagement.

### **Phase I-Assessment of Current State**

- ▶ Conduct key stakeholder interviews related to:
  - Untapped revenue streams and underutilized state reimbursement
  - Unutilized or underutilized federal reimbursement
  - Fiscal intermediary issues
  - Overall utilization and denials
  - Billing yields & revenue cycle FTE assessment
  - Managed care contract portfolio
  - Value-based care and value-based contracting
  - Analyze data and key metrics associated with all of the above areas
  - Provide a comprehensive assessment with findings and associated recommendations

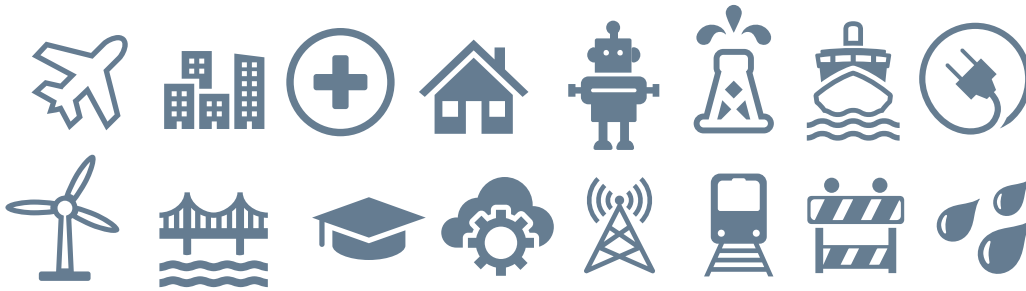
### **Phase II-In-Depth Analysis of Data**

- ▶ Based on co-development of key focus areas from the assessment in Phase I, implement recommendations and monitor for improvement in operations and analyzing key documents, processes, analytics, and KPIs
- ▶ Present findings and recommendations to include opportunities to improve productivity, workflows, cash collections, reduce denials and revenue leakage and improve reimbursement

**Building Infrastructure for the 21<sup>st</sup> Century:**

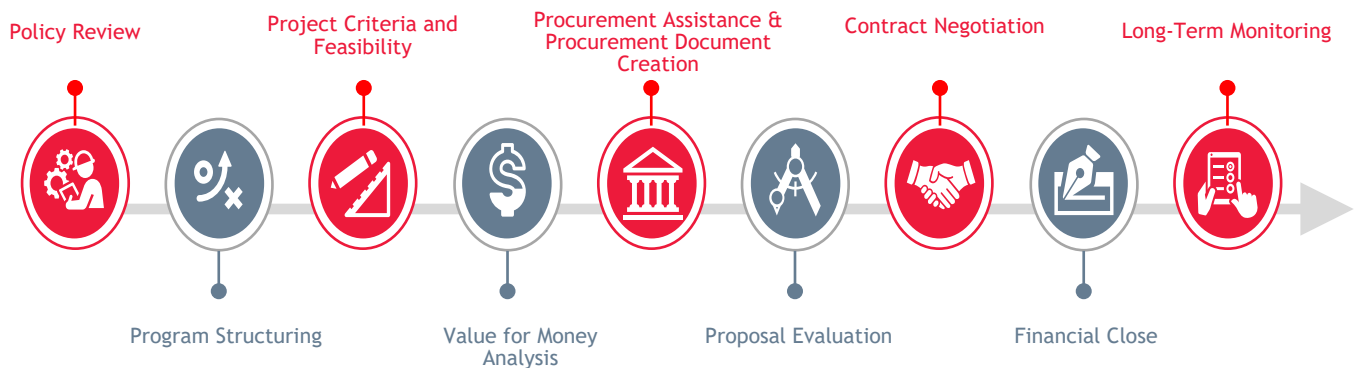
As infrastructure in the U.S. continues to age, infrastructure investments, such as the construction and upgrade of mass transit systems, higher education, energy efficiency, public facilities, roadways and bridges, will propel the economy forward. Because these complex infrastructure projects have numerous key stakeholders and high levels of uncertainty, they can benefit from cooperation between public and private entities to ensure timely and thorough execution.

Our Infrastructure Advisory & P3 team has significant experience with assessing current performance of infrastructure, understanding performance relative to established benchmarks and best practices across asset classes. BDO has been advising on infrastructure and Public-Private Partnerships globally and in the U.S. for more than two decades with dedicated teams across United States, Canada, United Kingdom, Europe and Australia. BDO’s global P3 practice serves the full range of asset classes from social infrastructure projects to broader economic and environmental infrastructure.



*Our sector coverage includes airports, highways, healthcare, housing, real estate, next gen technologies, pipelines, ports, power & renewables, roads & bridges, schools, smart cities, transit, transport & toll Roads, utilities, broadband and water.*

The BDO team understands that innovative and alternative delivery mechanisms can ensure seamless project execution with end-to-end services ranging from developing strategies and initiatives to improve infrastructure outcomes. BDO USA’s Infrastructure Advisory team is comprised of professionals who have not only helped public sector agencies with the most complex innovative projects, but they have also served the public as leaders in agencies. Our end-to-end services range from building, feasibility, project procurement, project finance, project management, model audits, accounting, tax and valuations, to negotiation support and advice on contract management to reviewing best practices and considering innovative models to bring the best possible outcome for our valued clients. Our range of services are shown below:





Innovative project delivery mechanisms offer cost savings and efficiencies to infrastructure projects, aligning interests of the parties involved. By assigning risk to the partner best suited to mitigate that risk, alternative delivery mechanisms offer opportunities to share in the upside of growth and innovation while reducing the potential downside of the overall project. This unique project management model unites the needs of public infrastructure with the flexibility of the private sector.

We can develop strategies and initiatives to improve infrastructure outcomes addressing challenges and introduce innovation across planning, permitting, procurement, funding/financing and maintenance and operations. More recently, for a confidential client, we conducted an analysis to determine if the county will benefit most from a bridge or a tunnel, with factors such as the proposed benefits, direct, indirect and induced impacts as well as the opportunity costs.

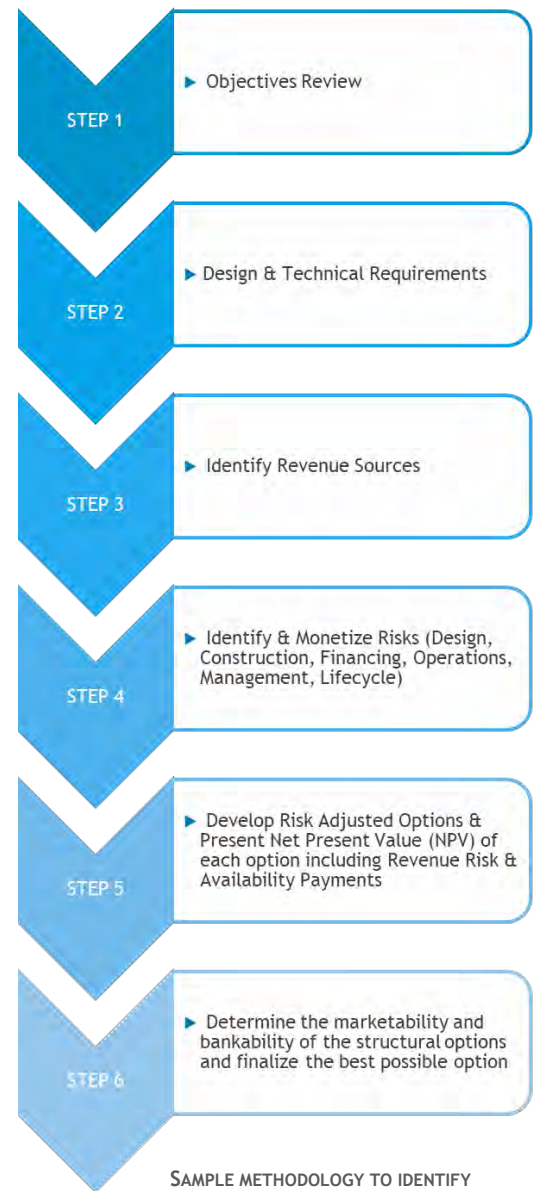
Another recent engagement demonstrates how we helped our client, the City of North Miami, to enable the delivery of strategies and initiatives including maintenance operations, total cost of ownership, risk-based maintenance and budget rightsizing. We have also provided ad hoc bid support during the entire process. Our scope includes project strategy, real estate strategy, risk assessment, value for money analysis, finalization of transaction structure, assistance with procurement, proposal evaluation, negotiation and financial close.

Our team has supported the implementation of strategies to improve infrastructure, performance and related department/agency performance various states. No other team brings the depth and breadth of expertise that we offer in this capacity.

We incorporate a unique assessment tool, Value-for-Money, to strike an optimal balance between risk transfer to the private developer and bankability/marketability of the project. By applying the Value-For-Money analysis method, we will find the best infrastructure results, utilizing private finance to maximize outcomes.

We work with our clients to identify options that will result in cost savings and lower operation and maintenance risks through public-private partnerships that can be used to finance the needed improvements without borrowing.

We also explore partnering opportunities and asset monetization structures (property sales and exchanges/ sale or lease back) to provide the required funding support if needed. Our aim is to understand the requirements and the best possible structure to present a holistic solution.



SAMPLE METHODOLOGY TO IDENTIFY HOLISTIC SOLUTIONS

## Educating Citizens for the Future

At BDO, we understand the multiple challenges higher education institutions and academic medical centers (AMC)s face—from addressing the most recent emerging and evolving risks to raising board effectiveness and tightening risk management protocols for stricter regulatory and reporting requirements. BDO’s integrated project staffing approach combines extensive experience serving higher education and AMC clients with technical experts across a myriad of service areas. This provides our clients the benefit of perspective across peer institutions and leading practices across numerous industries, while providing teams that have a deep understanding of the complex operating environment of higher education.

We appreciate the balancing act that higher education institutions must execute to maintain financial health and achieve their educational objectives in an environment of increasing regulatory scrutiny and economic uncertainty. Across all aspects of higher education, from community colleges or small private colleges to large research-intensive universities and state-funded systems, we offer a breadth of integrated services tailored to our clients’ individual requirements.

We often work with universities that have academic medical centers, faculty practice plans, and other healthcare operations. We understand the unique challenges that these institutions have in providing educational services, conducting research, and delivering patient care. Our professionals are experienced in providing internal audit services for these important parts of the institution.

### Our Approach

BDO’s methodologies for the scope of this service line are well aligned to the needs of NCPA members and can be tailored to meet the particular needs of a project requested under the MSA.

#### Assess Current Outcomes & Trends Impacting Education and Develop New Strategies, Management and Delivery Systems, and Organization & Governance Approaches.

Our five-step approach to assessing key performance indicators (KPIs) and informing organizational change is a phased approach that includes:



- ▶ **Establish:** We will work with NCPA and the relevant education department, agency, school system or university to define the key performance indicators (KPI) related to student outcomes and industry trends and best practices through a series of discussions with leadership.
- ▶ **Measure:** Once KPIs are defined, we will support in the development of processes and reports that effectively measure the defined KPI.



- ▶ **Analyze:** Our team analyze the KPIs during and after implementation to identify trends, challenges, and success that will be used to inform changes.
- ▶ **Improve:** We will utilize the information and teachings gleaned from the KPIs measured and analyzed to inform recommendations.
- ▶ **Control:** We will monitor improvements by effectively communicating changes, providing adequate trainings, building a self-evaluation framework, and continuously monitoring KPIs.

#### Improve Coordination and Communication Across Multiple Departments and Agencies.

To set us apart from our competitors, BDO consistently delivers an exceptional client-centric experience, with a priority on effective communication, project management, and collaboration. And, as part of our service offerings, we support clients in doing the same by improving coordination and communication across departments, agencies, and school systems. Our approach and the key to effective coordination and communication includes:

- ▶ **Understanding the Key Players:** We will work with you to understand the key players, leaders, roles and responsibilities across NCPA. We will develop relationships, establish a regular cadence for meetings, and understand and be able to effectively communicate the needs of each department or agency.
- ▶ **Streamlining Communications:** Once we have an understanding of the key players, roles, and objectives, we will work to streamline communications across the organization by developing (or supporting in the development of) clear and concise communications, information requests, and status updates to limit ambiguity or misunderstandings and improve communication and coordination across NCPA.
- ▶ **Sharing Documentation Securely:** BDO's Global Portal can be utilized by WCSD to share large and sensitive documentation across NCPA and with our team easily and securely. We will establish a NCPA-specific portal and can create protected folders for streamlined communications, document sharing, workpaper maintenance, and collaboration.
- ▶ **Providing timely updates:** As mentioned, our team will schedule regular meetings with key players and leaders, as desired. In addition, we will prepare weekly (or bi-weekly) status reports to communicate accomplishments, critical issues, budget updates, challenges, and activities planned for the coming weeks to ensure that the project sponsors are sufficiently aware of our team's progress and the issues, challenges, and successes identified across NCPA.

#### Redesign or Improve Business Processes and their Supporting Organizations that Help the Agency, Department, School System or University Deliver its Mission.

BDO knows that effective, efficient, and compliant organizations do not solely rely on good people or the best technology. Rather, strong and successful organizations have the appropriate people, technology, and processes in place. Accordingly, we do not focus our BPI services on just process improvements. We take a comprehensive approach and viewpoint to understanding and analyzing an organization's activities. Our work considers people, metrics, process, technology, infrastructure, and organization.



We utilize proprietary and industry-focused tools, templates, KPIs, benchmarks, and technology to achieve BPI, and a four-phased approach, similar to that of our approach for assessing KPIs:



Ensure the Successful Delivery of the States' Educational Priorities.

BDO can support organizations in successfully delivering the states' educational priorities by:

- ▶ **Defining Goals:** We will work with the key leaders of the relevant department or agency to conduct visioning sessions that will help us define organizational goals.
- ▶ **Developing Strategic Initiatives:** After goals are defined, we will continue to conduct discussions and to coordinate meetings with the relevant leaders needs to develop strategic initiatives to drive those goals.
- ▶ **Defining Governance Structures:** We have extensive experience in assessing and redeveloping governance structures and will utilize our knowledge and experience and understanding of each organization to determine and define the optimal structure.
- ▶ **Developing Dashboards:** BDO professionals have experience in compiling and analyzing large sets of data. We advise clients on master data management strategies, including methodologies that address both structured and unstructured data. We utilize Smartsheets, Power BI, and Tableau to provide our clients unparalleled insight into their operations.
- ▶ **Building Organizational Capabilities:** The core of BDO's Risk Advisory Services is our experienced team of people who are motivated by the success and satisfaction of our clients. We develop recommendations that are actionable and work to ensure our clients are set up for success, whether that be through developing and presenting trainings, supporting with staff augmentation, or developing and documenting policies, procedures, processes and controls.

## Building Resilience and Crisis Response

BDO helps organizations to identify, prevent, and mitigate risk across the organization and help them recover faster from incidents when they occur. Risk does not exist in a vacuum, nor is one type of risk (organizational, cyber, third-party, reputational) siloed from any other. We view risk as an integrated piece of overall business health.



**BDO structures its Risk and Resilience services around the following focus areas:**



## Crisis Management

BDO's Crisis Management professionals advise and support leaders in the most difficult times of change, challenge, and disruption. Leveraging experience across industries and occasions, they provide counsel to boards and senior management to appropriately respond to business challenges. By facilitating an evolved decision-making framework informed by military models, behavioral and cognitive science, and design, this team enables precise responses to the most difficult crisis.

### Before a Crisis

- ▶ Maturity Assessments
- ▶ Risk Assessments
- ▶ Program Governance & Strategy
- ▶ Training and Exercises
- ▶ Technology Implementation
- ▶ Staff Augmentation / Training
- ▶ Crisis Planning

### During a Crisis

- ▶ Crisis Response Support
- ▶ Crisis Communications Support
- ▶ Situational Awareness / Monitoring Support
- ▶ Supply Chain Analysis
- ▶ Threat Specific Advisory Services





### After a Crisis

- ▶ Post Incident Assessments
- ▶ Improvement Planning

### Transforming Back-Office Functions

At BDO, we understand the challenges that even the most knowledgeable leaders face when undergoing complex change initiatives. Our professionals have deep experience managing all aspects of change and business transformation. They possess the expertise needed to get you through every phase of a complicated transition while keeping your organization running smoothly and helping you maximize on any opportunities discovered during the process. Our team will help set the right expectations, establish and deliver on your strategy, and maintain a positive culture to seamlessly continue to deliver on your mission.

BDO will work with your leaders through every step of the assess and design phases by providing sound project management, change management, and business process optimization across all digital transformation efforts. We develop a strategy to simplify and document the future stage, as well as assist with the adoption of the new processes and adapt to the changes. We help you complete the groundwork for change and coach you on the best ways to implement change quickly and effectively without harming the existing business and creating the desired improvements.

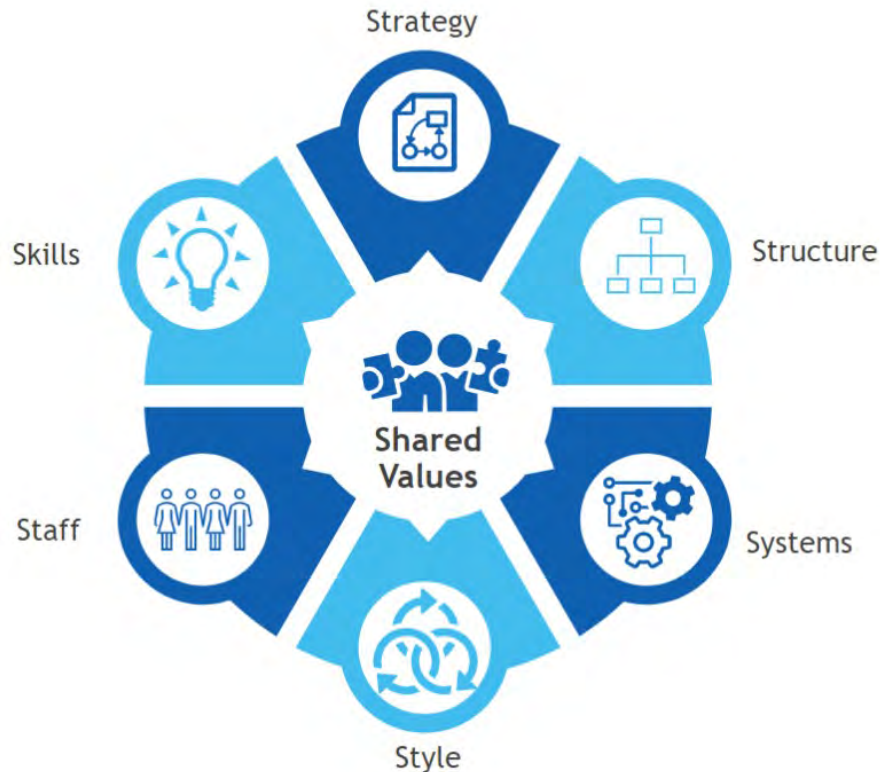
BDO's Technology and Transformation practice provides innovative, cost-effective services to help clients maximize and maintain efficient utilization of their systems, including accounting, enterprise resource management, human resource information systems, customer relationship management, project portfolio management, integration management, and reporting applications. Our consultants are highly trained subject matter professionals who understand the nuances of effectively configuring and implementing financial systems that meet the complex reporting requirements of the constantly evolving enterprise. We understand the importance and effectiveness of well-timed financial, management and program reporting. Our consultants have numerous years of industry experience developing business processes, procedures, and system controls that help ensure management receives recurring, relevant information as needed to make informed decisions.

We work with our clients' management team and relevant staff from beginning to end. Some clients engage us early on to guide them through the system selection process, gathering requirements and assessing potential software solutions against their pre-defined processing and reporting requirements. Other clients seek assistance later in the process to implement or re-implement systems, integrate with other systems, or redesign or reconfigure their current software solution.

BDO's management philosophy promotes a streamlined structure with direct access. To stay agile and flexible, we have cut out needless hierarchies and bureaucracy, affording the service team direct access to senior technical and executive leadership. This translates to swift resolution of issues or questions, open communication channels, and enhanced service delivery.

## Driving Operational Transformations

To facilitate Operational Transformation BDO will leverage the 7-S Framework on the following page to perform an implementation growth assessment and to develop a comprehensive strategy to set organizations up for success. Our evaluation, gap analysis, and recommendations will be built in the context of organizational Strategy, Structure, Systems, Style, Staff, and Skills, with the common theme of Shared Values.





Organizational Alignment				Business Process Improvement	Automation
Strategy	Structure	Staff	Skills	Style	Systems
<ul style="list-style-type: none"> <li>▶ Define the objectives and current challenges</li> <li>▶ Assess mission, vision, and objectives</li> <li>▶ Evaluate operational readiness requirements</li> <li>▶ Develop strategic options for implementation</li> </ul>	<ul style="list-style-type: none"> <li>▶ Identify impacted business support teams</li> <li>▶ Evaluate approach to meeting organizational needs</li> <li>▶ Assess current functional structures, contributions, and outputs</li> </ul>	<ul style="list-style-type: none"> <li>▶ Evaluate team leadership</li> <li>▶ Identify resource needs</li> <li>▶ Evaluate synchronization and collaboration</li> </ul>	<ul style="list-style-type: none"> <li>▶ Define competencies required</li> <li>▶ Review existing skills and competencies</li> <li>▶ Identify skill and capability gaps</li> </ul>	<ul style="list-style-type: none"> <li>▶ Evaluate end-to-end process governance</li> <li>▶ Review and assess policies and procedures</li> <li>▶ Evaluate practices, norms, and perceptions</li> </ul>	<ul style="list-style-type: none"> <li>▶ Evaluate utilization of technology</li> <li>▶ Analyze automation opportunities</li> </ul>
<b>Shared Values</b>					

*7-S Framework*

### Strategy

- ▶ Define current challenges and roadblocks
- ▶ Assess NGS mission, vision, and objectives for new business implementation
- ▶ Facilitate strategic planning discussions and deploy design thinking
- ▶ Evaluate current and future operational readiness requirements
- ▶ Identify any gaps in communication and cultural training to support strategy and growth plans
- ▶ Identify strategic initiative options for management’s consideration

### Structure

- ▶ Identify impacted business support teams and organizational structure
- ▶ Evaluate leadership structure and turnover
- ▶ Evaluate departmental understanding of and approach to meeting organizational needs
- ▶ Assess current functional contributions and outputs
- ▶ Review implementation’s organization charts, function strategy, delegation of authority, reporting channels, and roles and responsibilities to determine the effectiveness of the organizational structure

### Staff

- ▶ Evaluate team leadership and reporting structure
- ▶ Assess existing workload against current staffing and determine if additional FTEs are needed
- ▶ Evaluate intra and inter-departmental synchronization and collaboration
- ▶ Review workforce management processes and systems for rapid new business employee incentives and performance



- ▶ Assess the incentive plans, performance evaluation, feedback, and professional development processes to drive a highly motivated workforce

### **Skills**

- ▶ Identify and review skills and competencies
- ▶ Identify required competency areas, and training gaps
- ▶ Develop a competency pool by functional area
- ▶ Ensure alignment of functional competencies and business processes
- ▶ Identify organizational competencies, personal goals, departmental goals, and development plans to validate sufficiency of headcount, personnel availability, time allocation, skillsets, and performance

### **Systems**

- ▶ Evaluate utilization of technology to streamline processes and optimize business team performance
- ▶ Consider use of data analytics to drive real time insights and streamline decision making processes
- ▶ Assess project and portfolio management tools for contract implementation
- ▶ Analyze automation opportunities to gain efficiency and facilitate inter-departmental collaboration

### **Style**

- ▶ Evaluate end-to-end process governance for new contract and program management
- ▶ Review and assess policies and procedures for both effectiveness and compliance
- ▶ Evaluate practices, norms, and perceptions
- ▶ Align policies and procedures by competency areas and program milestones
- ▶ Harmonize policies and procedures with program management workflows
- ▶ Review and validate adequacy of implementation process descriptions and flows for alignment with industry best practices



**Sample Case Studies**

**Large Nonprofit Government Contractor Integrates and Improves Business Systems for Efficiencies**

<p><b>Client Need</b></p>	<p>A large, independent Federally Funded Research &amp; Development Center dedicated to advances in science and technology engaged BDO to assist with integration of a business segment within the main organization. They also engaged BDO to provide a Business Systems Improvement Plan to support organizational operations and internal controls.</p>
<p><b>BDO Solution</b></p>	<p><b>Business Integration:</b> BDO assisted with the integration of a segment to the primary organization. This effort included the following:</p> <ul style="list-style-type: none"> <li>• Identifying Organizational and Cost Structure Options for the Integrating Entity</li> <li>• Simulating Cost and Recoverability Impact to Existing Backlog based on Alternative Options</li> <li>• Preparing Cost Benefit Analysis of the Implementing Uniform Business Systems and Practices</li> <li>• Quantifying Potential Cost Savings and Operational Efficiency Gains</li> <li>• Obtaining an understanding of Strategic Objectives and Assessing the Overall Risk Profile of the Organization</li> <li>• Developing and Implementing the Integration Plan for the Organization</li> </ul> <p><b>Business Systems Improvement Plan:</b> BDO assisted the organization in developing adaptable business systems and financial processes that support their operations within a strong and sustainable internal control environment. As part of this effort, BDO assisted with the following:</p> <ul style="list-style-type: none"> <li>• Conducting interviews and walkthroughs of personnel’s day-to-day duties within numerous process areas. This included:</li> <li>• Preparing detailed notes and summaries of the discussions; and</li> <li>• Providing input on technical questions related to DFARS Business Systems compliance, COSO compliance, and ERP system functionality.</li> <li>• Preparing final deliverables associated with the Business Systems Improvement Plan (process flowcharts, narratives, data flows, and Risk and Control Matrices).</li> <li>• General project management activities, such as project schedule maintenance, status reports, presentations, etc.</li> <li>• Drafting and implementing policies and procedures, as appropriate.</li> </ul>
<p><b>Results</b></p>	<p>The contractor was able to successfully merge its business units, consolidate business processes, integrate enterprise application, improve KPIs, drive efficiency and effectiveness in program delivery, and remain compliant with federal regulatory requirements.</p> <p>BDO provides ongoing support for this large government contractor which includes continued business process improvements and compliance with federal contract requirements.</p>



## Large Healthcare Contractor Evaluates Contract and Procurement Functions in Relation to Federal Contract Regulations

### Client Need

Anthem NGS required assistance with organizational alignment, business process improvement, and automation services expertise to assist Anthem in improving its contracts and procurement functions with a focus on National Government Services.

### BDO Solution

BDO performed the following services:

- Reviewed contracts and procurement organization charts, function strategy, delegation of authority, reporting channels, and roles and responsibilities to determine the effectiveness of the organizational structure.
- Evaluated business processes for efficiency and effectiveness. Assessed the procurement function for compliance with the Federal Acquisition Regulation (FAR) and the applicable requirements within Defense Federal Acquisition Regulation Supplement (DFARS) 252.244-7001, Contractor Purchasing System Administration.
- Analyzed end-to-end processes to identify manual and repetitive tasks for potential automation through various technology solutions such as ERP systems, Robotic Process Automation (RPA), other tools, or templates.

Based on the results of this assessment, BDO recommended adding a dedicated leader for the contracts and procurement functions to be responsible for the department including strategy execution, competencies development, process improvement, compliance monitoring, and audit support.

BDO also recommended developing “Program Lead” roles to be responsible for various NGS programs. We recommended developing a competency pool which would include all of contracts and procurement professionals with clearly identified subject matter and functional expertise who could be deployed on programs by the Program Leads and the department coordinator.

Our solution included incorporating contract and procurement processes into the execution of program management phases or milestones. This was achieved by aligning process areas with functional and subject matter competencies, and then aligning those competencies with programmatic milestones. In practice, this alignment exercise was executed by the new Program Leads and the department coordinator as recommended above.

### Results

We recommended NGS implement a centralized system or tool that would enable distribution of policies and procedures to the right audience, with the goal of allowing the policy to drive who should be performing the tasks and defining clear roles and responsibilities. As a result, policies and procedures would become an integral component of program milestones to effectively communicate the roles and responsibilities.

Finally, BDO identified several opportunities for systems improvements. This included implementation of business process management tools for common contracts and procurement functions, full roll-out and training on the Costpoint Contract Management module, implementation of forms and templates automation tools, better integration of Hyland OnBase to Costpoint, and reorganization of Costpoint Enterprise Reporting (CER) reports.



## Addressing Capital Productivity and Capital Management

We understand the constraints that many institutions face in terms of funding and the deferred maintenance with low reliance upon future revenues. While every development project is unique, and we treat each one independently, it is always key to start from understanding the key objectives. We assess the design and technical requirements and then assess the funding needs to achieve the objectives. For example, in light of the recent Inflation Reduction Act (“IRA”) and other such bills, we can assist procurement departments with revising their procurements, considering equitable results, revisiting funding alternatives and building a strong foundation for future capital planning.

We evaluate efficiency opportunities on new or ongoing projects using the following service approach:

### Assessment of Current Operations

Our professionals will review the mission, budget, structure and functions of each department and agency. We will look for possible areas for improvement to efficiencies in all cases.

### Solutions and P3s

The BDO Team apply their experience in other areas to identify opportunities to better leverage existing funding sources and create opportunities for innovation through the utilization of the public-private partnership model when appropriate.

### High-Level Database

BDO will bring the best in data collection, data analysis, and database creation to deliver a usable high-level database of comparable entities. We will also be there to examine what differences in agency structure between a government and another may mean for operational efficiency.

### Quick-Wins Opportunities

The BDO Team will find those quick-win opportunities, based on the research conducted during this engagement and our experience, to recommend pathways forward. These quick-win opportunities will not always be easy, but they will be achievable.



While the above is a more generic methodology, we typically customize our approach for our client’s needs. Furthermore, the BDO Infrastructure Advisory & P3 team can support individual project execution in any phase from programming/design through execution, including but not limited to exploring other revenue



sources, reducing operating costs, shifting uses and suggesting high-value partnership opportunities etc. To demonstrate our impact on a project, please see a case study below:

### Case Study:

**Project:** BDO professionals provided several lines of service around the Howard County (Maryland) Courthouse P3 project. Under the agreement, the private partner’s scope included design, build, partially finance, operate and maintain, a 238,000 square foot, LEED Silver certified courthouse that is equipped with additional courtrooms and space for juries, staff, and other judicial functions and a parking structure with 682 spaces.

- ▶ **Private Financing:** The private partner is responsible for obtaining and repaying all financing necessary for the project at its own cost and risk and without recourse to the county.
- ▶ **Project Company Responsibilities:** The private partner is responsible for the design of the project and for all construction work and ancillary services such as maintenance, janitorial, landscaping etc.
- ▶ **County Responsibilities:** Howard County retains responsibility for: (1) building security operations; (2) payment of utility costs; and (3) payment of the construction milestone payment, the Moveable FF&E Payment and the Service Fee.
- ▶ **Hand Back Requirements:** The project is required to meet a Facilities Condition Index (FCI) and each component also will be in a condition consistent with the remaining useful life requirements.
- ▶ **Service Fee/Value Capture:** Howard County will make monthly Service Fee payments, over the term, to the private partner following the achievement of occupancy readiness requirements.

**Outcome:** The County was able to procure a competitive construction cost for the new building without any increase of funding risk on their balance sheet and transferred the construction and maintenance risks to private developer.

The

BDO Team understands the process required to reach a successful result from capital budgeting and management activities. Our methodology for supporting implementation of improvements in capital planning, projects design and implementation, increasing the value of assets, and improving overall capital productivity is as below:

- ▶ **SCOPING:** We will meet the project leadership and any other advisors to discuss the long-term goals for the program. The BDO Team plans to ramp-up quickly to carry out initial activity based upon available information in the first few days after being selected.
- ▶ **STRUCTURING:** Successful delivery of any work product requires structuring decisions to take place at an early stage. This requires a detailed analysis on feasibility, risks, scoping, and phasing. Our client’s goals and objectives will become the guiding principle to structure the engagement.
- ▶ **DELIVERY:** Based on the assignment, we would move forward quickly to meet the timelines. An initial draft would be presented within the first few weeks of engagement and final draft of report to be presented incorporating inputs, building upon the further analysis. This will ensure that our process remains more inclusive and deliver high quality output that meets your objectives.

Our Infrastructure Advisory & P3 Co Lead, Seth Miller Gabriel, led a landmark project to upgrade the street lighting system to longer lasting and sustainable LED lights with advanced features, such as a remote monitoring system that allows for faster repairs and adjustments to suit each neighborhood’s needs. The budget savings from this efficiency (\$3 to \$4 million per year) can be invested in other community improvements. All of this was delivered under an innovative public-private partnership delivery model. Seth understands budgetary constraints, innovation, and efficiencies from multiple perspectives, his experience is unmatched when combined with P3s and the Public Sector.





## **Managing Risk**

New endeavors demand new thinking. From regulatory changes to increased enterprise risk, senior management and corporate directors face an array of complexities that they must navigate to drive success across the organization. BDO's Risk Advisory professionals work with our clients to define, execute, and monitor their risk management strategies and ensure they meet compliance requirements.

Our team has decades of experience developing structured, sustainable risk programs that account for an organization's principles and risk appetite.

Our professionals draw on deep experience serving a wide range of industries. At the same time, our expansive international network allows us to incorporate country-specific knowledge, especially as it relates to rules and regulations. Together, these allow us to bring our clients a deeper, more concentrated level of knowledge and service, and provide options that are flexible, adaptable, and sustainable.

## **Enterprise Risk Management**

Companies now find themselves encountering new corporate governance and financial reporting challenges which are causing them to view company-wide risk from a different perspective. These changes require both public and private companies to re-evaluate the possible risks that could threaten their viability or success.

That's why Enterprise Risk Management ("ERM") strategies and best practices are at the top of many corporate agendas. ERM is a general, ongoing operational assessment that identifies potential threats to a company's ability to meet strategic goals and objectives. Continuous in nature, ERM helps provide an organization with the flags and markers it needs to maximize success and minimize risk.

The growing reliance on an interconnected network of third parties can increase an organization's exposure to a number of risks across domains from operational or financial to reputational and compliance. No matter the driver and requirements for your third-party risk program, BDO offers a holistic set of solutions to not only understand and address your third-party risk, but to also strategically leverage the upside of your extended enterprise.

## **Business Continuity**

BDO's Business Continuity professionals not only master the nuances of industry standards, but also demystify the characteristics of world-class programs—including the importance of training, engagement, and choosing the best-fit technologies. BDO provides a full range of services to support you along your journey of designing and implementing a world class business continuity program.

## **Technology Resilience**

By identifying and defining the current and future state, BDO offers a distinctive approach to effectively prioritize efforts, provide appropriate options aligned with broader organizational goals and objectives, and create bespoke, operationalized services to meet the needs of any organization.



## Third-Party Risk Management

Third-party risk is about more than just your supply chain. A typical Fortune 500 organization may use tens of thousands of external third parties (e.g., vendors, suppliers, and service providers) and that does not include the entities that your service providers rely upon.

## With You at Every Stage of Your Climate Resilience Journey

Climate Resilience is not a check-the-box exercise, and the journey is not linear. Each company's path toward sustainability is unique and distinct—and requires a disciplined approach to understand the intersection of material business considerations with significant stakeholder priorities in order to integrate Climate Resilience in the most impactful way. At BDO, we can help demystify Climate Resilience and bring clarity to the complexity—no matter where you are in your journey.

## Meeting You Where Are You on Your Climate Resilience Journey

- ▶ Starting your Climate Resilience journey
- ▶ Identifying your most important Climate Resilience factors
- ▶ Developing your Climate Resilience strategic roadmap
- ▶ Managing your Climate Resilience infrastructure and ensuring the reliability of your data
- ▶ Navigating your Climate Resilience reporting and communications
- ▶ Transforming your business to align with your Climate Resilience strategies

## Our Services

Our dedicated professionals with deep Climate Resilience experience will meet you where you are and help guide you on your way.

- ▶ **Climate Resilience Strategy & Program Development:** Climate Resilience risk assessment, benchmarking, stakeholder engagement and strategic roadmap and program development.
- ▶ **Human Capital Management Strategy:** Diversity, equity, inclusion risk assessment; workforce, compensation and benefits, development and retention issues management; benchmarking; policy review and strategy development and refinement.
- ▶ **Sustainable Finance & Investing:** Evaluations of green financing, sustainable financing, impact investing, exclusionary investing and pre-deal due diligence.
- ▶ **Climate Resilience Reporting & Attestation:** Framework and metric selection, qualitative and quantitative data analysis and controls, integrated non-financial reporting, stakeholder communication and third-party assurance.
- ▶ **Supply Chain Sustainability & Resilience:** Analysis of procurement tools and processes to evaluate global value chain, including supplier practices, customs and trade, FCPA, fair labor/human rights, among others.



- ▶ **Community Resilience:** Guidance on local policy decisions and strategic community investments based on sustainable financial and equity models aimed at achieving greater safety and levels of sustainability.
- ▶ **Climate Risk:** Comprehensive analysis of both the acute and chronic physical risks inherent in climate change and their impact on business operations.



TAB 8 - VALUE ADDED PRODUCTS AND SERVICES





Additionally, should any NCPA members be able to benefit from BDO's additional capabilities in Uniform Guidance compliance, Single Audit prep, or internal audit services, we would be willing to offer our experience in providing a wide array of entities, including public sector, education and healthcare, with these services.

## Uniform Guidance Compliance and Single Audit Prep

BDO's combination of audit and advisory experience in the public sector, nonprofit, education, and healthcare spaces provides us with the knowledge and insights to provide NCPA members with exceptional insights in compliance with federal, state and local audit requirements.

BDO conducts more than 700 Single Audits and *Government Auditing Standards* engagements, with our largest and most significant ones being funded by the United States Agency for International Development and the United States Department of State. Firmwide over the years, we have performed thousands of audits in compliance with Uniform Guidance. We engage in efforts to design, direct, or recommend corrective action programs to assist nonprofits and government agencies remediate deficient practices and establish effective accounting protocols, systems, and procedures. We have in-depth knowledge and experience with cost accounting standards, cost allowability and allocability, budgeting and forward pricing, time reporting, and labor distribution systems.

BDO maintains a national set of systems and procedures with respect to the Uniform Guidance audits we perform. This includes the use of standardized workpapers and audit tools that allow our teams across the country to have a consistent technical approach no matter the size or scope of the institution being audited. In addition, we have assisted clients in developing their indirect cost rates and structuring their indirect cost pools. These reviews focus on establishing a structure to help maximize the indirect cost recovery for the organization while helping to address that it complies with all government requirements.

Additionally, BDO has performed numerous in-depth reviews of clients' internal controls in order to assess whether controls required by government regulations are in place and identify areas where procedures can be established to further strengthen controls.

## Internal Audit

BDO's integrated internal audit approach helps clients more effectively assess and mitigate risks by drawing upon deep skills within our firm. Today's audit committees and governing boards are using the internal audit function as a way to not just assess quality, but to drive value throughout the entire organization. BDO's dedicated professionals serve our clients by bringing innovative approaches that drive value/efficiencies and help entities evaluate the effectiveness of their operational functions and financial processes.

For large and small clients alike, we design appropriate internal audit functions—from conducting a thorough assessment of risk across the organization, to reporting findings to management, the board, and other stakeholders. We not only identify issues, but we work with those charged with governance to implement tailored solutions and put the appropriate controls in place.

Regardless of a client's industry—or whether an internal audit department already exists—BDO creates a framework individually suited to meet each company's needs. We take a uniquely hands-on approach, and our partners are deeply involved in the work we do. We offer our clients local resources backed by a global network of professionals that are available around the world.



## TAB 9 - REQUIRED DOCUMENTS



National Cooperative Purchasing Alliance  
RFP # 44-22  
Strategic Management Consulting Services

Please see the following pages for the Required Documents.

## **FEDERAL FUNDS CERTIFICATIONS**

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Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIRMENTS**

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

## REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.



- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

## **FEDERAL REQUIRED SIGNATURES**


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Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror BDO USA, LLP

Address 8401 Greensboro Drive, Suite 800

City/State/Zip McLean, VA 22102

Authorized Signature 

Date 11/17/22

**ANTITRUST CERTIFICATION STATEMENTS**  
**TEXAS GOVERNMENT CODE § 2155.005**

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I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name BDO USA, LLP

Address 8401 Greensboro Drive, Suite 800

City/State/Zip McLean, VA 22102

Telephone Number 703-963-4275

Fax Number 703-893-2766

Email Address aewilson@bdo.com

Printed Name Andrea Espinola Wilson

Title Partner

Authorized Signature 

## **STATE NOTICE ADDENDUM**


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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



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