



REQUEST FOR PROPOSAL (RFP)

For Strategic Management Consulting Services

SOLICITATION NUMBER

44-22

PUBLICATION DATE

Tuesday, October 4th, 2022

Competitive Solicitation by Region 14 Education Service Center for Strategic Management Consulting Services on behalf of itself and other Government Agencies and made available through the National Cooperative Purchasing Alliance RFP # 44-22

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1. Tab 1 – Master Agreement

1.1. General Terms and Conditions

TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

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.

BCG Statement of Affirmation: BCG affirms that we agree to the Master Agreement General Terms and Conditions.

1.2. Process

PROCESS

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.

BCG Statement of Affirmation: BCG affirms that we agree to the Master Agreement Process.

1.3. Evaluation Criteria

EVALUATION CRITERIA

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

1.4. Signature Form

SIGNATURE FORM

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**

The Boston Consulting Group, Inc.

Company Name

200 Pier 4 Boulevard

Address

Boston

City

MA

State

02210

Zip

[REDACTED]

Telephone Number

N/A

Fax Number

[REDACTED]

Email Address

Selin Zalma

Printed Name

Managing Director and Partner

Position

Authorized Signature [REDACTED]

2. Tab 2 – NCPA Administration Agreement

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and The Boston Consulting Group, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, 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 (15th) 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.

BCG Statement of Affirmation and Exception Request: BCG affirms that we agree to the NCPA Administration Agreement, with the follow request for exception:

Regarding terms “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”, we ask for the following alternative terms “Neither Party may use the other Party’s name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement without prior written approval from the other Party.”

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Name

Title

Address

Address

Signature

Date

The Boston Consulting Group, Inc.

Vendor Name

Selin Zalma

Name

Managing Director and Partner

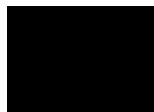
Title

200 Pier 4 Boulevard

Address

Boston, Massachusetts 02210

Address



Signature

November 17, 2022

Date

3. Tab 3 - Vendor Questionnaire

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"/> All 50 States & District of Columbia (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 checked="" type="checkbox"/> All U.S. Territories and Outlying Areas (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 Micronesia	<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"/> All Canada Provinces and Territories (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 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.

BCG is committed to the growth and development of supplier diversity – including small, minority-owned, and women-owned businesses. Our supplier diversity program acknowledges the benefits of investing in diverse businesses and is geared towards strengthening our network supplier base by offering a fair bidding process for all suppliers to obtain procurement opportunities within BCG. Focusing on investing in the resources of diverse suppliers assists with providing a competitive edge over our corporate contenders while offering quality and services to our customers. Acquiring and maintaining a diverse supplier network also aids with economic development, stimulates job creation, and encourages growth, both within the local community, nation, and globally. BCG's commitment to this important program includes the contracting of our firm's services as well as intentionally integrating partnering with small, women, and minority-owned business in our teaming approach, and especially as we support our public sector clients

Residency

Responding Company's principal place of business is in the city of Boston,
State of Massachusetts.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd 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: Service provider

Processing Contact Information

Contact Person Kevin Sanders

Title Public Sector Risk & Contracts Sr. Mgr.

Company The Boston Consulting Group, Inc.

Address 200 Pier 4 Boulevard

City/State/Zip Boston, Massachusetts 02210

Phone [REDACTED]

Email [REDACTED]

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

Cooperatives

List any other cooperative or state contracts currently held or in the process of securing.

[Redacted text block]

Cooperative / State Agency	Expiration of Current Contract
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
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[Redacted]	[Redacted]
[Redacted]	[Redacted]

4. Tab 4 – Vendor Profile

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

4.1. Company's official registered name.

The Boston Consulting Group, Inc.

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

BCG was founded in 1963, and since then we have consistently been recognized as a leader in management consulting, responsible for developing foundational concepts such as the experience curve, and publishing research with leading organizations like the World Economic Forum, the Harvard Business Review, and the Project Management Institute. This thought leadership is grounded in our work with leading Fortune 100 companies, and public sector organizations at the national, regional, state, and local level. Today, BCG is [REDACTED] + employees strong, with offices in more than 100 cities across more than 50 countries around the world.

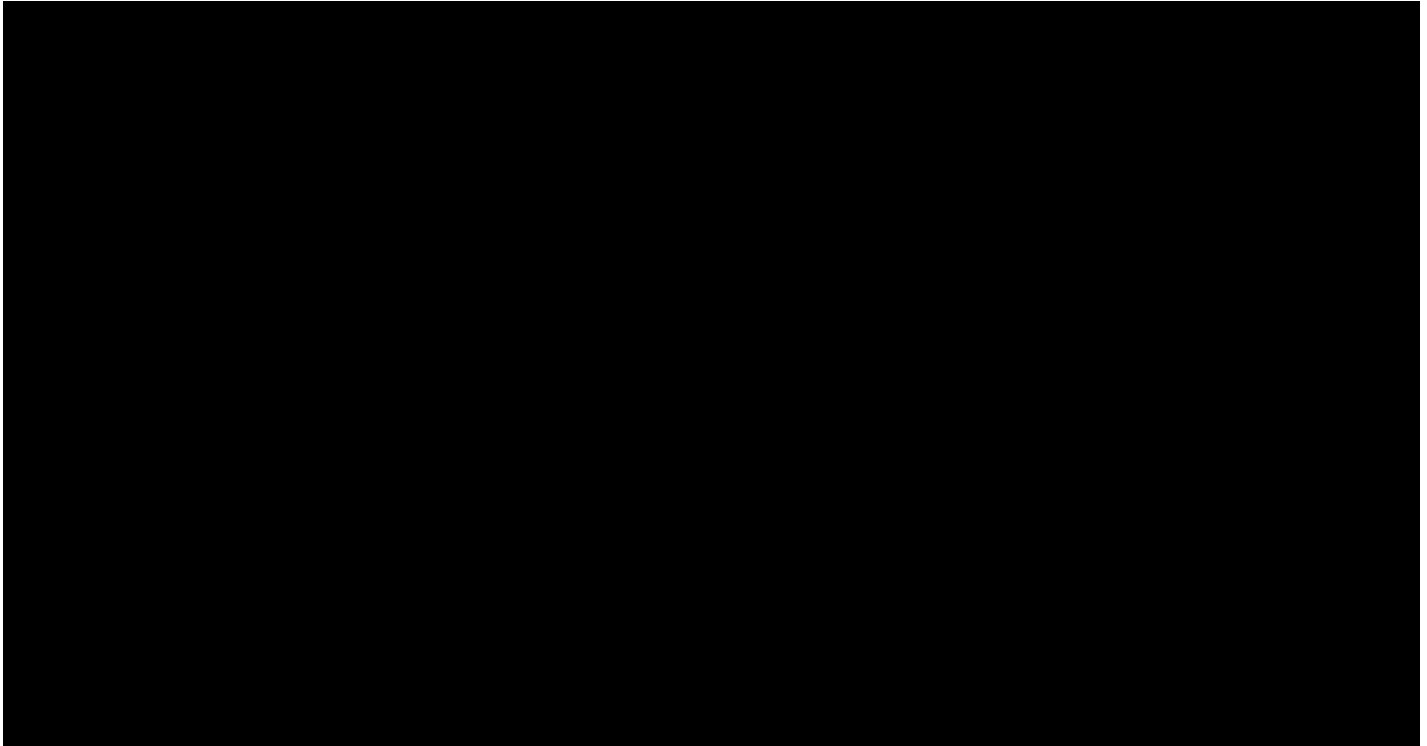
4.3. Company's Dun & Bradstreet (D&B) number.

BCG's Dun & Bradstreet number is 090836248

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

Our team knows what it means to serve. Our key personnel for this contract come from our Public Sector Practice Area and include individuals with vast experience providing strategic management consulting services for both private and public sector clients. Our Public Sector Practice Area is organized by region and topic, bringing years of expertise in the areas that matter most to public sector organizations. Complementing this organizational structure are our Senior Advisors, who are successful senior executives and other experts that bring our clients additional experience and cutting-edge insights. Our teams draw from our global talent pool of top-tier consultants and associates, who all have strong strategic management consulting skills spanning analytical problem solving, qualitative facilitation skills, project management and execution, and rapid access to the appropriate BCG tools, among others. A snapshot of core leaders across our primary Public Sector topic and functional areas are included below in section 4.4.1.

4.4.1. Core leadership Team



Practice Area Heads



Priority Sector Leaders



[REDACTED]

[REDACTED]

[REDACTED]

Topic Leaders – Climate and Sustainability

[REDACTED]

[REDACTED]

[REDACTED]

Topic Leaders – Digital Government and Technology

[REDACTED]

[REDACTED]

[Redacted text block]

Topic Leaders – Economic Development, Finances and Central Government

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Topic Leaders – Education, Employment and Welfare

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Topic Leaders – Healthcare Systems

[Redacted text block]

[Redacted text block]

[Redacted text block]

Topic Leaders – Infrastructures, Transport and Cities

[Redacted text block]

[Redacted text block]

4.4.2. Senior Advisor program

Our expertise is further augmented by our Senior Advisor program. Senior Advisors are successful senior executives, former BCG Managing Directors and Partners, or other senior leaders who spend a portion of their time working with BCG. BCG actively engages over 120 Senior Advisors who bring a depth of expertise and networking, and who contribute a valuable perspective to project teams through their deep functional experience and market knowledge, cutting edge thinking and senior business relationships. Overall, rh

[Redacted text block]

[Redacted text block]

4.4.3. Key staffing principles

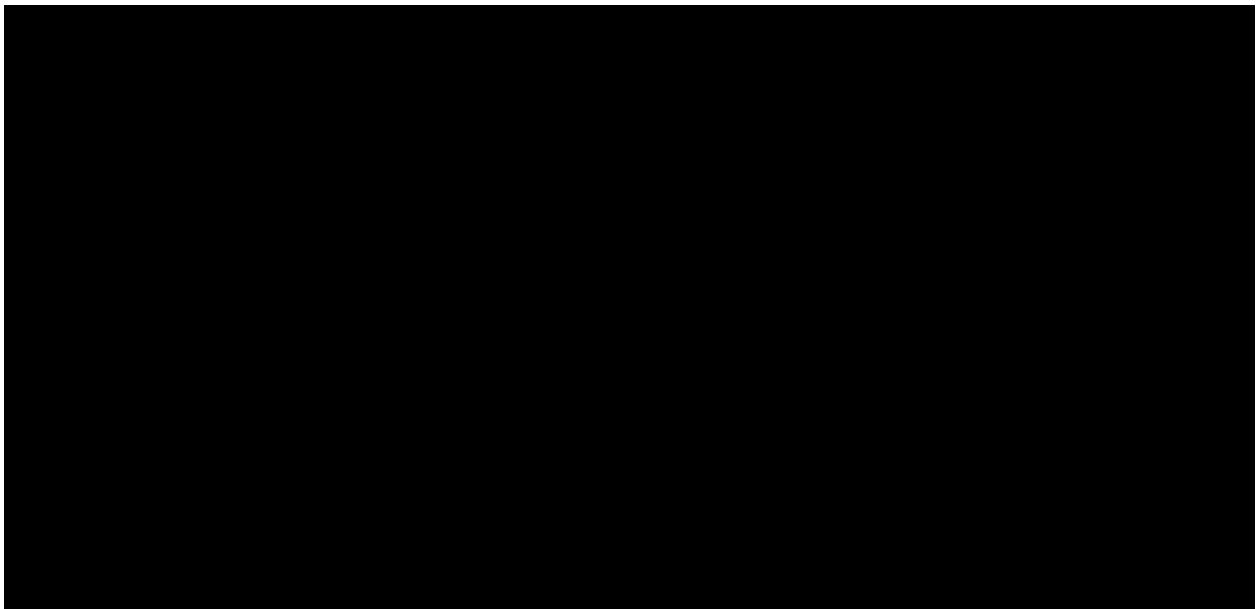
Our team management approach brings global talent to our clients in a way that is flexible to meet their toughest demands, while ensuring efficient communication, strong project governance, and escalation of key decisions. We use the following design principles in setting up our client teams to ensure the right staffing mix for each project:

- **Single point of accountability:** One partner serves as accountability contact for entire project and will have a close and collaborative working relationship with the participating agency, as well as the rest of the core project leadership team.

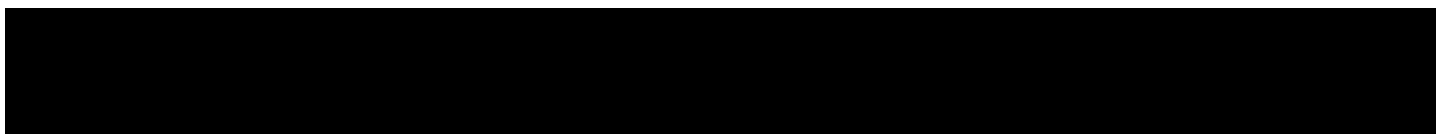
- **Specialized expertise:** We recognize each problem requires specialized strategic, operational and/or technical expertise. As a result, we draw on our broad ecosystem of capabilities and experts to provide end-to-end strategic management consulting services. This is our bringing the “best of BCG” approach.
- **Top-tier team on the ground:** Our teams are led by dedicated full-time regional or local project managers responsible for project direction, coordinating the master workplan and schedule, and ensuring project compliance and execution. These project managers are supported by top-tier consultants and associates with strong analytical and qualitative skills.
- **Flexible support:** BCG’s pool of over 6,000 consulting team staff enables us to staff projects quickly. We ensure appropriate allocation of resources throughout the project and adapt based on the needs of the project to mitigate disruption to consulting support and service delivery.

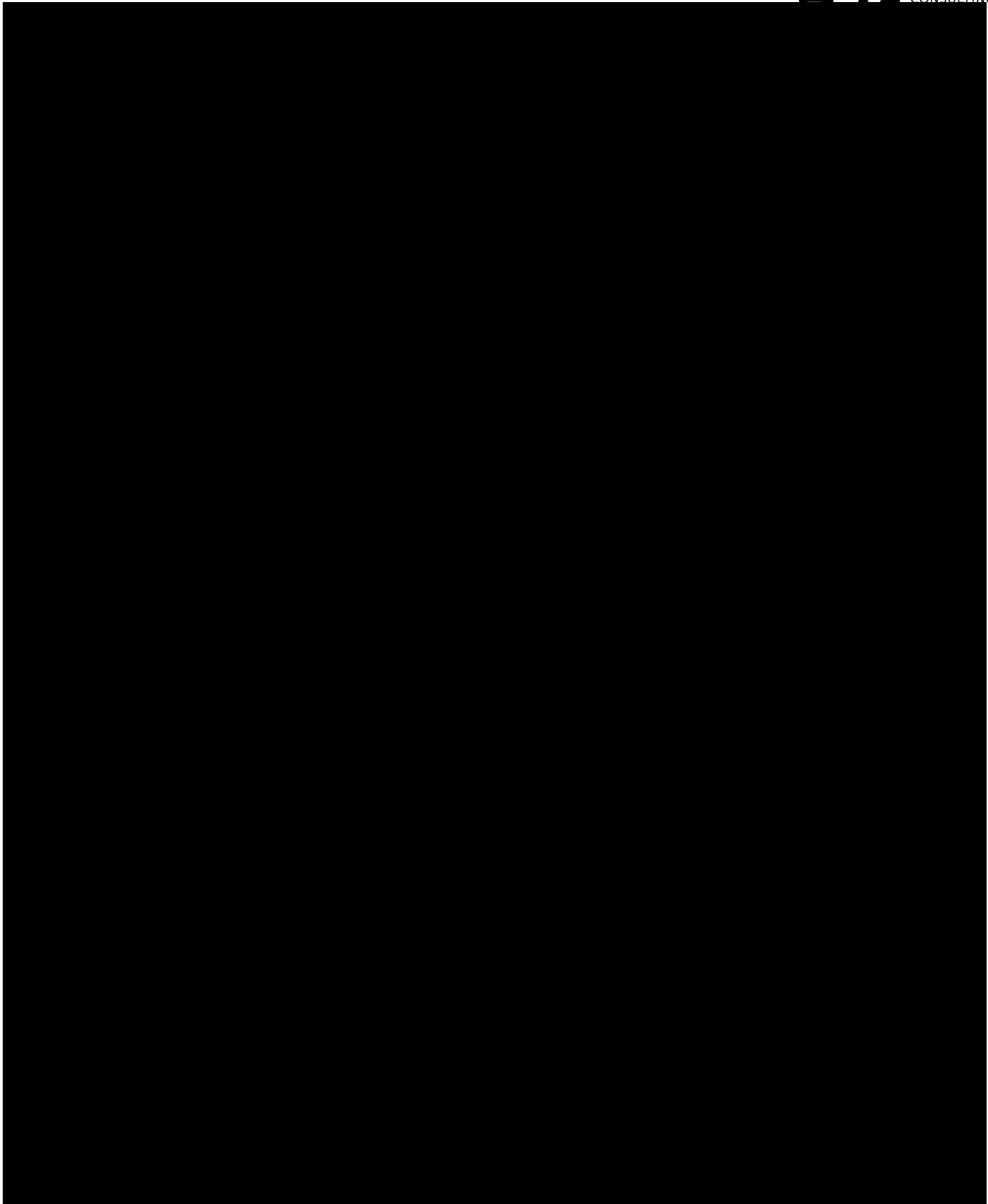
4.5. Corporate office locations

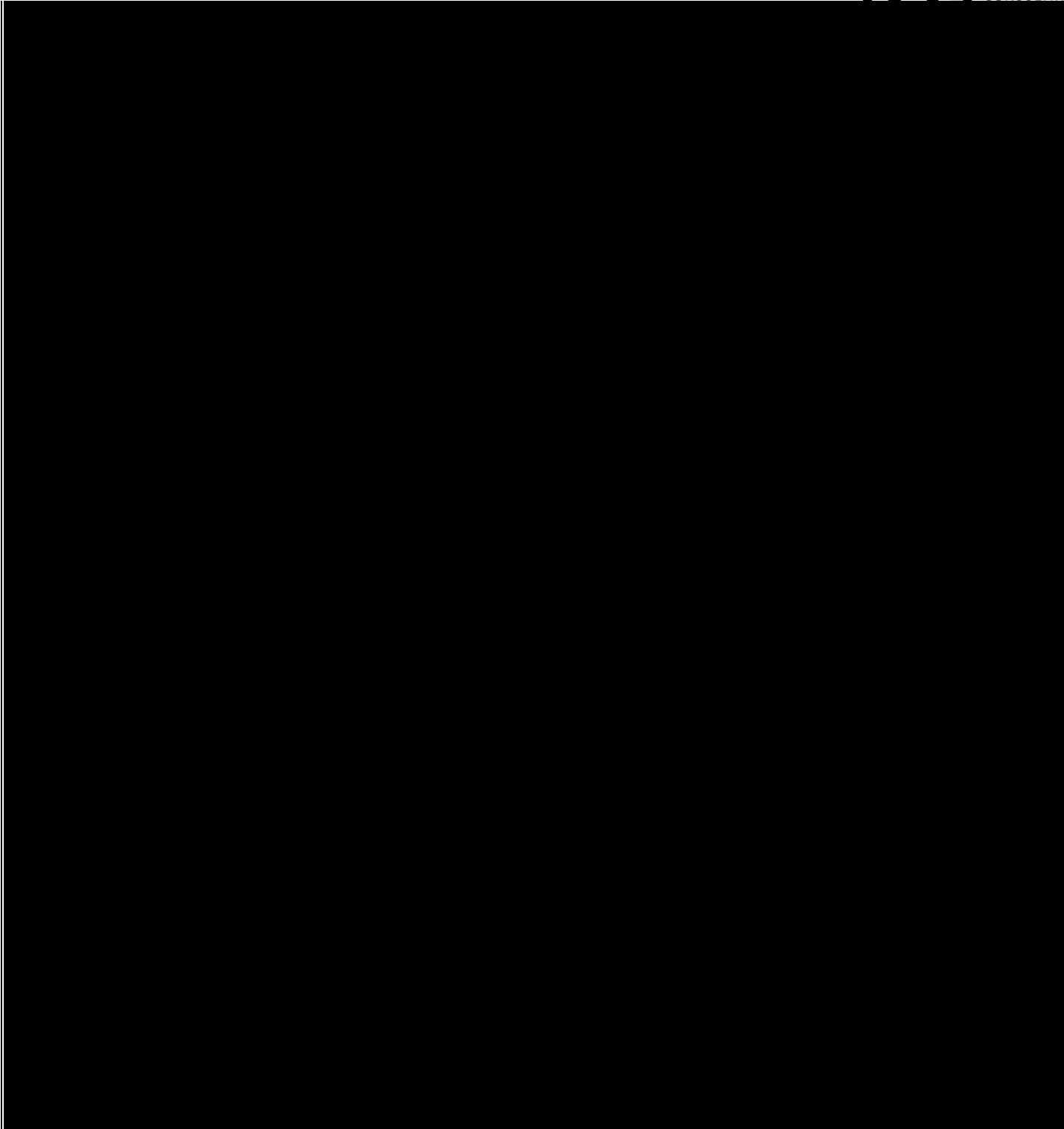
BCG brings global expertise to our clients, with presence in over 100 cities across more than 50 countries as overviewed in Exhibit below. In the United States, we have over 25 offices focused on, or within regional coverage of the states and territories indicated in Tab 3. Key contacts for office locations included below. Sales values for relevant services for states being bid in solicitation are consolidated in section 4.8 response; services for relevant states and locations are consolidated in Tab 5 response.



The key contacts for our core U.S. offices are listed below. Across some office locations, our specialty business units (e.g., BCG Platinion) are also centrally housed:







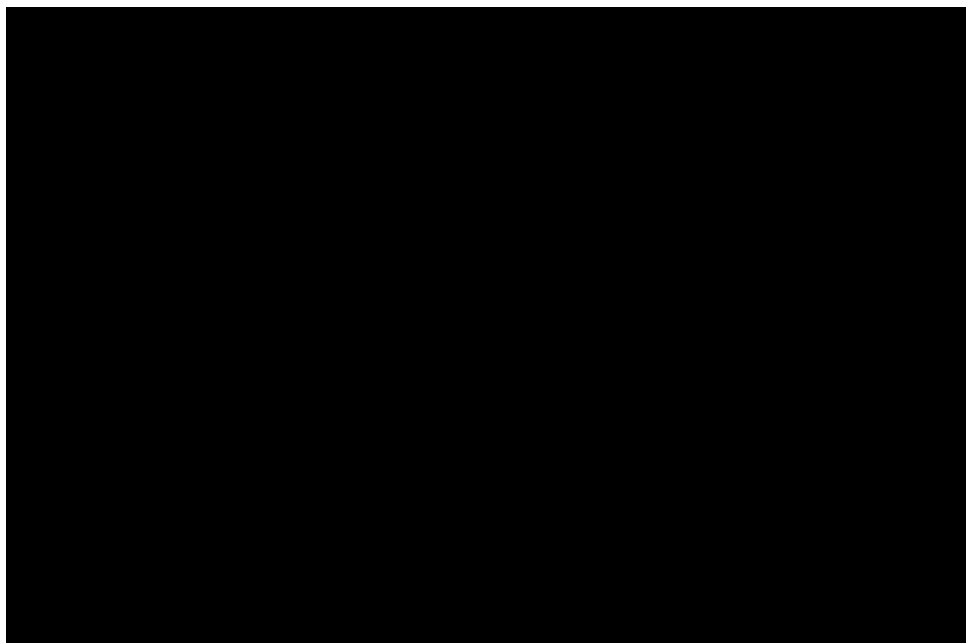
4.6. Define your standard terms of payment

BCG’s standard payment terms are 30 days after receipt of an invoice (Net 30).

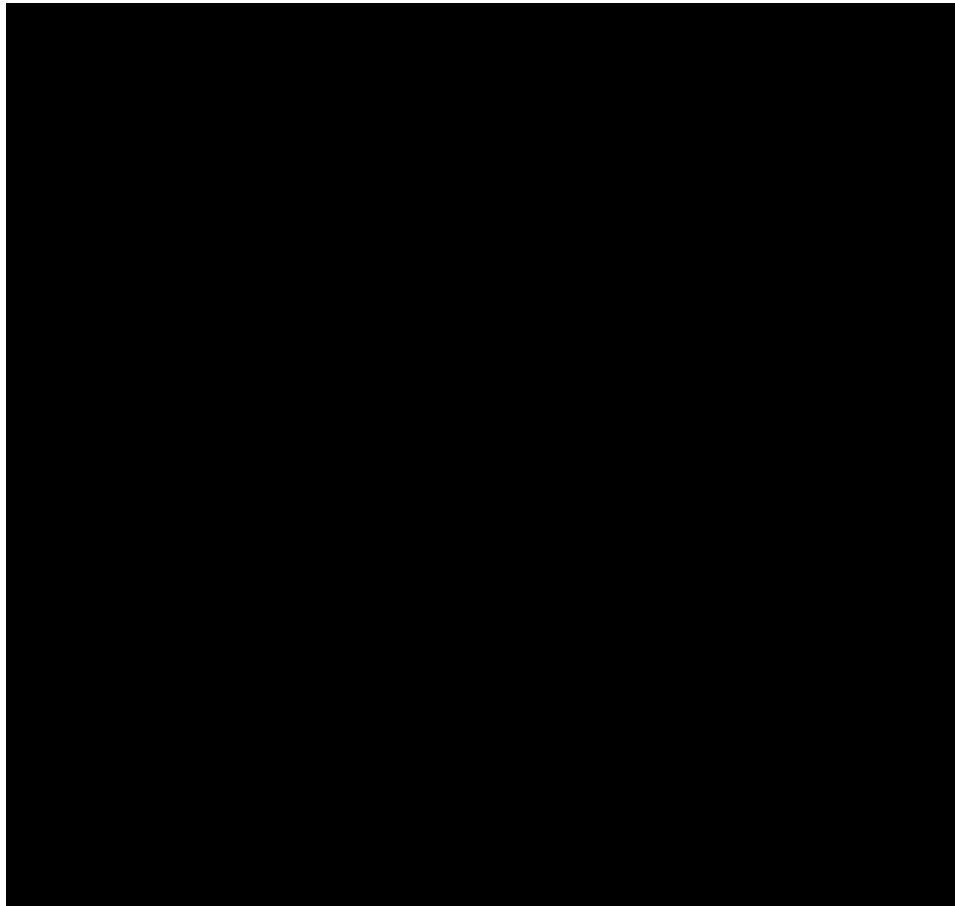
4.7. Who is your competition in the marketplace?

We compete against firms such as Accenture, Bain, McKinsey, Deloitte, PwC, Accenture, Ernst and Young, KPMG, and IBM. External ratings show us leading the market for as one of the best strategic management consulting services firms.

The ALM Vanguard – a trusted research and intelligence series that assesses firms’ relative ability to create impact for their clients – highlighted that “BCG excels in its ability to steer clients through large-scale change initiatives,” ... “[our] approach stands out for being holistic]” ... and “BCG instills discipline and data science” across our depth and breadth of consulting change management capabilities.



The IDC MarketScape – a premier vendor assessment tool across technology markets – named BCG as a “Leader” in worldwide business consulting services, having been a pioneer in strategy since 1963, and through our ongoing progress helping organizations with large-scale transformations. BCG was also recognized for its worldwide impact at directly improving client’s performance, offering an end-to-end transformation approach, and maintaining our commitment to high standard and effective risk management.

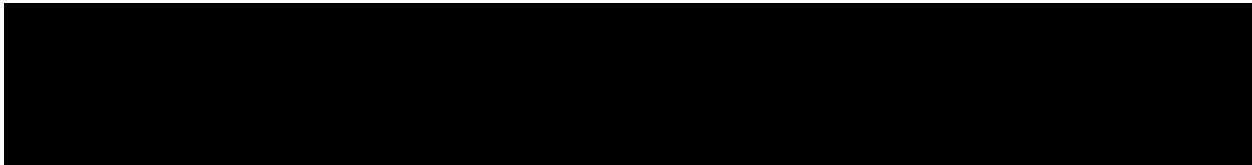


Source: IDC, 2021

4.8. Annual Sales for last 3 years broken out into the following categories – cities and counties, K-12, higher education, and other government agencies and nonprofit organizations:

Our support for US cities and counties, K-12 educational institutions, higher education institutions, state governments and other government agencies has grown rapidly in the past 3 years, from [REDACTED]. With an average annualized growth rate of over [REDACTED] since 2018, the Public Sector is one of BCG's fastest growing practice areas, due to a strategic focus on the space and a strong commitment from our firm's senior leadership to expand our footprint. We expect our expansion in supporting state and local governments to continue, based on our firm's investment in the space, our clients' positive feedback on our work, and the increasing ease with which we will be able to contract with these organizations through various mechanisms like NCPA's cooperative agreements.

In 2022, our sales broke down between categories of American organizations roughly as follows: [REDACTED] came from state governments and cities and counties, and [REDACTED] came from K-12 educational institutions, higher education institutions, and other government agencies or nonprofit organizations.



4.9. Anticipated revenue for the first three (3) years of this agreement.

We anticipate generating [REDACTED] for each of the first three years of the agreement through intentional efforts to engage our leaders and client relationships on the value of the contractual partnership, to the benefit of the states, counties, cities and agencies we'd seek to serve.

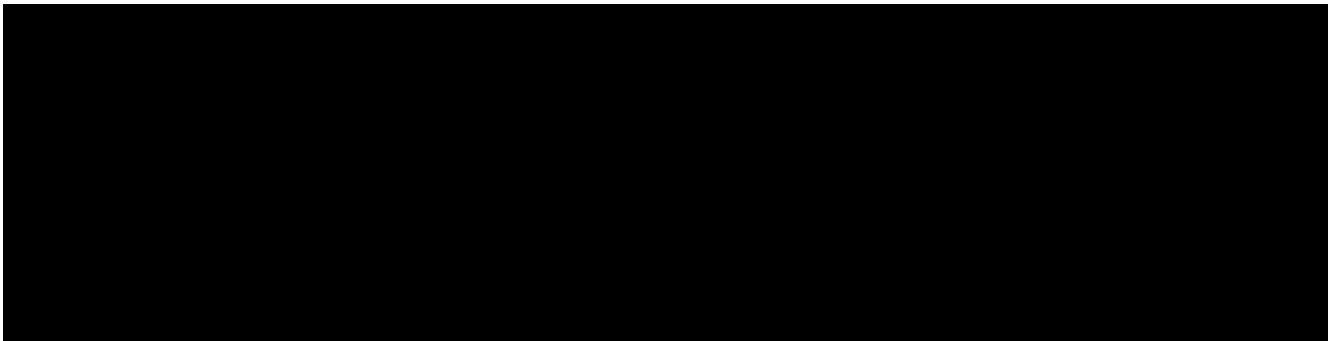
4.10. Differentiation from competitors

Across our competitor landscape, BCG is unique in the way that we act with urgency; combine breadth across industries with depth in supporting the public sector, cities and counties, K-12 and higher education and other government agencies and nonprofits organizations; and achieve results. We have created and sustained our leadership position by attracting and retaining one of our competitive differentiators, our people, and as such BCG has been consistently recognized as being one of the best places to work in America. Additionally, we focus on leading and managing change and enabling our clients to bring insight and unlocked potential and success through collaboration. Our client engagement approach is intentionally collaborative and impact-driven from the outset. As an organization, we are known for delivering customized and practical solutions, facilitating stakeholder buy-in and prioritizing client needs with agility.

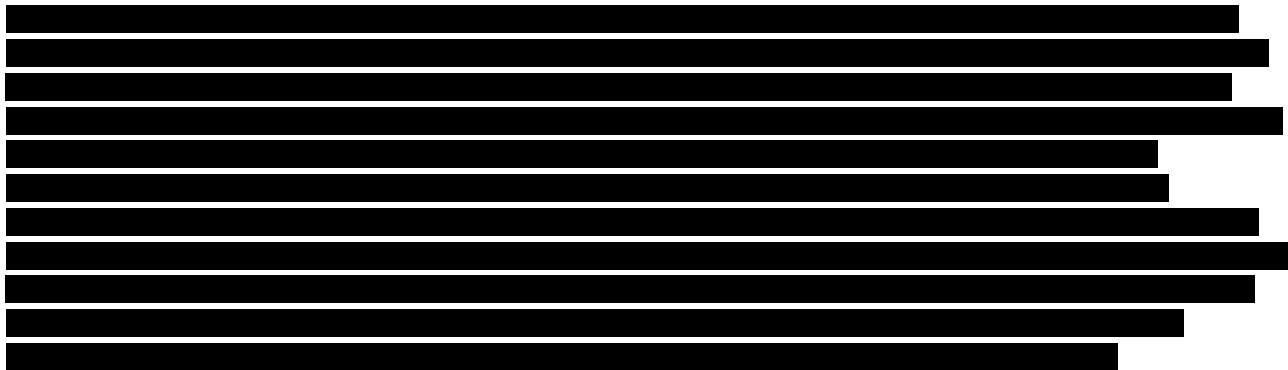
4.11. How we will market this contract

We look forward to marketing this contract through our partnership with NCPA, our client relationships, and our many topical centers of excellence and businesses (*Refer to Tab 8 for more information*). We intend to work with NCPA, as appropriate, to support the educating of potential purchasers on the value of cooperative agreements, as well as the applicability of the specific vehicle in helping them meet their operational needs in a timely and efficient manner.

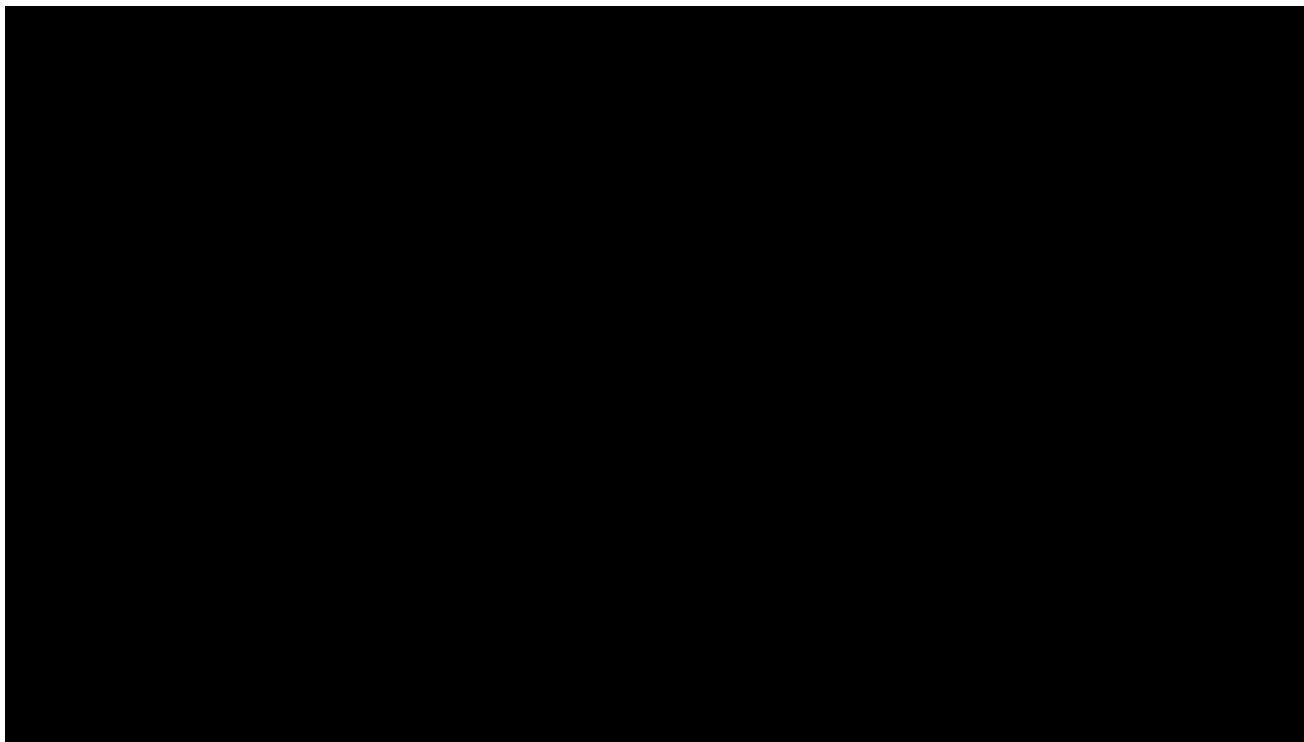
- We have over [REDACTED] Managing Directors, Partners, and Principals leading work in our Public Sector Practice Area who can help us market this contract, in addition to [REDACTED] Public Sector Senior Advisors that can support this aim through their diverse business network. We are investing in our support to state and local governments and educational institutions, in part to market opportunities like this contract.
- We already have relationships with most major city and state governments as well as dozens of large educational institutions, many of whom are eager to find new and more flexible ways to contract with us. In addition, our membership with organizations like the [REDACTED], [REDACTED], [REDACTED], and the [REDACTED] provides BCG with opportunities to showcase our thought leadership and work in a way that states actively seek our insights.
- We have over 15 centers and businesses offering thought leadership and alternative services, all of which are available to connect with and support public sector clients.



4.12. How we will introduce NCPA



4.13. BCG capabilities and website



While we may not have an on-line catalog or ordering website, BCG does maintain an active and relevant website with relevant website with an organizational overview, details on our capabilities (across the firm) and a [specific page for Public Sector topics](#). Our leaders are also equipped to overview the breadth of strategic management service capabilities, as overviewed in Tab 5 and Tab 8, with agencies that engage us on this vehicle. Furthermore, given the nature of our collaborative strategic management consulting services, agencies are able to work collaboratively with BCG leadership team members to design a scope of work that best meets their needs.

4.14. BCG customer service

At BCG, our customer service does not stop until our clients' goals are achieved. We proactively spot issues facing public agencies and other organizations and suggest solutions. We specialize in helping our clients through their toughest challenges, and as such work around the clock as necessary to ensure their needs are met. Each engagement has at least one Managing Director and Partner (MDP) and one project manager who are the main points of contact for the client. While issues can be raised with any BCG colleague, the MDP and project manager are the primary contact points as they are actively engaged in the day-to-day running of the engagement and client dynamic. Additionally, we are available for current and prospective clients 24/7 through our global website and the personal email and telephone numbers of our team members.

4.15. Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

The climate crisis is a defining and existential issue. We recognize the urgent need to reduce global emissions to net zero by 2050 and address systemic threats to our environment. To maximize our impact, we focus on three areas:

- Partnering with our clients to drive climate action
- Shaping the global agenda through partnerships and thought leadership
- Managing our own environmental footprint

In 2019, BCG launched the **Center for Climate Action** to help the private, public, and social sectors align their strategy, operations, and stakeholder engagement with a low-carbon world. The same year, we worked with >250 organizations on climate change, investing to enable almost \$300 million in climate and environment consulting projects. We achieved a 15% reduction in carbon emissions per BCG employee and supported 11 climate-mitigation carbon-offset projects around the globe to maintain carbon neutral company certification.

As a firm, we have pledged to reach net-zero climate impact by 2030, along with:

- Reducing our footprint through a 92% reduction in Scope 1 and Scope 2 emissions per full-time equivalent employee (FTE) and a 48.5% reduction in Scope 3 business travel emissions per FTE by 2025.
- Removing our remaining footprint with the most effective nature-based and engineered solutions at an annual average of \$80 per ton by 2030.
- Becoming climate positive beyond 2030, by removing more carbon than we emit.

- Committing \$400 million over the next decade to enable BCG teams to drive climate and environmental impact across industries and countries.

4.16. Anti-Discrimination Policy

BCG’s “Global Nondiscrimination Policy” (the “Policy”) applies to all BCG employees, directors, partners, and officers, as well as all third parties acting on behalf of BCG, including suppliers, agents, external contractors, and other persons associated with BCG (collectively, “BCGers”).

In effect, the Policy states that BCG does not discriminate against any employee or applicant for employment on the basis of race, color, age, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, citizenship status, physical or mental disability, marital status or genetics in the administration of its employment policies and practices. These include, but are not limited to, hiring, promotions, transfers, recruitment, recruitment advertising, layoffs, discipline, termination, rates of pay and other forms of compensation, and selection for training programs.

Professional advancement within BCG is based upon demonstrated performance and potential professional capacity and achievement. Committed effort, intellectual capacity, analytical and other job skills including demonstrating personal integrity, sound judgment, leadership capabilities, teamwork, and the ability to work effectively with clients are the standards for success at BCG

This policy reaffirms and clearly states our position on nondiscrimination in all areas of employment. This is fundamental to BCG's values and supports our aim of creating a work environment that is founded on integrity and respect for the individual – a culture that we also extend to our business and client relationships.

As an organization, BCG lives by nine values, 5 of which ground our approach to anti-discrimination. These values reinforce the importance of being just and doing well by our staff, all third parties acting on behalf of BCG, and in partnership with our clients:

- **Integrity** as an expression of courage and accountability
- **Respect for the individual** and their capacity and desire for personal growth
- **Partnership** guided by a long-term view of our relationships, internally and with clients
- **Diversity** of thought, expertise, experience, and background
- **Social impact** to make the world a better place

Consistent with our values is an emphasis on supporting and amplifying diversity, equity, and inclusion (DEI) policies, practices, and behaviors. Our commitment to DEI goes well beyond anti-discrimination policies, which have their place in ensuring fair policies and practices.

To fully reflect the world in which we live and work, and to achieve sustainable impact, we:

- Recruit passionate, open-minded people of all gender identities, sexual orientations, ethnicities, abilities, and experience.
- Offer employees global diversity affinity networks for gender and LGBTQ identity, as well as regional networks addressing race, ethnicity, disability, military veterans, and other dimensions. We focus on intersectionality across these networks and provide affiliation, networking, education, sponsorship, mentorship, and access to senior leaders.
- Identify local opportunities in each market to foster inclusion, create greater awareness and education, and drive cultural changes. In North America, this work is driven by Inclusion Accelerators, local office committees responsible for programming and education initiatives

- on topics of culture and identity.
- Invest in proprietary research that helps to inform our people strategy and our understanding of key issues.
 - Offer consulting and provide customized tools to guide decision making, as we work alongside our clients on their DEI strategies.
 - Partner with leading organizations across the globe to learn from those that are best in class and contribute to the evolving dialogue regarding DEI.
 - Joined the Gender and Diversity KPI Alliance to support the use of the key performance indicators to measure gender and diversity in the workforce.

4.17. Vendor Certifications

Our services do not typically require any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, but we often partner with firms that do require certifications such as M/WBE, HUB, SDVOB, etc., especially in our Public Sector practice area.

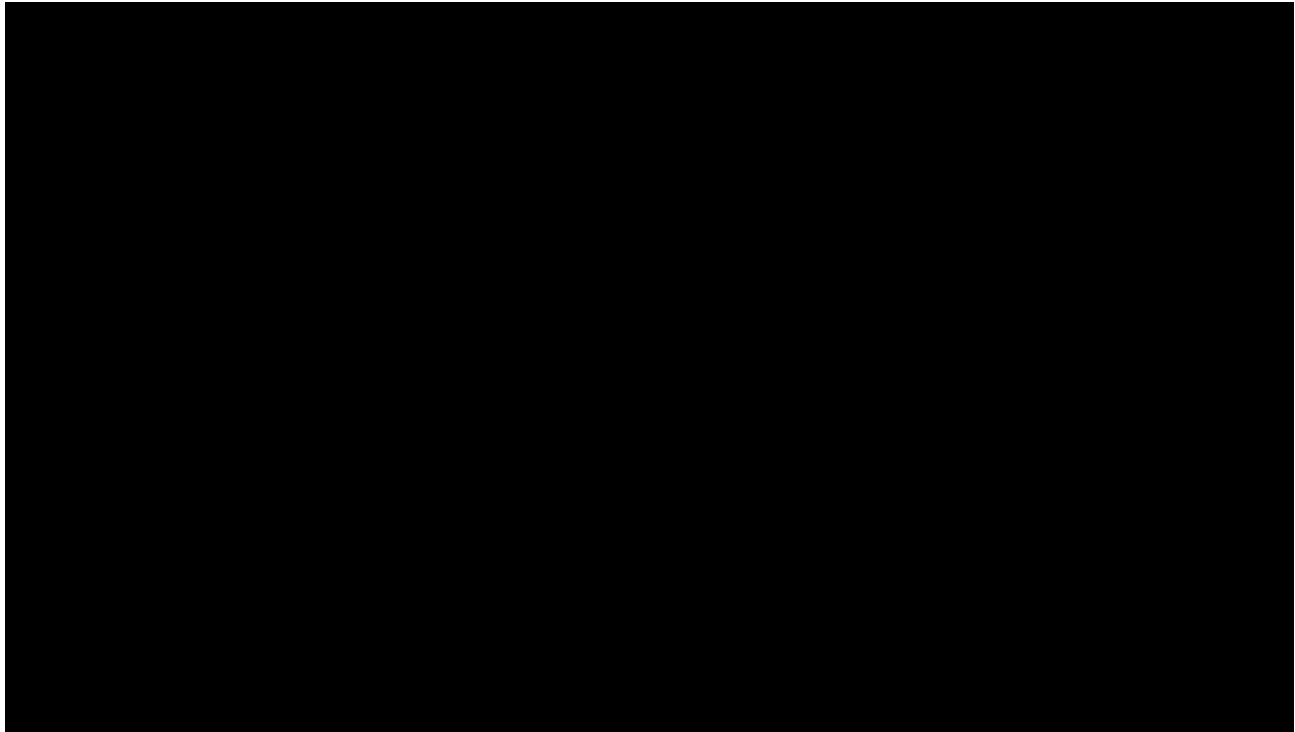
BCG participates in a Mentor Protege program through the Small Business Administration. For instance, we mentor [REDACTED], a multi-state certified Service-Disabled Veteran-Owned Small Business performing under North American Industry Classification System (NAICS) code 541611, Administrative Management and General Management Consulting Services. Our role as a mentor is to assist and enhance the development of our Protege by providing access to BCG Knowledge Transfer, BCG training modules and presentations, third-party services, administrative and support items, proposal development, and new business opportunities with our clients. This partnership will improve our Protege's ability to successfully compete for future contracts.

5. Tab 5 – Products and Services

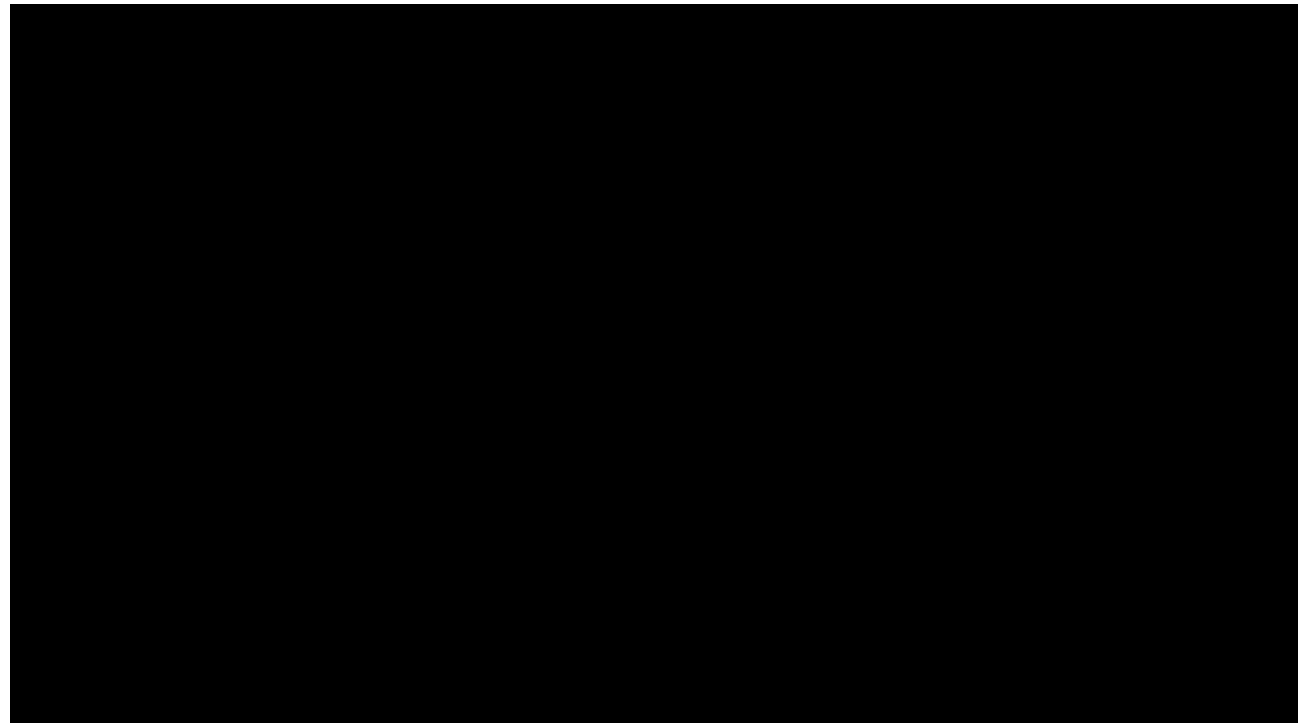
TAB 5 PRODUCTS AND SERVICES

5. Products and Services

A key BCG value proposition is that we bring the best of the firm (“Best of BCG”) to the client, regardless of the whether one functional or topical practice area is the engagement lead. For our Public Sector clients, this means that we bring both deep and broad private sector expertise along with our public sector experience to help solve some of societies’ most pressing issues. We have a 59-year heritage as world leading strategy consultants across every major industry (refer to exhibit below for an illustrative sample), and we are able to leverage leading experts and deep experience in public sector organizations. We empower our public sector, government, education, and other agency partners – and crucially their people – to operate in transformative ways, build the right capabilities, accelerate innovation, and scale practices and processes for the public good.



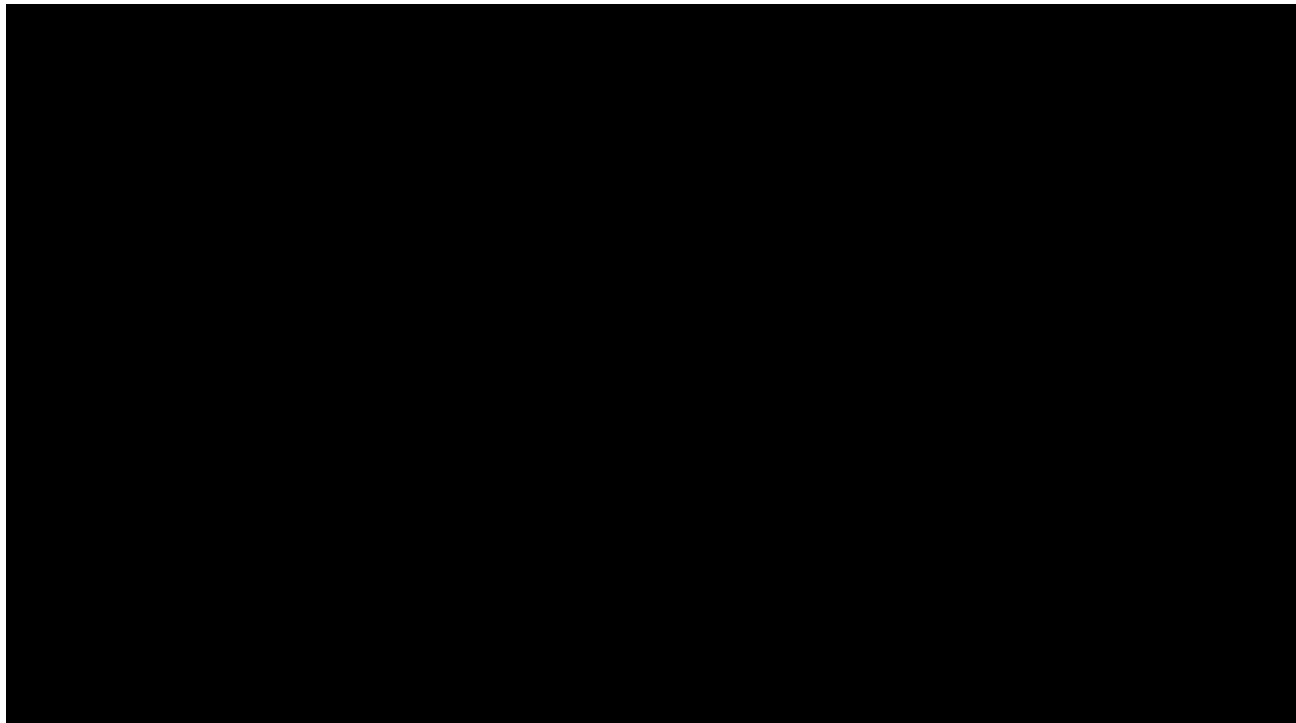
Our Public Sector experience covers all government sectors and functions spanning, but not limited to, the following topic areas: Defense and Security; Economic Development, Finances, and Central Government; Education, Employment and Welfare; Healthcare Systems; Infrastructure and Cities. Our scope also includes functional groups around Digital Government, Operations and Cost in Public Sector, People and Organizations in Public Sector, Transformation, and Climate and Environment.



In the subsequent sections of Tab 5, we present a representative but non-exhaustive set of products and services BCG can offer to your Strategic Management Consulting Services categories. Additional products and services offerings within each category can be discussed upon engagement with public agencies leveraging this vehicle. Across all service categories, BCG offers core analytical – quantitative (e.g., market research, insight derivation) and qualitative (e.g., stakeholder interviews) – project management, meeting facilitation, client and stakeholder engagement, and presentation production skills and services.

5.1. Achieving a better state of health

BCG is committed to achieving a better state of health, everywhere. We serve a wide range of healthcare focused clients in the public sector spanning federal, state, and local agencies, non-profit organizations, payers and managed care organizations, and healthcare systems. Additionally, we work with leading companies in the private and public sectors across biopharma, MedTech, healthcare services, global health, trusts, and foundations. We focus on supporting healthcare systems managers, and all actors in the system to focus on outcomes for patients, and value for the system.



Our scope of strategic management services across healthcare includes, but is not limited to, the following:

- Healthcare strategy
 - Growth and evolving business models
 - Hospital financial resiliency
 - Innovation and disruption
 - Large scale transformation
 - R&D strategy
- Health innovation models
 - Health system transformation
 - Innovation model design
 - Innovation model implementation
- Healthcare payer strategy
 - Cost and performance excellence
 - Medicaid strategy
 - Medicare strategy
- Healthcare analytics and data management
 - Healthcare digital transformation
 - Healthcare information technology
- Additional services that support achieving a better state of health
 - Clinical excellence models
 - Digital patient journeys
 - Healthcare marketing and sales
 - Healthcare operations
 - Healthcare product development
 - Healthcare system corporate development and post-merger integration
 - New ways of working
 - Payment models and system-wide payment reforms

- Public health operating model
- Public health workforce development

5.2. Modernizing public safety

BCG partners with public sector clients to drive impact and is similarly positioned to support public sector organizations in the mission of modernizing public safety. We have partnered with public safety focused clients in the public sector spanning various agency levels. Enabled by BCG's unique capabilities, we work collaboratively with public sector organizations to deliver holistic community engagement, focusing on key areas within public safety including crime, guns, and dealers, accountability and transparency, and workforce investments.

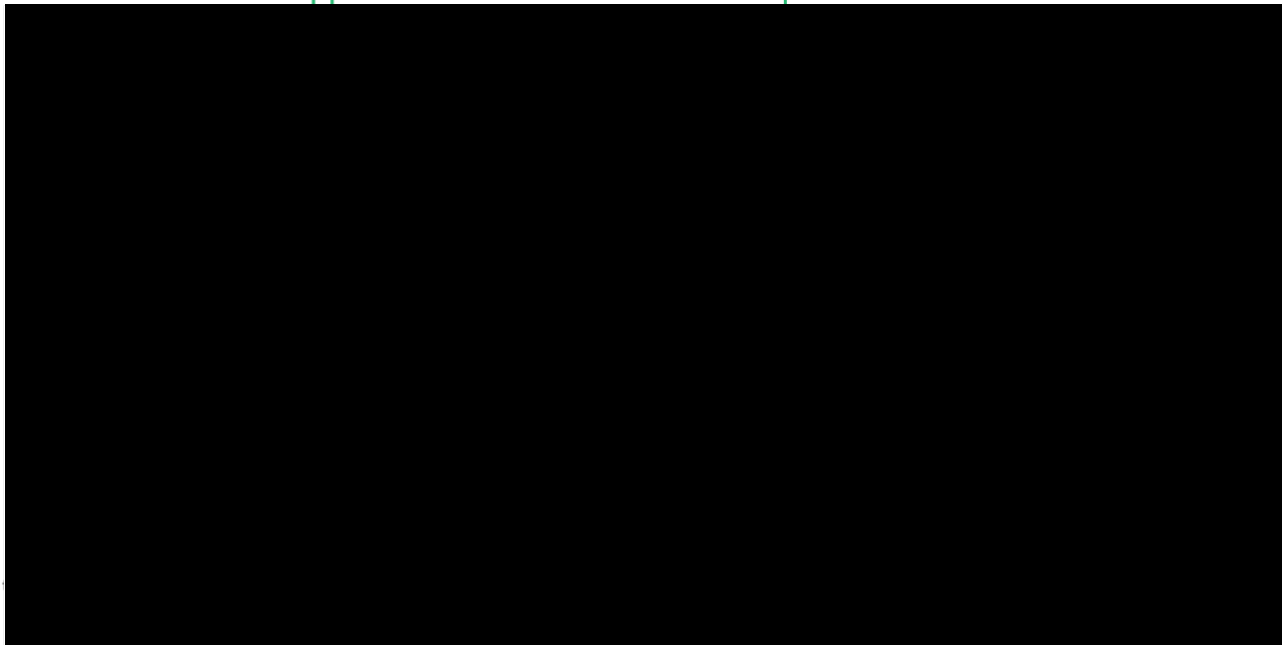
Our scope of strategic management services across within public safety includes, but is not limited to, the following:

- Public safety strategy
 - Accountability and transparency enablement
 - Crime, violence weapons impact assessment and reduction
 - Programmatic funding strategic assessment
 - Strategic vision planning
- Public safety people and workforce strategy
 - Organizational transformation
 - Upskilling and training
 - Public safety workforce development
- Public safety facility innovation
 - Facility innovation design
 - Facility innovation implementation

5.3. Building infrastructure for the 21st century

BCG has a deep understanding of topics around Infrastructure, Transport, and Cities (ITC) and can partner with clients on designing and building infrastructure for the 21st century. We draw on industry and functional expertise to bring the best of BCG to the ITC sector clients. Our experience spans rail, metro, and transit; roads and airports; real estate; cities and regions; engineering, construction, and services; shipping, ports, and logistics; and postal, parcel, and express. BCG is also a thought leader in the ITC sector, with multiple published perspectives on a wide range of top-of-mind topics across infrastructure, transport, and cities.

Our ITC sector supports varied clients and sub-topics



Our scope of strategic management services across infrastructure, transport, and cities includes, but is not limited to, the following:

- Infrastructure performance assessment
- Infrastructure strategy
 - Broadband
 - Crisis and resilience planning
 - Housing market strategy
 - Real estate investment / portfolio strategy
 - Operational transformation
 - Organizational transformation
- Infrastructure innovation
 - Infrastructure innovation design and planning
 - Infrastructure innovation implementation
 - Mobility planning and innovation
 - Smart Cities
- Infrastructure project implementation
 - Bidding excellence
 - Infrastructure financing
 - Network optimization
 - Operations excellence
 - Procurement excellence
- Additional services that support building infrastructure for the 21st century
 - Advanced analytics and simulations
 - City management
 - Digital bid management
 - Digital impact center for asset development & operations
 - Digital governance
 - Digital site operations

- IoT enabled resource / asset management
- Real estate and facility management

5.4. Creating jobs and driving economic growth

BCG has an established track-record of working with clients to support job creation and drive economic growth and development. BCG’s Education, Employment and Welfare topic area is mission-driven to drive significant social impact by dramatically improving outcomes for citizens’ economic stability and overall well-being. We are a global thought leader on employment, labor, and welfare topics, and we have gathered and published extensive insights about impacts of megatrends on labor market dynamics. Our clients span government agencies across all levels, labor and social affairs ministries, and organizations within the public and private sectors. BCG has robust capabilities across key strategic issues pivotal to the future of the labor market, including a fully integrated national virtual labor market and a national strategic workforce planning framework.

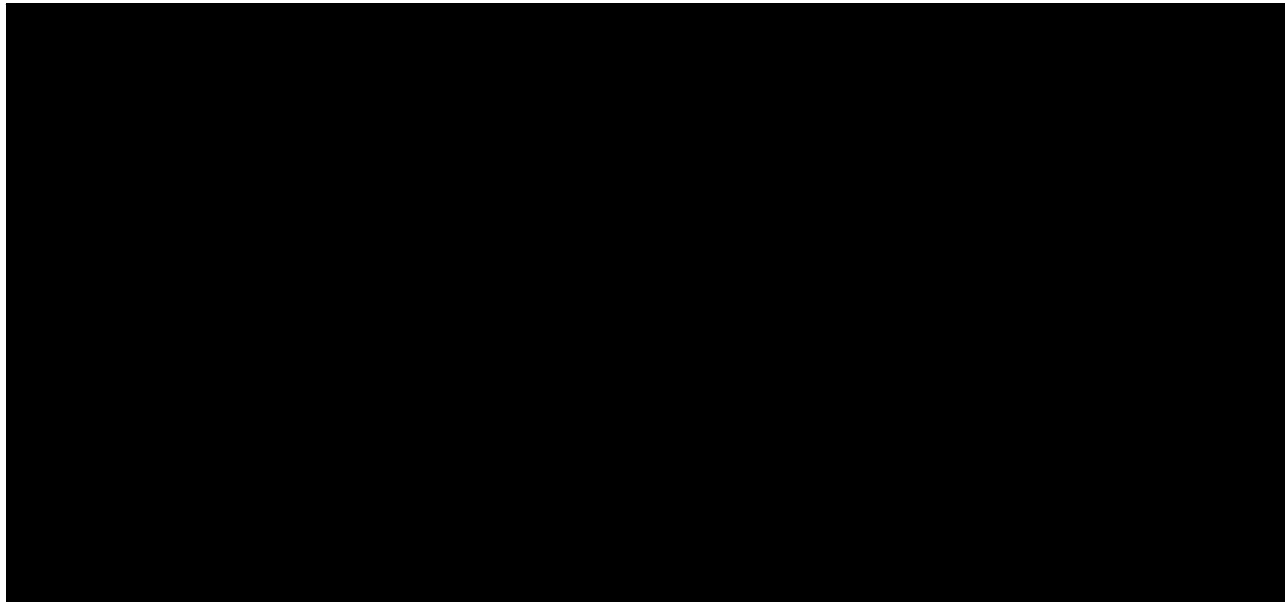
Our scope of strategic management services within job creation and economic growth includes, but is not limited to, the following:

- Economic growth and development strategy
 - Economic development implementation
 - Labor demand assessments
 - Labor supply assessments
- Job creation and workforce development
 - Entrepreneurship and innovation
 - Smart matching
 - Strategic workforce planning
 - Upskilling and reskilling
 - Vocational training
- Additional services that support creating jobs and driving economic growth
 - Crisis and resilience planning
 - Future of work
 - Governance and operating model
 - IT, digital, and E-Gov service delivery
 - Organizational structure design

5.5. Educating citizens for the future

BCG’s Education practice focuses on transforming education systems and helping educate citizens of the future. Our key areas of focus in this domain include early childhood education; primary and secondary education; post-secondary education; higher education; vocational education and workforce development; digital education and ed-tech; and corporate education. We publish on important education and policy issues and have a seat at the table at prominent global education gatherings.

We are working at the forefront of major education trends



Our scope of strategic management services within education includes, but is not limited to, the following:

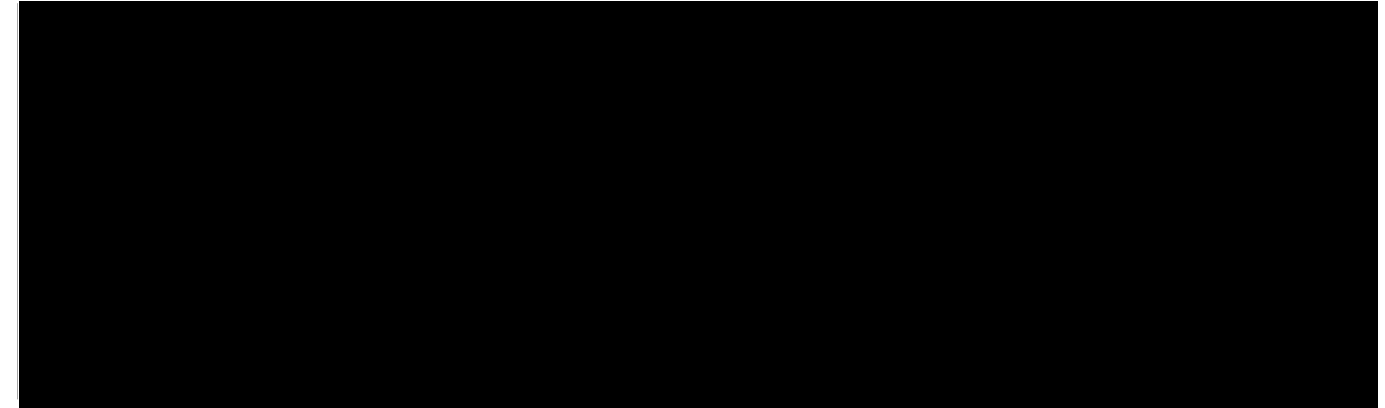
- Education strategy
 - Education outcomes strategic assessment
 - Funding model assessments
 - Growth strategy
- Education organization transformation
 - Service delivery optimization
 - Strategic portfolio planning
- Education innovation models
 - Innovation model design
 - Innovation model implementation
- Digital transformation
 - Data performance and management
 - Technology and innovation
- Additional services that support educating citizens for the future
 - Crisis and resilience planning
 - Future of work
 - Governance and operating model
 - Public private partnership / cross-sector coalition support
 - Vocational training

5.6. Reimagining tax and finance

BCG has essential expertise in public sector tax and finance through the Economic Development, Government Finances, and Center of Government (EFC) sector in the Public Sector practice area. An array of levers exist to improve government finances and achieve more with less – from designing a fair and simple tax regimen, improving spending efficiency, and helping public sector entities manage assets more efficiently. In government tax and finance, we focus on key areas

including revenue development; expenditure management; asset management; budget planning and execution; and public finance institutions and financial regulators.

Finance and tax topic addresses core aspects of managing government revenues, expenditures, and assets



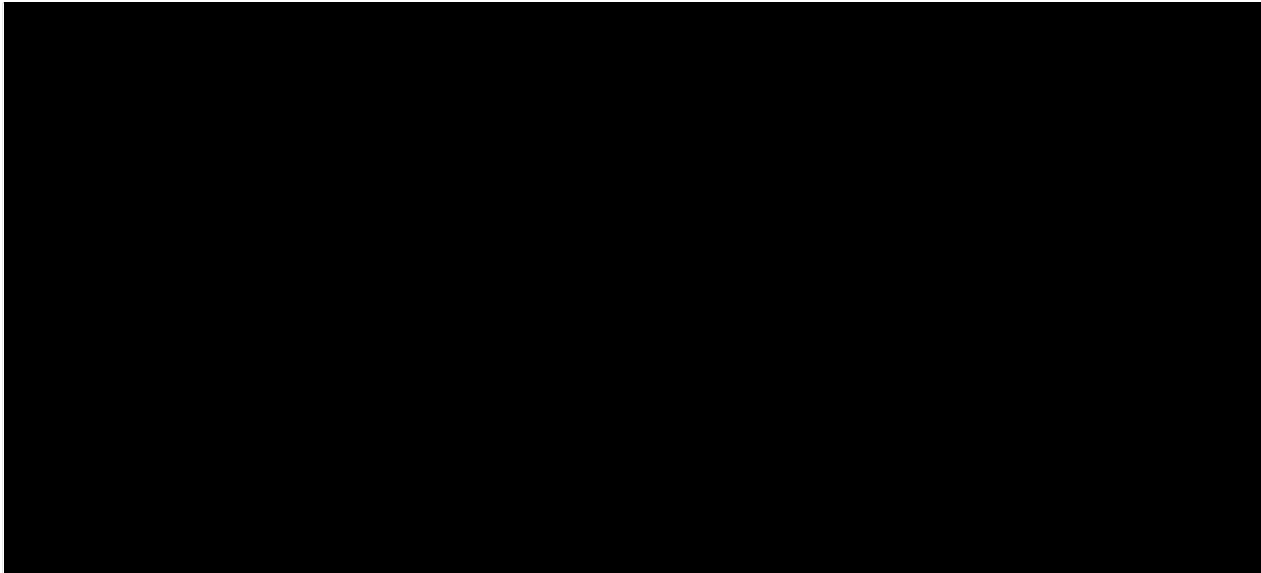
Our scope of strategic management services within tax and finance includes, but is not limited to, the following:

- Tax and finance strategy
- Tax and finance innovation compliance models
 - Finance compliance model
 - Tax compliance model
- Taxpayer customer journey
- Additional services that support reimagining tax and finance
 - Advanced analytics
 - Asset management
 - Expenditure management
 - Public finance and regulatory management
 - Real estate management
 - Revenue development

5.7. Effectively establishing and managing pensions and benefits programs

BCG is a trusted advisor to Pension Plans globally and we have supported our clients in effectively establishing and managing pensions and benefit programs. We have expertise across a wide range of topics and key themes for Pension Plans including fund strategy and operations, portfolio acceleration, and transactions. We have hands-on experience across all major asset classes and industries, including the public sector. Our Principal Investors and Private Equity practice area is a strength and a priority for BCG, and we are able to leverage that industry and functional expertise to address our clients' key topics

Our expertise spans a wide spectrum of topics and key themes for Pension Plans, that is continually renewed ...



Our scope of strategic management services within pensions and benefits includes, but is not limited to, the following:

- Investment, pensions and benefits program strategy
 - Asset management
 - Budget planning and execution
 - Direct investment management
 - Expenditure management
 - Forecast modeling
 - Pension modeling
 - Strategic vision and target planning
- Investment, pensions and benefits program data governance
 - Governance model
 - Investment data warehousing and security
- Implementation of pension of benefit legislation
- Investment, pensions and benefits program operating model
 - Investment process
 - Portfolio management
 - Risk management
- Additional services that support establishing and managing pensions and benefits program entities
 - Digital and advanced analytics
 - Human resources
 - IT platform optimization
 - Operations and back-office optimization
 - Organizational structure design

5.8. Building resilience and crisis response

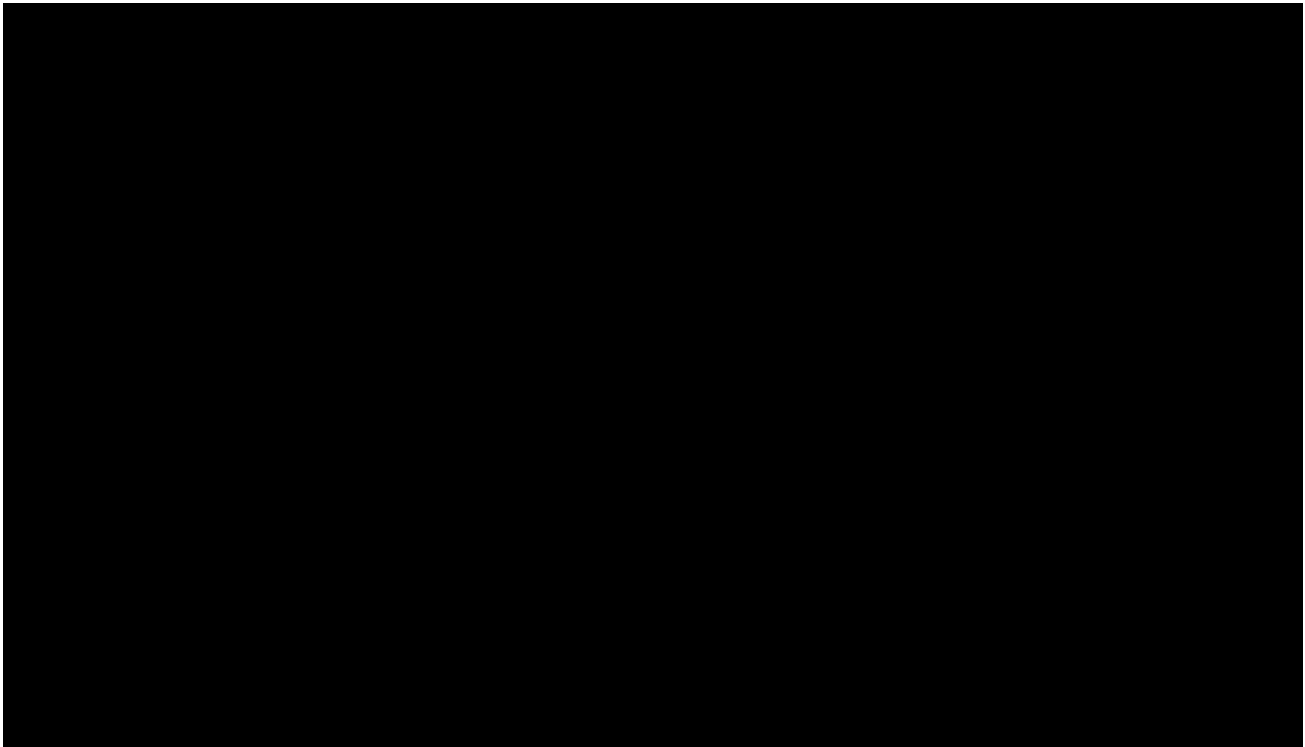
BCG works with national and local governments, corporations, and other organizations to ensure that they are prepared and have built resiliency and crisis response measures, from climate to public health and more. Specifically for the public sector, resilience is vital as there are no backups or alternatives to government, and the resilience of governments is crucial for the resilience of the economy and society more broadly. We partner with public sector organizations to support a wide range of approaches to building resilience and crisis response, including assessing existing local and national response plans, supporting decision-makers with advanced analytics to assess risks, mobilizing action and funding, and partnering with relevant private sector actors to deliver upon key goals and objectives.

Our scope of strategic management services across building resilience and crisis response includes, but is not limited to, the following:

- Climate strategy
 - Adaptation plans
 - Climate risk assessment
 - Climate risk mitigation strategy
- Global/public health and health system strategy
 - Healthcare risk assessment
 - Healthcare risk mitigation strategy
 - Health system capacity building
- Organizational preparedness assessment
 - Organizational capabilities testing
 - Organizational structure design assessment
- Resilient strategy development
 - Environmental sustainability
 - Inclusive economic development
 - Resiliency testing
 - Synergy optimization
- Crisis management
 - Crisis management strategy
 - Crisis management implementation support
- Additional services that support building resilience and managing crisis response
 - Biodiversity, ecosystem services, and habitat conservation
 - Circular economy and waste management
 - Climate change mitigation and adaptation
 - Funding model assessment
 - Strategic vision planning / resetting

5.9. Transforming back-office functions

BCG has experience working with clients to transform their back-office functions. We draw from robust functional capabilities in key transformation topics, including people and organization, digital operations, and cost, combined with a wide range of proven tools and frameworks to develop change plans and ensure executions. BCG has a deep understanding of public sector clients, their challenges, and their environments, and we are able to integrate best practice from private sector to the public sector context.



Our scope of strategic management services within back-office function transformation includes, but is not limited to, the following:

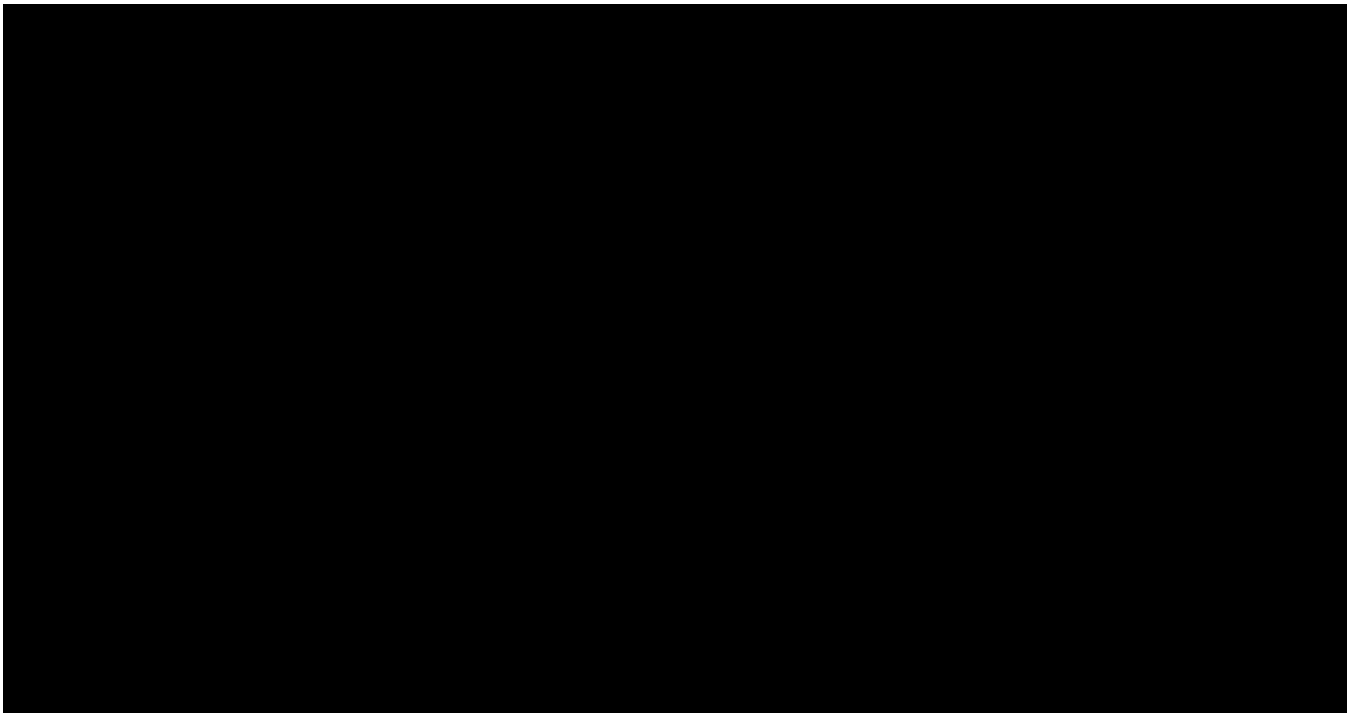
- Back-office function transformation
 - End-to-end optimization and digitization
 - Finance function support
 - HR function support
 - Legal function support
 - Procurement function support
 - Risk function support
- Back-office strategy
 - Back-office IT strategy
 - Business process redesign
- Procurement strategy
 - Asset optimization
 - Procurement optimization
- IT portfolio management
 - IT organization strategy
- Additional services that support transforming back-office functions
 - Business advisory and support
 - Service operations
 - Strategic planning

5.10. Driving operational transformations

BCG has extensive experience driving operational transformations in the public sector. We provide state-of-art methodologies and cutting-edge IP to guide transformation. BCG has developed a comprehensive approach for Transformations in Government combining our substantial experience, proven tools, and latest thinking on the topic. To achieve transformative impact, we

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support public entities in defining aspirational goals and designing a future-proof operating model; our approach identifies the most impactful levers for transformation.



Our scope of strategic management services across operational transformations includes, but is not limited to, the following:

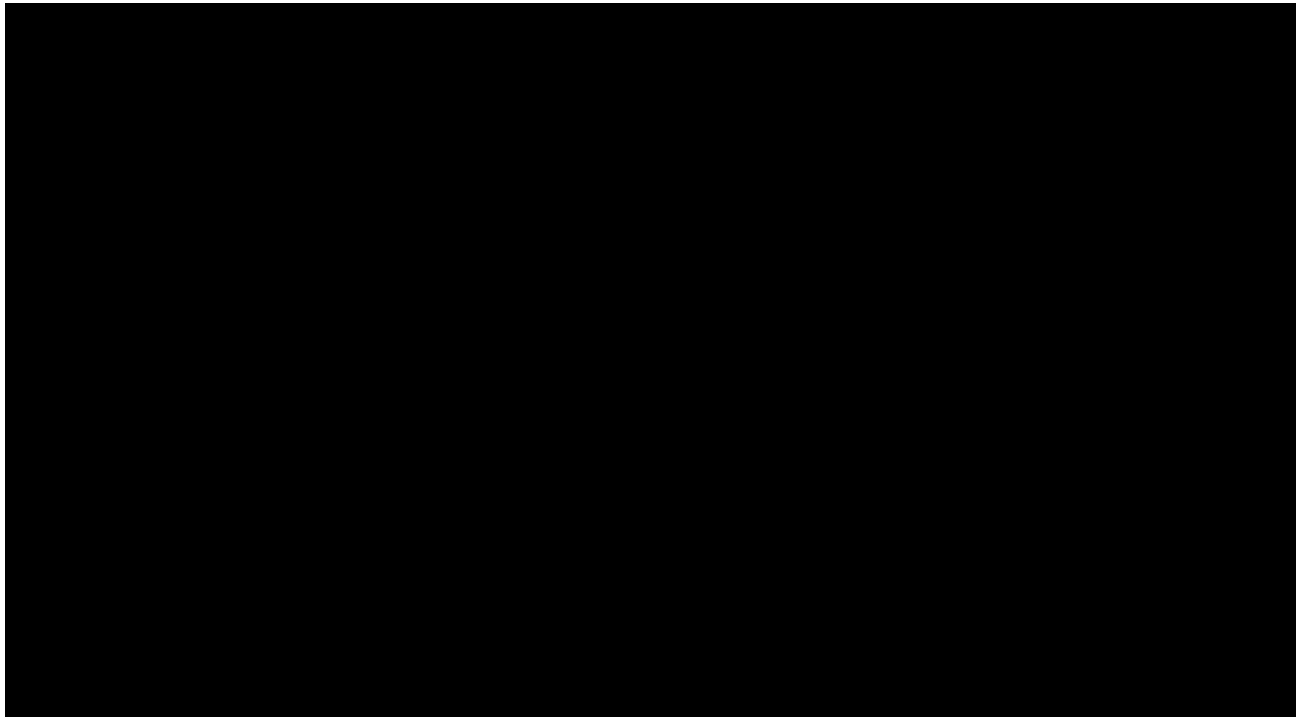
- Transformation program management
 - Business case development
 - Cross-organizational / communication planning
 - Cost and resource assessment and modeling
 - Performance assessment and diagnostic
 - Program management design
 - Program management implementation and oversight
 - Strategic vision planning
- Additional services that support driving operational transformation
 - Build Operate Transfer (BOT) digital solutions model
 - Capability and capacity building
 - Process improvement
 - Service delivery optimization

5.11. Creating a better citizen experience including digitization

BCG is committed to creating a better citizen experience including digitization. Building a public sector that is fit for the future requires governments to digitize existing products and services. We bring global experience and expertise, strategic partnerships, and proprietary tools to help public sector clients digitally transform and reimagine what is possible for citizens. BCG takes a holistic approach to digital transformation, supported by a number of BCG’s special entities, including BCG GAMMA (advanced analytics), BCG Digital Ventures (dedicated business-building firm of BCG),

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BCG Omnia (digital products, services, and architecture), and BCG Platinion (digital solutions and IT architecture).



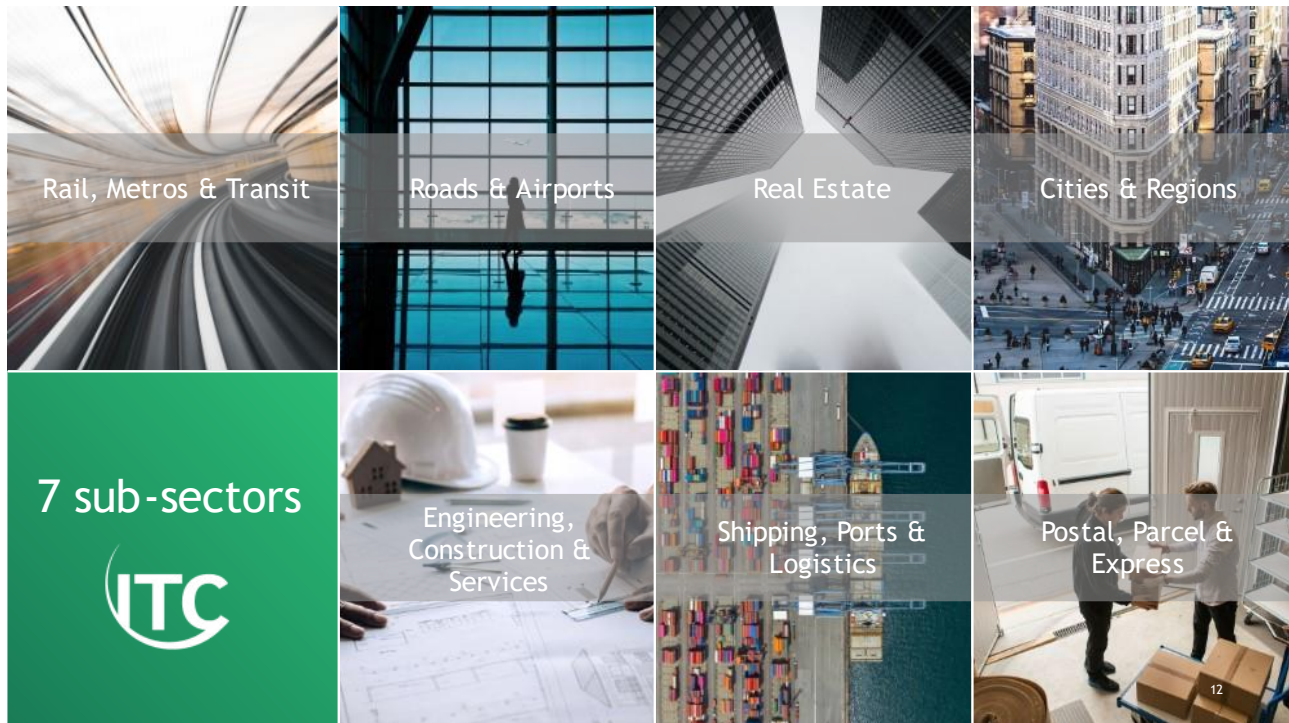
Our scope of strategic management services within citizen experience and digitization includes, but is not limited to, the following:

- Market research and analysis on citizen journey
 - Customer insights
 - Customer surveys
 - Expert interviews
 - Use case development
- Service digitization assessment and transformation
 - Service transformation implementation
 - Service transformation strategy
- Additional services that support citizen experience and digitization
 - Data analytics consulting services
 - Data and digital compliance oversight
 - Data and digital governance and implementation
 - Data and digital operating model development
 - Data and digital stakeholder engagement
 - Digital governance
 - Digital platforms
 - Digital site operations
 - Digital strategy and roadmap
 - IT assessments
 - Technology strategy and consulting (including cloud strategy and IT organization / operating model)

5.12. Addressing capital productivity and capital management

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BCG provides the building blocks that public- and private-sector clients need to succeed as they envision the massive needs of designing, building, and maintaining 21st century infrastructure. Our Infrastructure, Transportation, and Cities (ITC) sector group has experience in capital planning, real estate, portfolio optimization, engineering and construction, transportation, postal and parcel, and cities and regions.

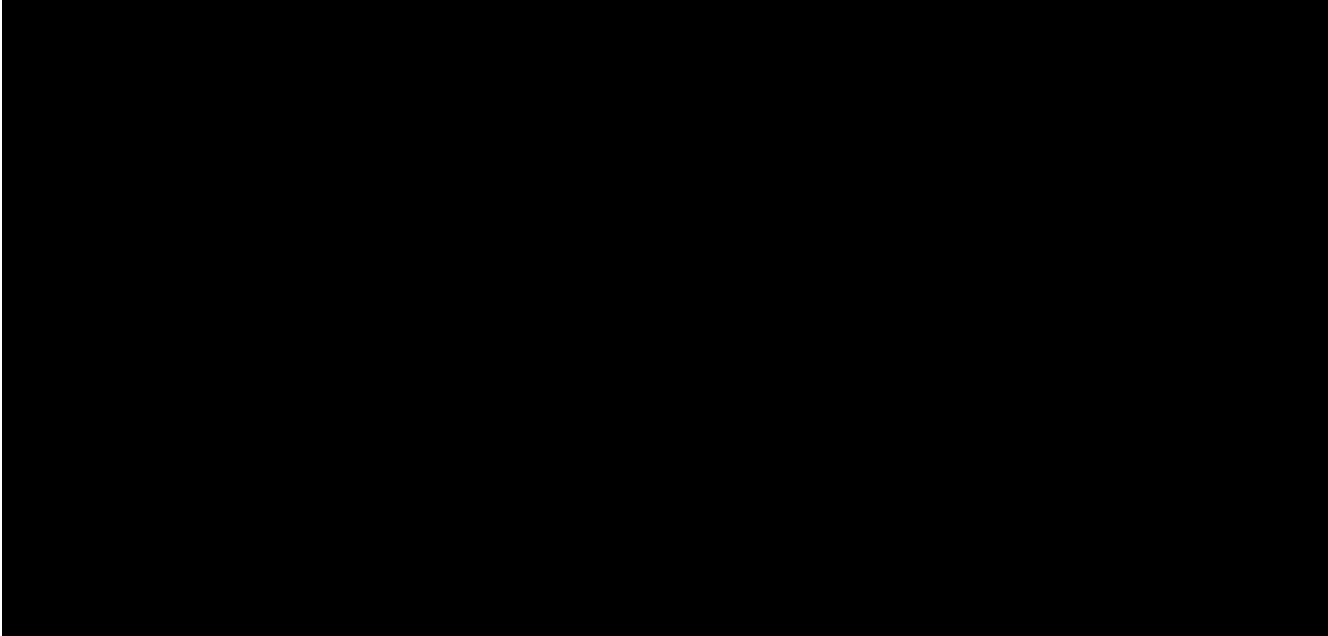


Our scope of strategic management services across addressing capital productivity and capital management includes, but is not limited to, the following:

- Capital allocation process planning and design
- Capital investment modeling
- Capital procurement process redesign
- Capital management strategy
 - Business process improvement
 - Efficiency assessment
 - Large scale project management
 - Large scale transformation
 - Program design and implementation
 - Strategic planning
- Additional services that support addressing capital productivity and capital management
 - Asset and portfolio management
 - Property and facility management
 - Resource capacity modeling and planning
 - Risk analysis and management
 - Space utilization

5.13. Developing effective strategies and plans

BCG helps clients develop effective strategies and plans. We are thought leaders in the field of strategy development and implementation – BCG has been researching and innovating strategy development since our inception, almost 60 years ago. We have broad experience in the development and anchoring of strategy processes and understand the strategic challenges and specifics of public sector from daily project work.



Source: BCG

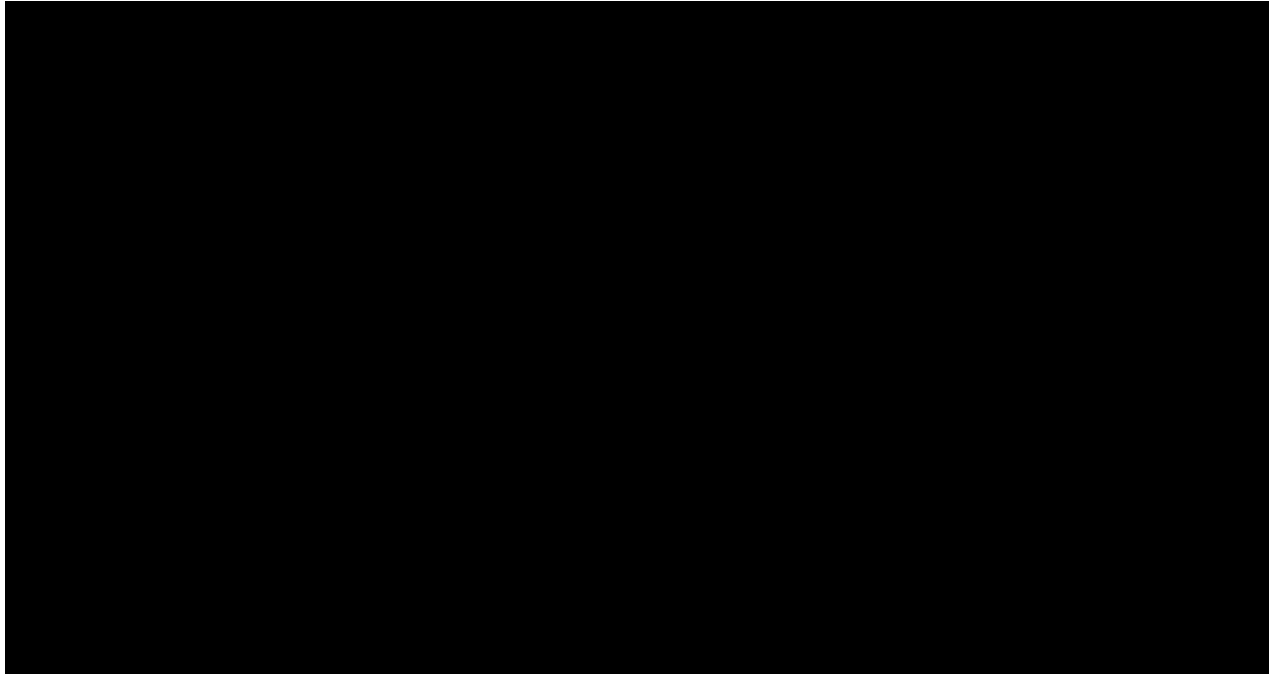
Our scope of strategic management services across developing effective strategies and plans includes, but is not limited to, the following:

- Strategic and operational planning
 - Long-term strategic and operational planning
 - Short-term strategic and operational planning
- Strategic planning priority assessment
 - Portfolio prioritization assessment
- Strategic performance management
 - Strategic performance management design
 - Strategic performance management implementation
- Business advisory and support
- Business process improvement
- Modelling and strategic analysis
 - Research and analysis
- Additional services that support developing effective strategies and plans
 - Agile strategy
 - Capacity planning
 - Digital, data, and AI strategy
 - Growth and innovation
 - People and organization strategic support

- Vision, mission, and purpose

5.14. Applying advanced analytics

BCG has robust experience applying advanced analytics and leading digital across government, industries, and functions. We deliver robust digital capabilities, advanced analytics, and deep learning provided by our BCG GAMMA (advanced analytics), BCG Digital Ventures (dedicated business-building firm of BCG), BCG Omnia (digital products, services, and architecture), and BCG Platinion (digital solutions and IT architecture).



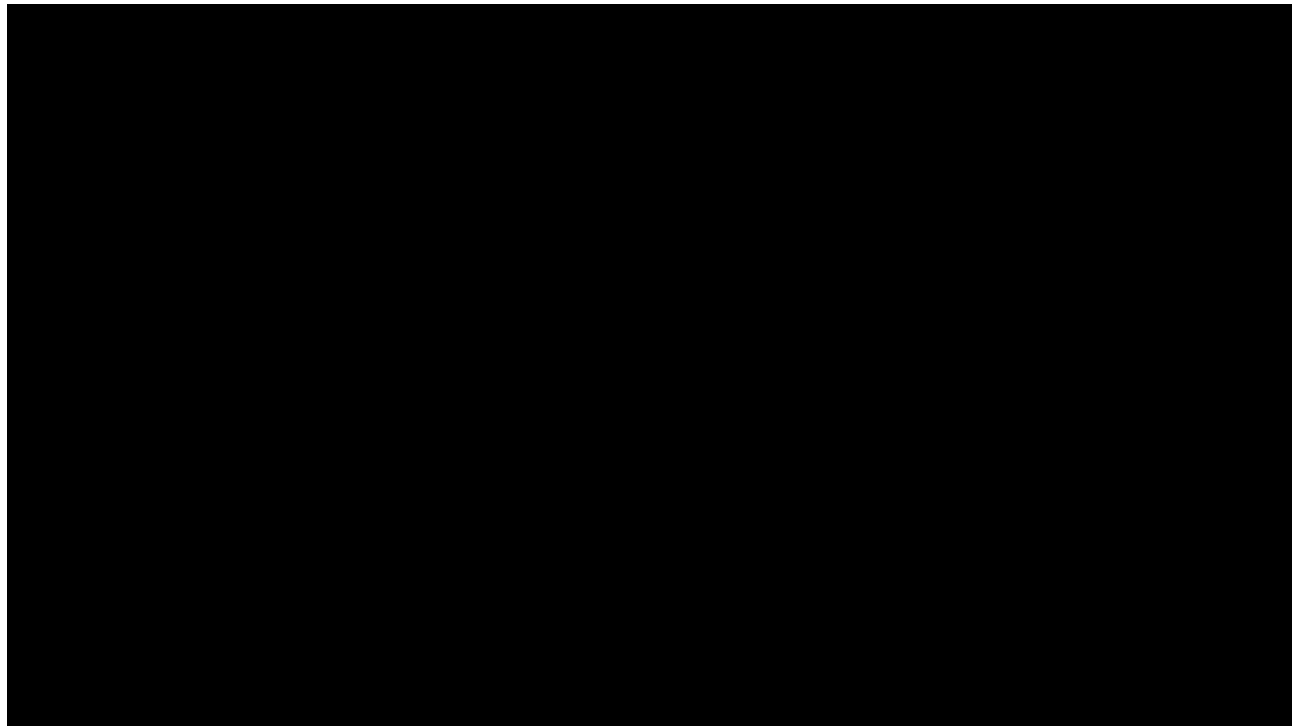
Our scope of strategic management services within advanced analytics includes, but is not limited to, the following:

- Advanced analytics strategy
 - Advanced analytics use case development
 - Long-term analytics strategy
 - Short-term analytics strategy
- Advanced analytics use implementation
- Data architecture design
- Data and digital capabilities development
 - Agility and adaptability
 - Customer centricity
 - Cybersecurity
 - Data sovereignty
 - IT cost optimization
- Analytical model and tool redesign / reengineering
- Additional services that support applying advanced analytics
 - AI at scale
 - Data and digital platform

- Data strategy and analytics
- Digital ecosystems
- Tech workforce and skilling

5.15. Transforming organizations, workforce, and culture

Business transformation is essential to adapt to ever-changing conditions and BCG can help clients as they transform their organizations, workforce, and culture. We find that it is imperative to take an end-to-end approach for org transformation, and we have extensive experience supporting a broad range of organizations through the process of defining strategic intent, building a delivery model, aligning org enablers, and driving executional certainty. BCG has the expertise to guide organizational transformations that lead to long-term benefits for the workforce, culture, and organization.



Our scope of strategic management services across organizations, workforce, and culture includes, but is not limited to, the following:

- Organizational design and transformation
 - Culture
 - Organizational strategy alignment
 - Organizational structure assessment
 - Organizational structure design and redesign
 - Strategic workforce planning
 - Vision, mission, and purpose
- Organizational change management
 - AI, data and emerging technologies
 - “Always On” Transformation
 - Human-centricity
 - New ways of working

- Remote / hybrid workforce
 - Sustainability and ESG
- Human capital consulting
 - Workforce strategy and planning
 - Implementation of organization, workforce, talent, and culture strategies
- Additional services that support transforming organizations, workforce, and culture
 - Customized training
 - Leadership development and coaching services
 - People strategy
 - Succession and transition planning

5.16. Managing risk

The Risk and Compliance practice area at BCG helps clients manage risk with a three-pronged focus on strategy, transformation, and technical capacity building. We help clients manage key risks strategically to advance organizational resilience and establish a profound risk culture. We support organizations across sectors as they transform risk and compliance operating models – not just because of regulatory sanctions or findings. BCG also works to advance clients’ technical set-up with the help of our expertise in risk modelling, analytics, digitization, and regulation.

Our scope of strategic management services within risk management includes, but is not limited to, the following:

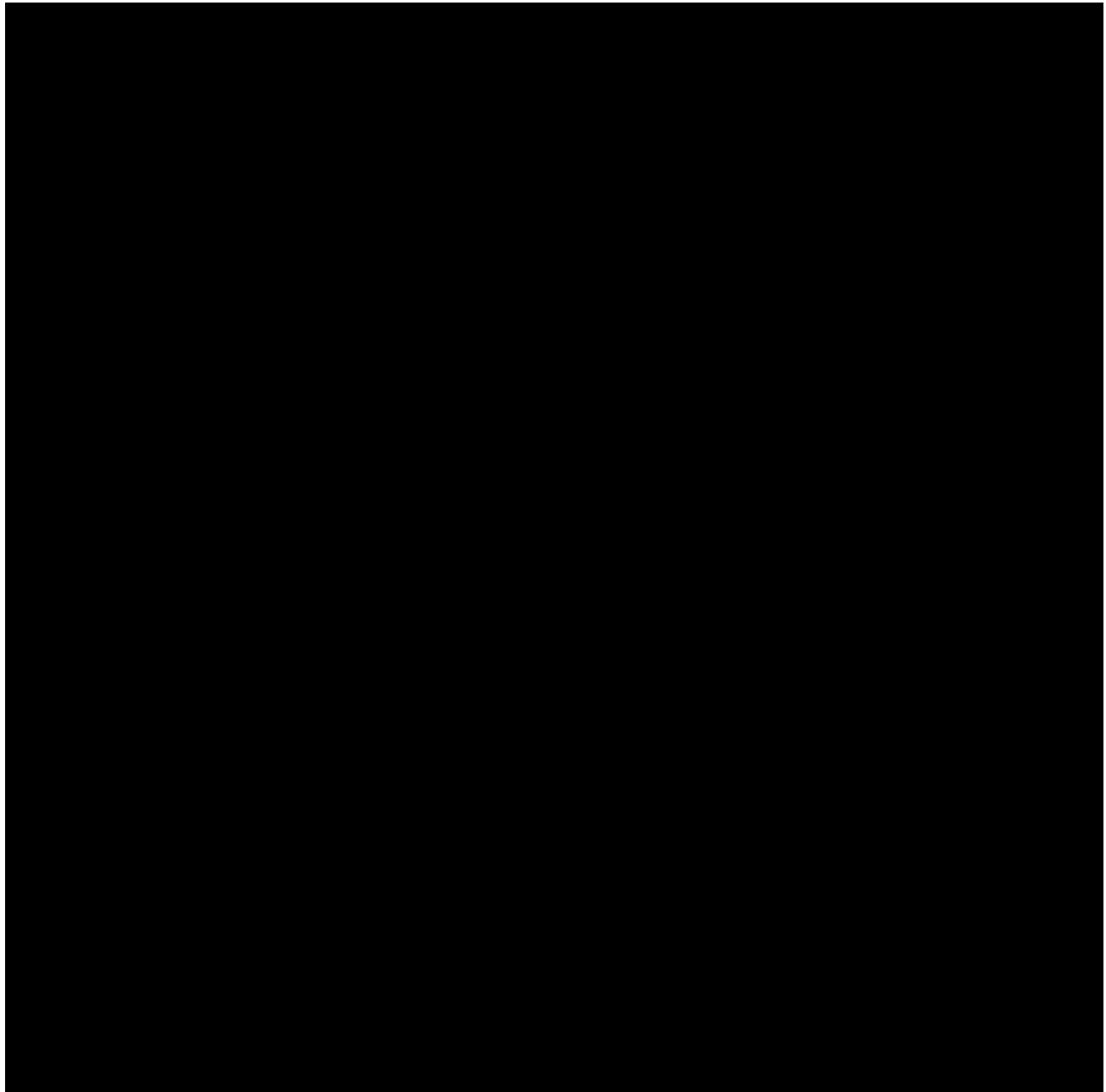
- Risk assessment
 - Risk assessment process design
 - Risk assessment process implementation
- Risk management
 - Advanced analytics for risk management
 - Risk management strategy
- Additional services that support managing risk
 - Compliance and crisis management
 - Credit risk management
 - Cyber and digital risk management
 - ESG risk and compliance
 - Market and commodity risk management
 - Regulation and supervision
 - Risk analytics and technology
 - Risk organization, operations, and operational risk
 - Supply chain, trade, and geopolitics risk management

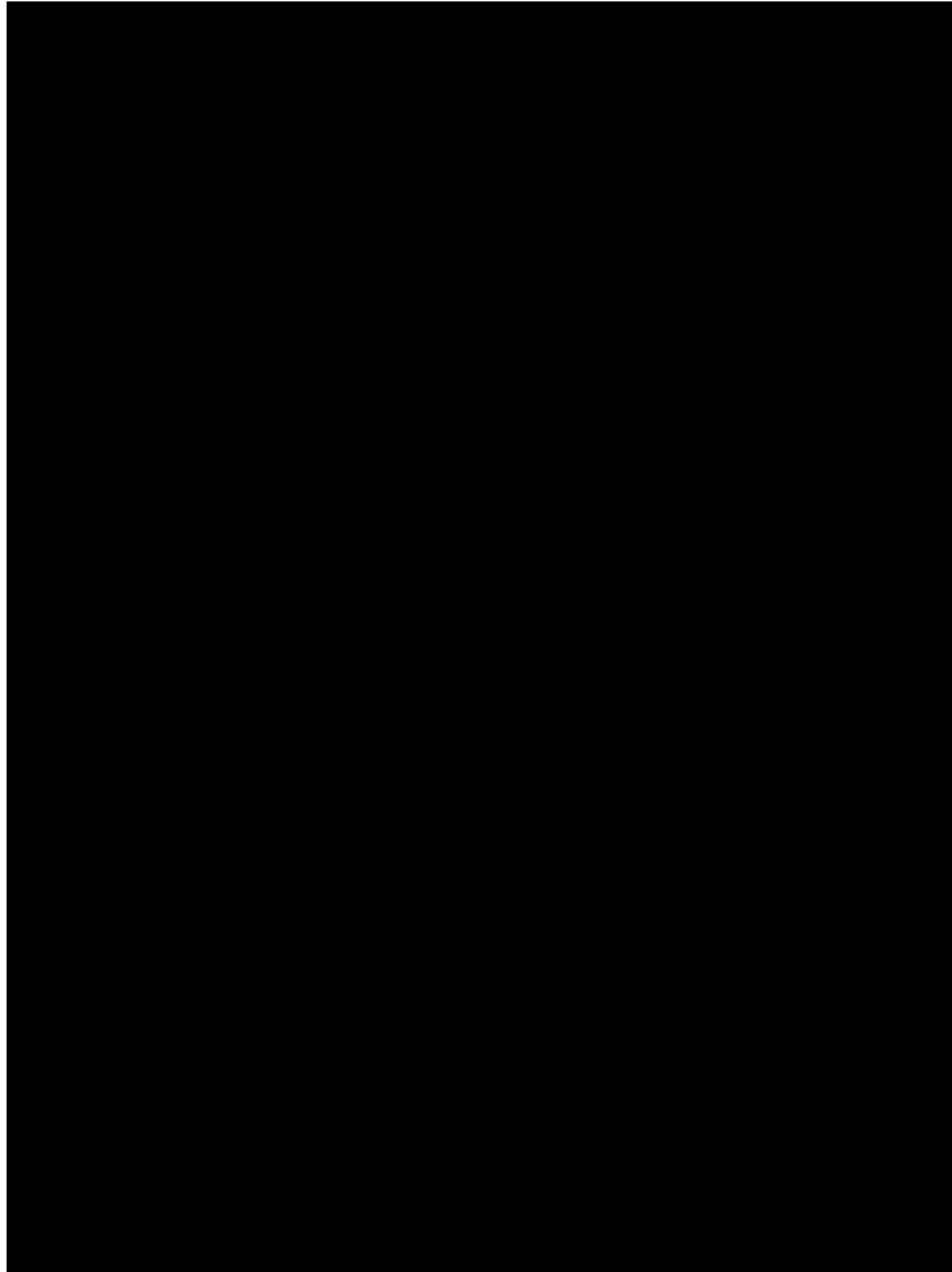
6. Tab 6 – References

TAB 6 REFERENCES

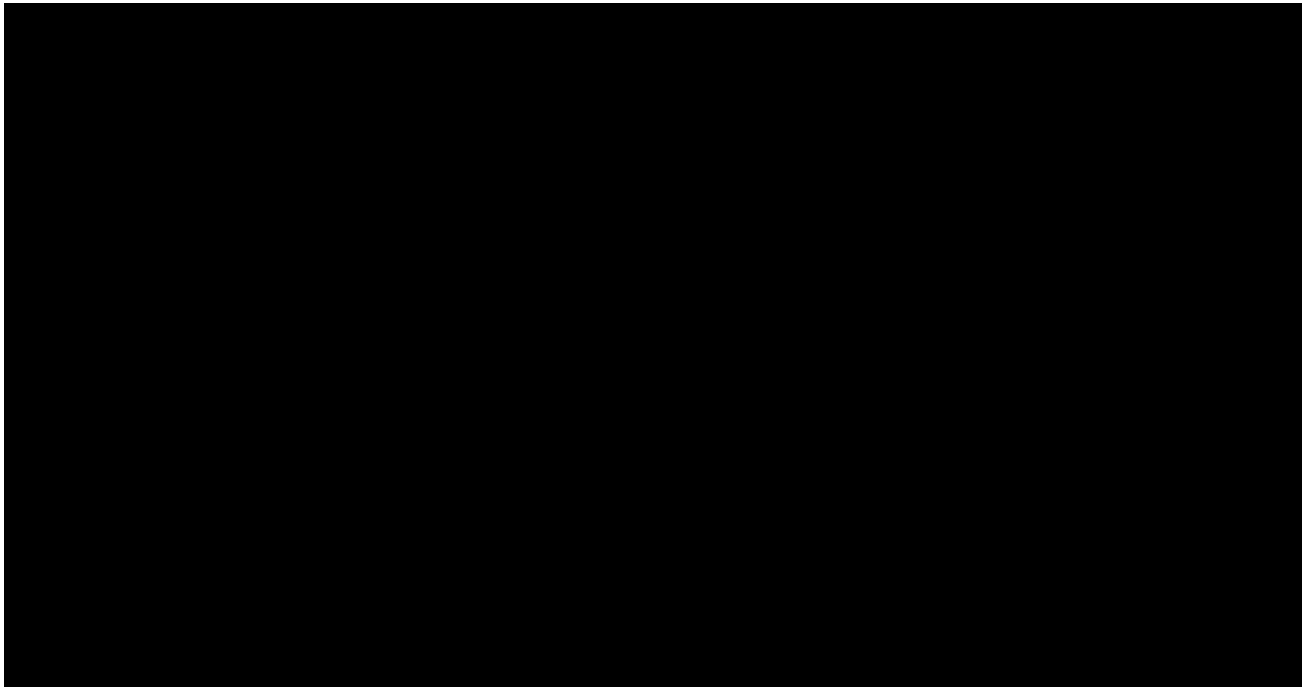
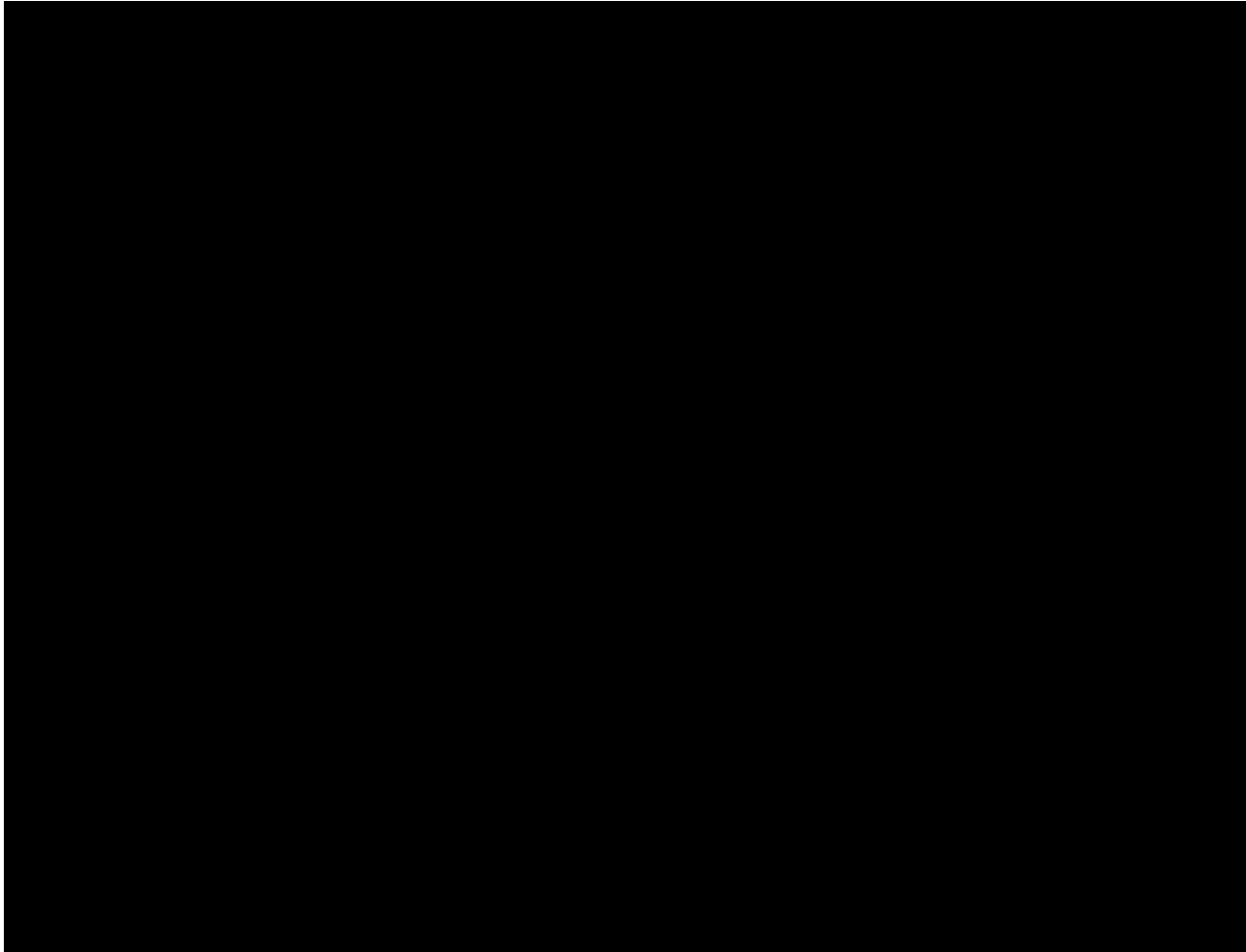
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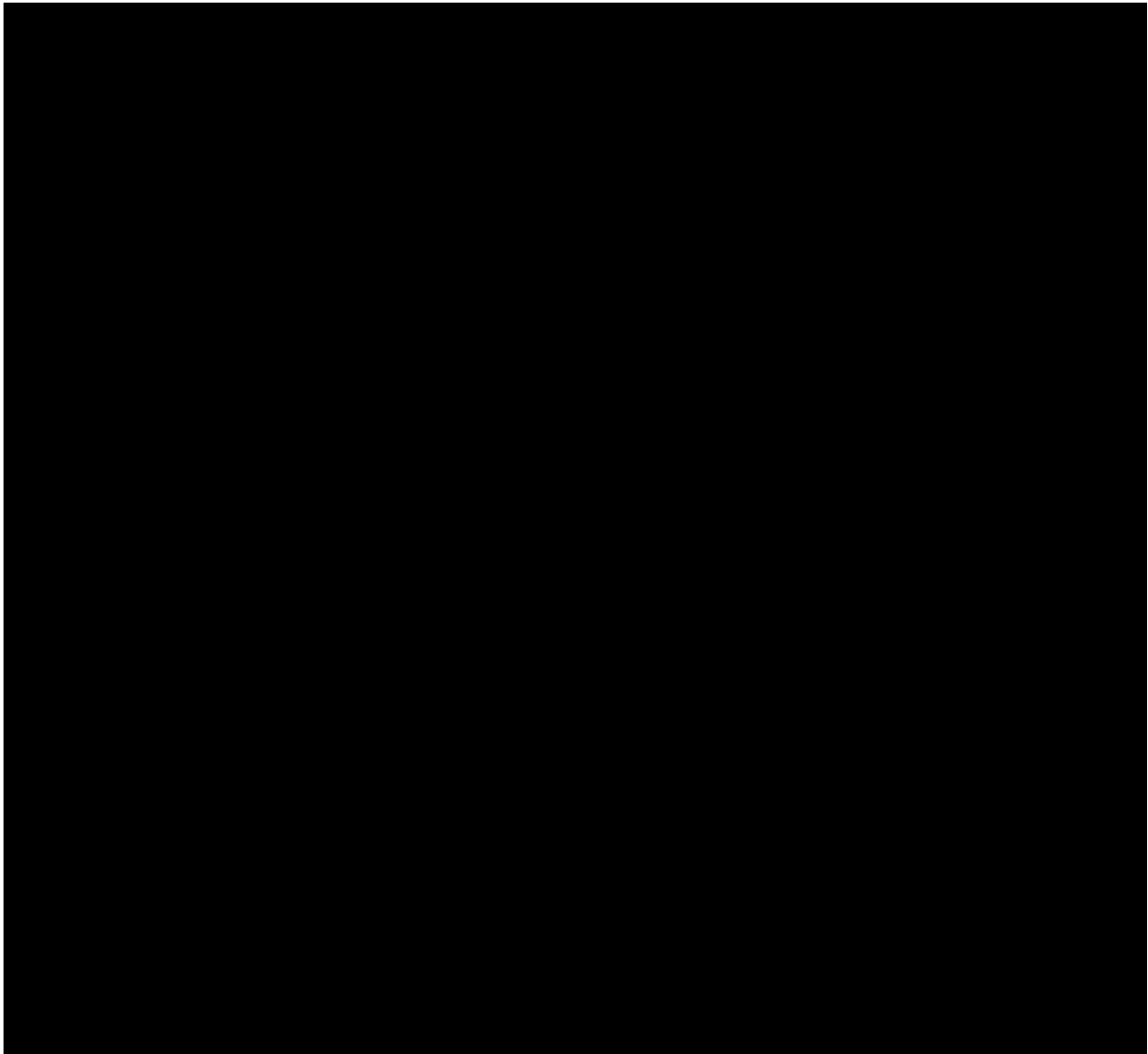
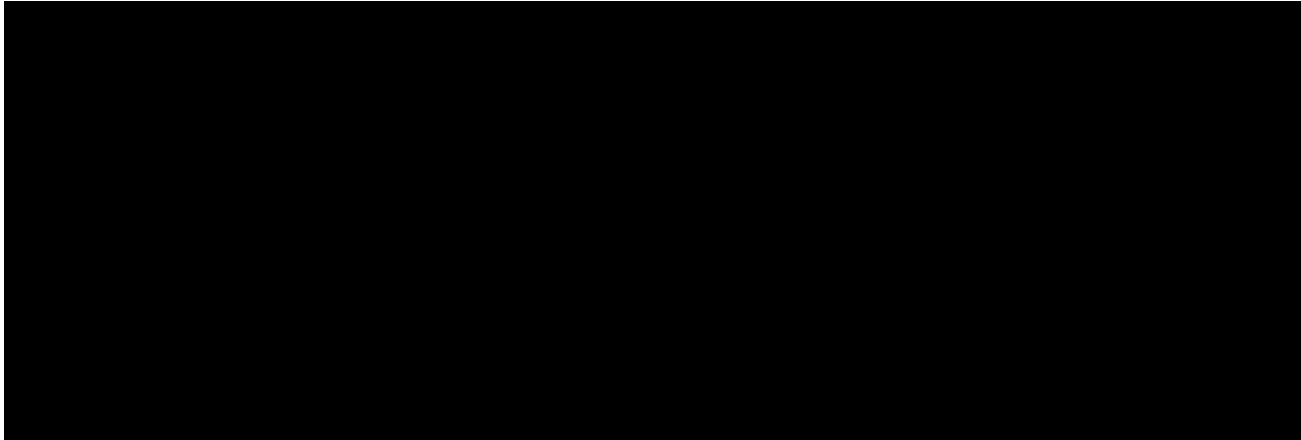
Over the past 3 years, BCG has worked for over 30 government entities including K-12 education, higher education, city, county, state, federal, and non-profit entities. A selection of 15 indicative and non-exhaustive references are included below. To protect client information, we generally do not provide contact information in proposals that may be subject to release, except upon request.

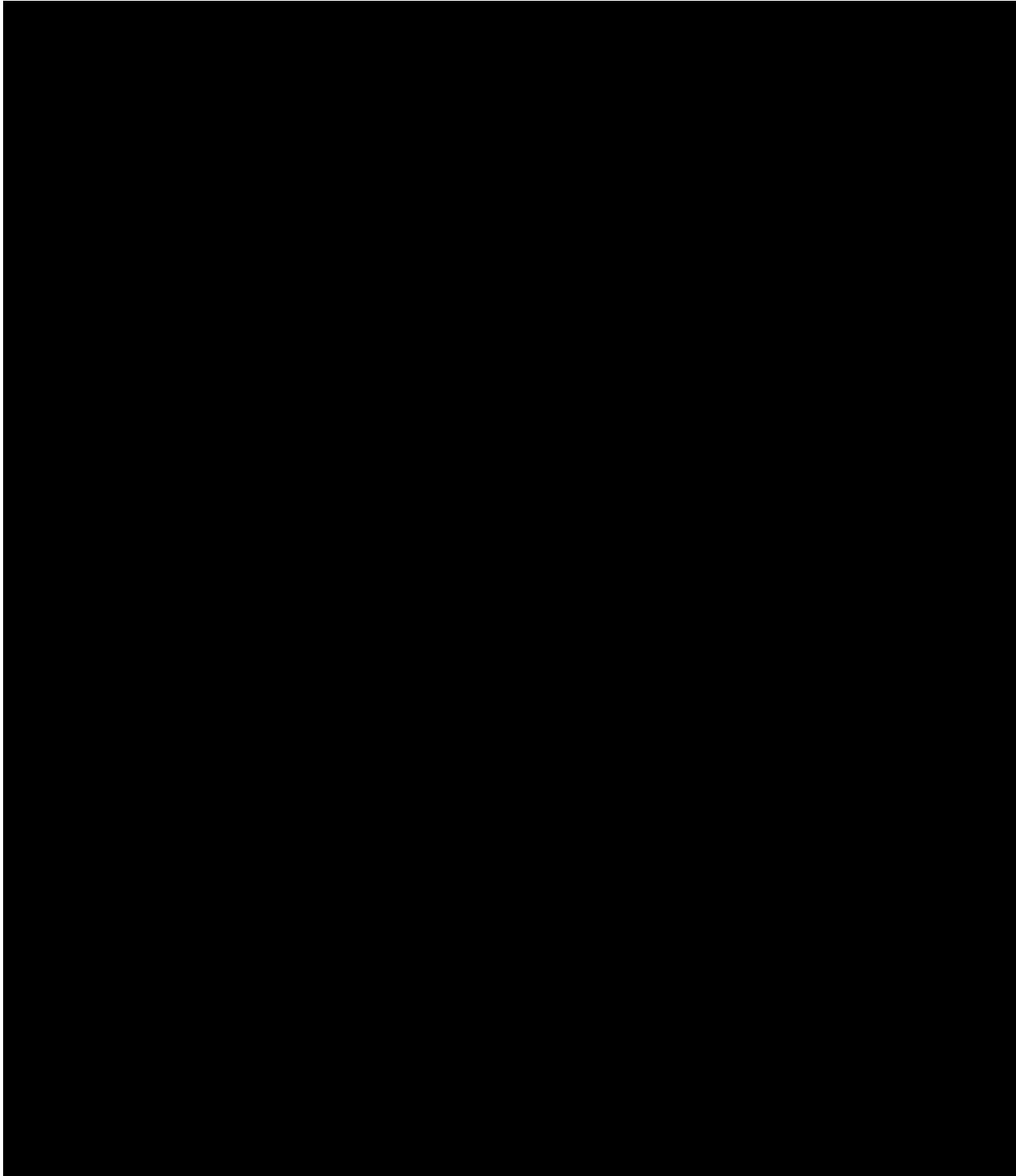
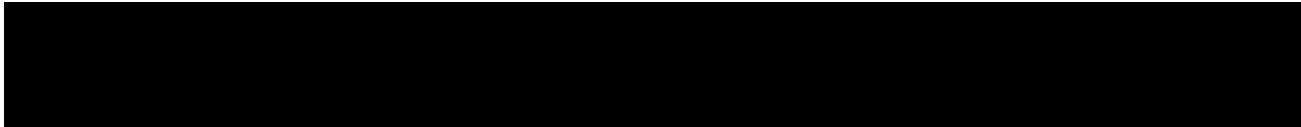


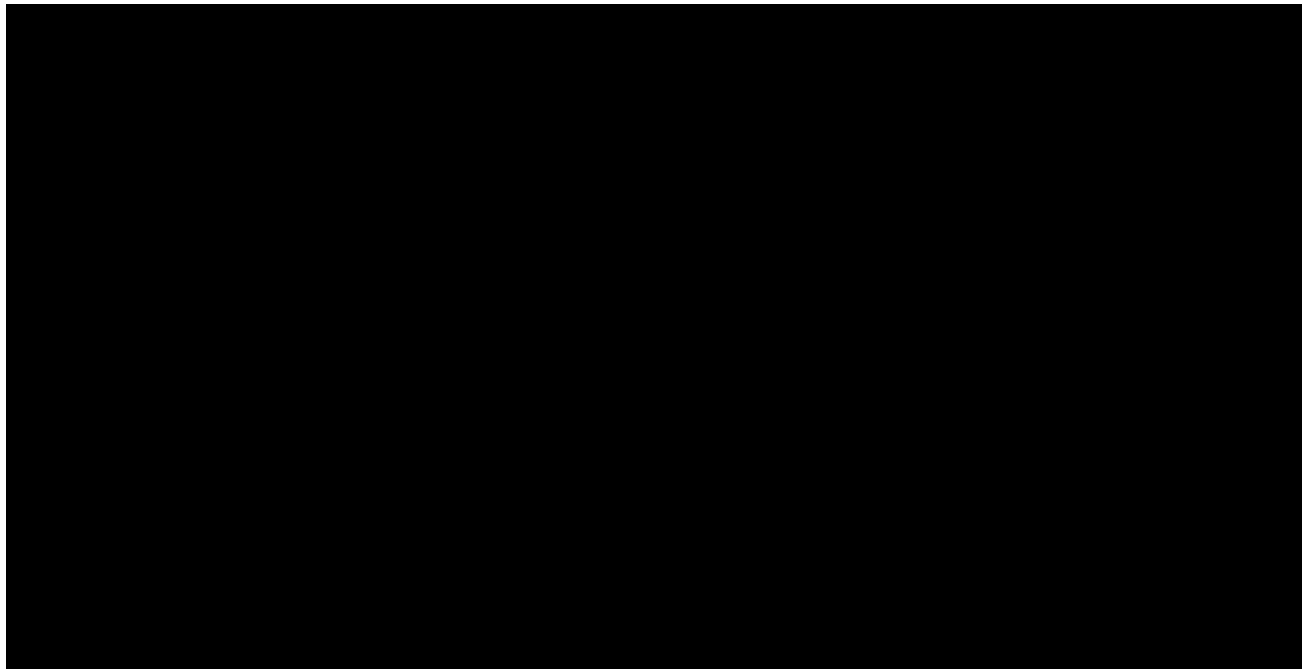
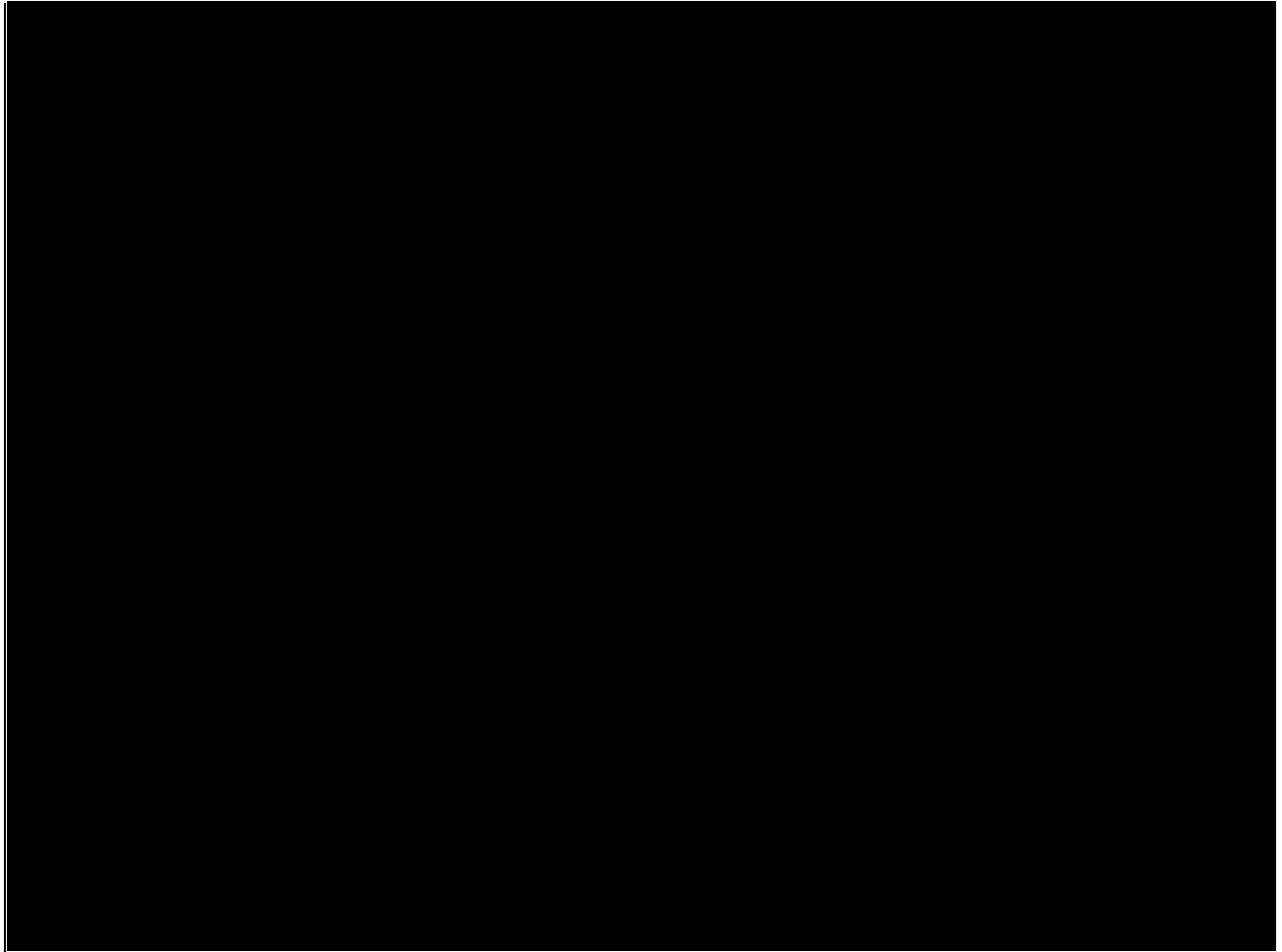


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7. Tab 7 – Pricing

TAB 7 PRICING

All required pricing information has been submitted in a separate document.

8. Tab 8 – Value Added Products and Services

TAB 8

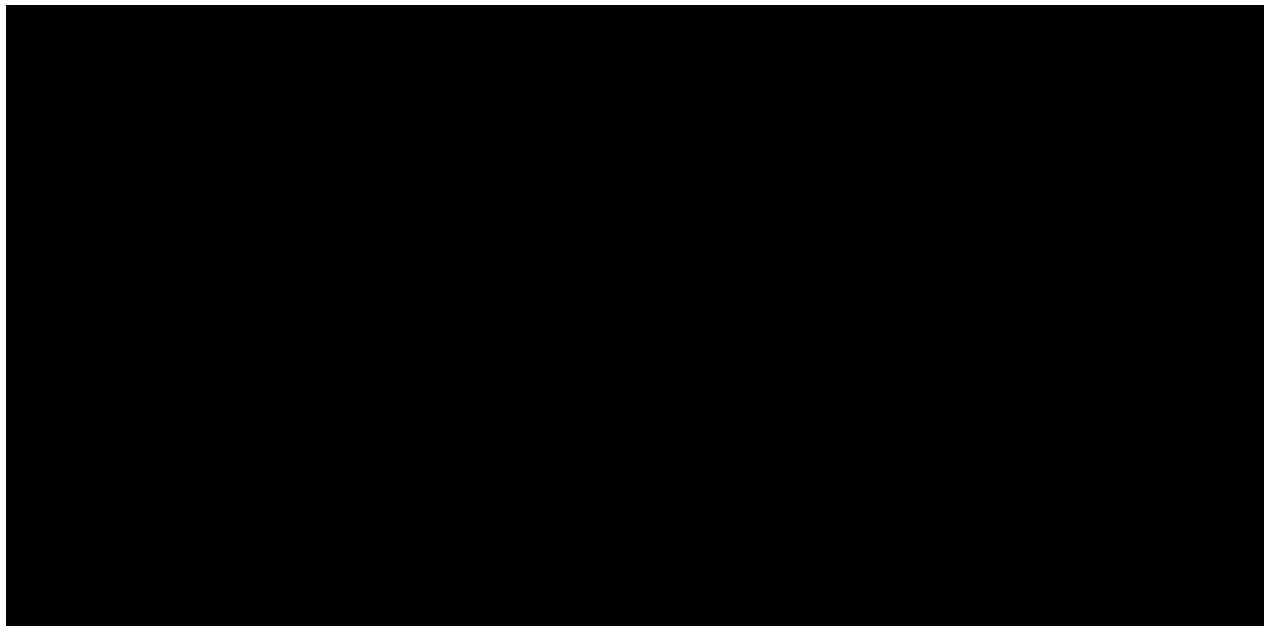
VALUE ADDED PRODUCTS AND SERVICES

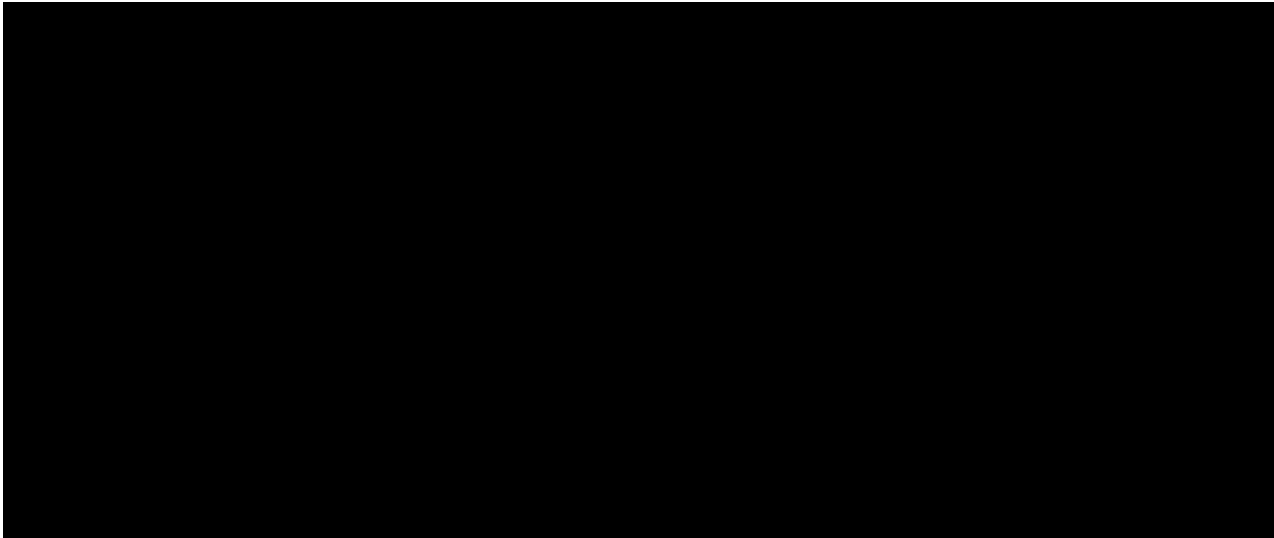
8. Value Added Products and Services

BCG's value-added products and services portfolio covers a wide range of functions including technology advantage; marketing, sales, and pricing; operations; people and organization; strategy; transformation / large-scale change; and digital. Most of these products and services are deployed in conjunction with our consulting services. Below, we highlight a few of our value-added products—specifically those involved in our operations, people and organization, and change management consulting services. Finally, BCG has an array of proprietary tools that we will readily deploy for our clients. These tools and insights are usually integrated into the client engagement from the outset.

8.1. Change management

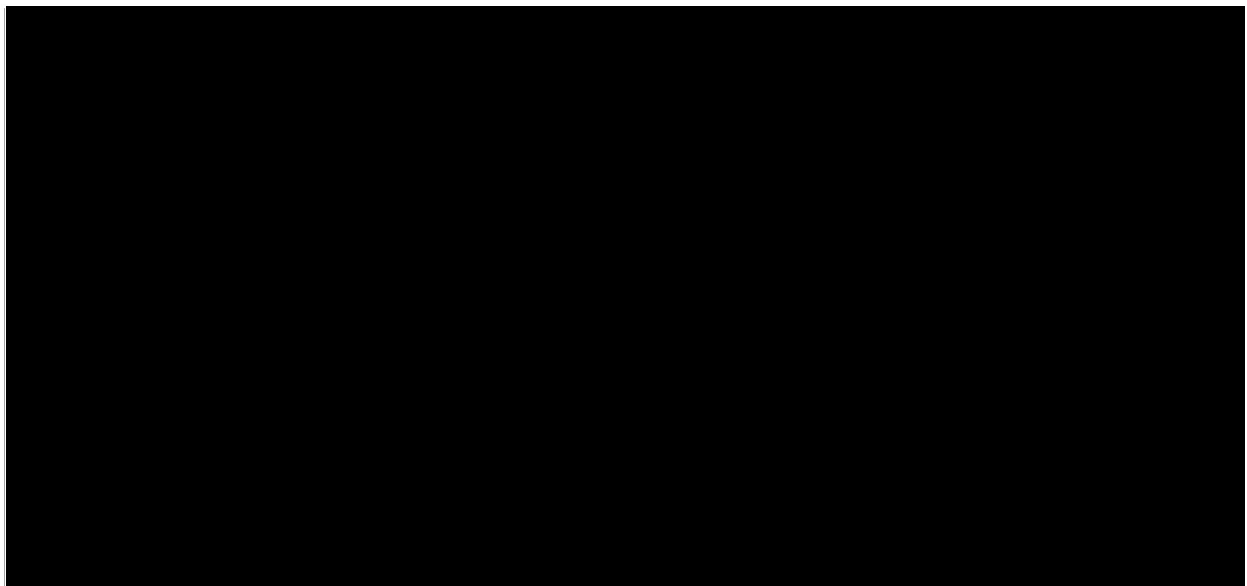
BCG has gained external recognition as a top-ranked global consulting firm in change management, rated “best in breed” in change implementation by ALM Intelligence - a trusted research and intelligence organizations that assesses firms' relative ability to create impact for their clients. We have completed over substantial change management-focused projects over the past 5 years globally, and aspects of our change management philosophy are evident in nearly any BCG-supported effort. We have unique breadth in our change management capabilities, blending the “hard” levers of process and structure with the “soft” levers of culture, incentives, and behaviors that enable the activity, interactions, and progress needed. We call our approach to change management the “Change Delta,” which is an integrated approach for how senior leaders can successfully implement change. We offer a selection of tools and methodologies – and partner with our clients to tailor the right set of solutions for their particular change initiative, ensuring that necessary client capabilities are built to manage change in the future.



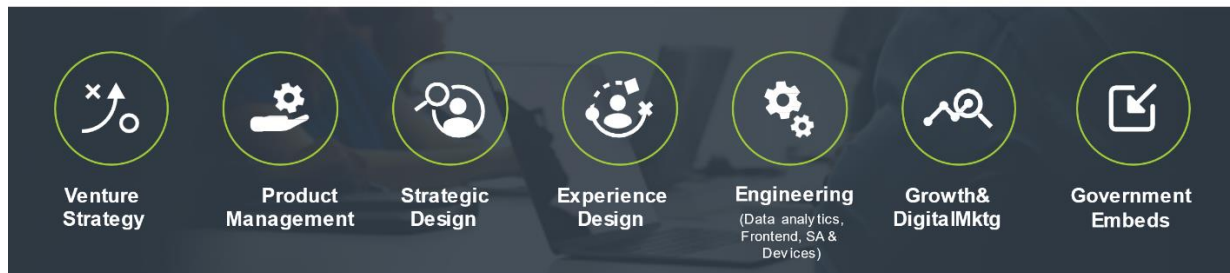


8.2. User experience and human-centered design

We believe that technology underpins the ability to offer better government services at lower cost and greater accessibility to citizens. People expect the government to deliver the types of user-centric services and interactions they have grown accustomed to by the private sector, including personalization, speedy anytime/anywhere interactions, omni-channel experience and accessible content, and communications. BCG, in collaboration with our BCG Digital Ventures business building firm—a platform that includes a diverse team of innovators, entrepreneurs, engineers, designers, product specialists, data scientists, operators, and growth architects—pursue the seamless melding of technology with human ingenuity and core operations.



We bring a world-class, multidisciplinary teams harness diverse skillsets and tools to deliver results



Our unique methodology transforms the overall customer experience strategy, delivering unprecedented outcomes that transcend improvements in individual functions. To do so, we draw on a suite of proprietary tools and multidisciplinary expertise ranging from technology and data analytics to change management.

We help clients revolutionize their customer experience strategy by mastering the five elements of our MIDAS methodology:

- **Measure business impact.** We equip clients with the capabilities to assess every customer interaction in real time. The resulting data generates insights for measuring the customer experience and designing interventions that improve each step in the customer journey.
- **Innovate the customer experience – from scratch.** Human-centric designers—armed with a deep understanding of how customers interact with companies—help clients envision a future state and then effect breakthrough improvements essential to achieving the target.
- **Deliver customer journeys – front to back.** We help clients consolidate and coordinate multiple change initiatives aimed at improving customer journeys. This includes pooling talent and funding from across the company to create multifunctional teams focused on delivering results far greater than the sum of their parts.
- **Activate a customer-first culture.** We show clients how to make the customer experience the responsibility of virtually every leader and employee. This includes prioritizing the importance of customer experiences, designing the right reward systems, and fostering dialogue between senior executives and front-line leaders on what teams are learning from customers.
- **Synchronize and unify customer engagement across channels.** Our customer experience consultants help clients create a 360-degree view of the customer that’s consistent across the organization—by engaging with customers through seamless, personalized interactions across multiple touch points. This includes centralizing omnichannel customer experience data, deploying digital tools to continuously gather and analyze the data, and recommending the next best moves.

8.3. Operational excellence and organization design leadership

[REDACTED]

[REDACTED]

[REDACTED]

8.4. Business IT and advanced analytics

BCG has established itself as a market-leading provider of business IT strategy and transformations, leveraging extensive experience leading digital across industries and functions and our robust digital capabilities, advanced analytics, and deep learning. We have extensive knowledge of technology trends to help organizations best prepare for future innovations and future-proof operations. Our experience in delivery spans business insights, data and technology expertise, delivery capability, deployment of solutions, and change management. [REDACTED]

[REDACTED]

We combine our experience through interdisciplinary teaming, which is at the core of our capabilities:

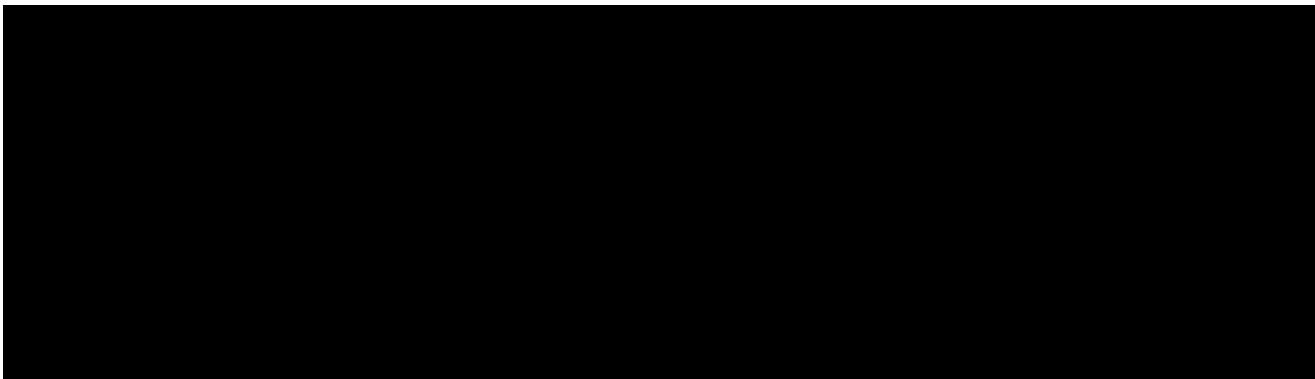
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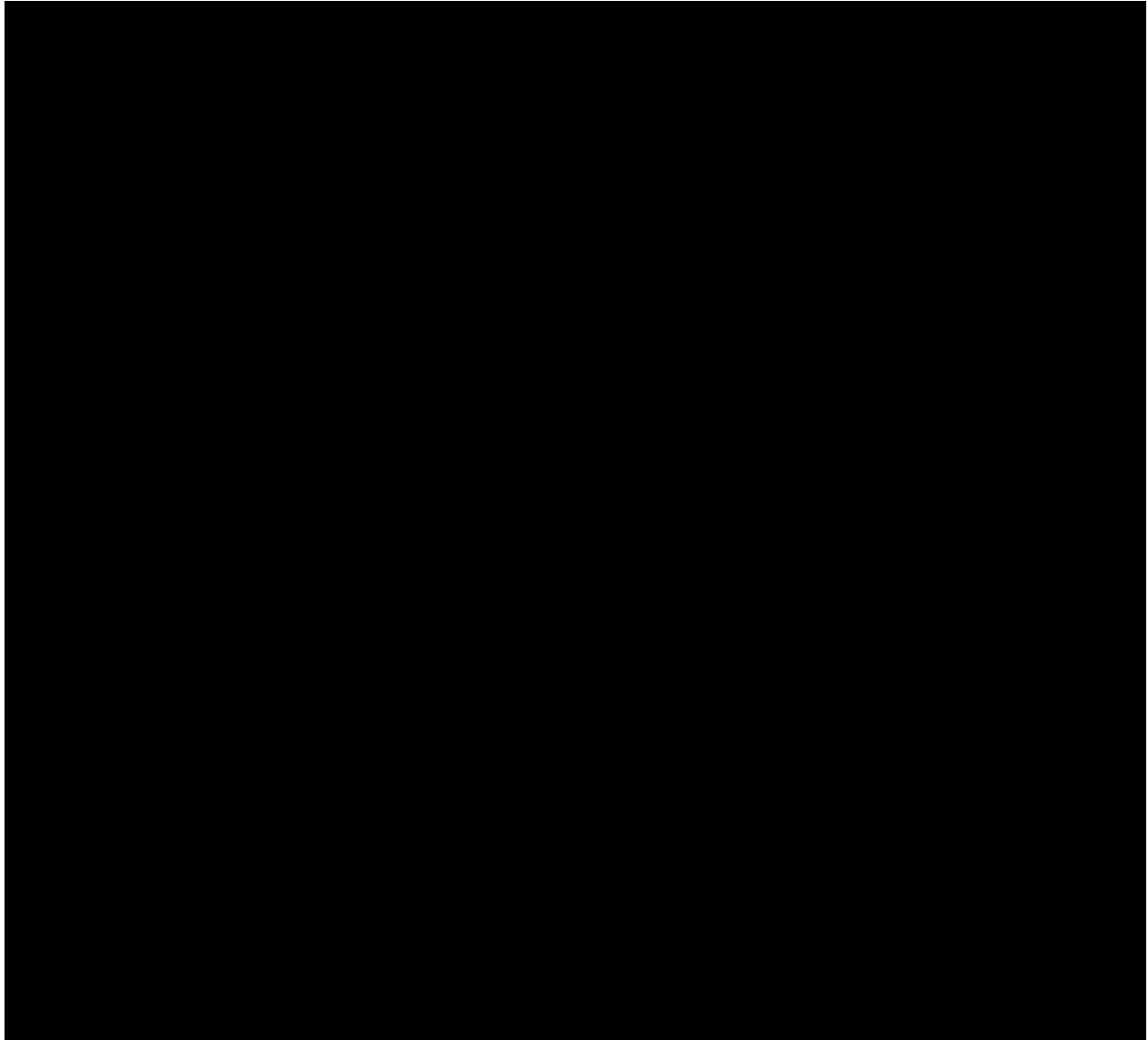
- **Our consultants** have a deep strategic understanding of clients across industries and functions as well as expertise with digital commercial best practices, emerging technologies, and advanced analytics. Our capabilities span a range of disciplines, such as application development, transition planning, IT assessment, project and product management, business intelligence, human centered design, and digital transformation.
- **Our digital experts** include experienced designers, human scientists and researchers, architects, engineers, agile coaches, product managers, cyber experts, risk professionals, business analysts, and digital innovators.

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8.5. Centers of excellence and thought leadership

BCG’s industry-unique model unifies a vast ecosystem of capabilities and tools to support Public Sector clients and partner on thought leadership across all topics. Our model enables us to leverage our centers of excellence to glean internal insights, DigitalBCG to support digital efforts, along with BCG’s network of experts, proprietary tools, and subsidiaries and partnerships to support client goals.





9. Tab 9 – Required Documents

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

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

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 REQUIREMENTS

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 statutes 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

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 8th, 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 be made.

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

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 The Boston Consulting Group, Inc.

Address 200 Pier 4 Boulevard

City/State/Zip Boston, Massachusetts 02210

Authorized Signature  _____

Date 11/8/2022

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

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 The Boston Consulting Group, Inc.

Address 200 Pier 4 Boulevard

City/State/Zip Boston, Massachusetts 02210

Telephone Number 

Fax Number N/A

Email Address 

Printed Name Selin Zalma

Title Managing Director and Partner

Authorized Signature 

STATE NOTICE ADDENDUM

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

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