



Region 14 Education Service Center  
National Cooperative Purchasing Alliance (NCPA)  
Request for Proposal #33-22

## ERP Software and Implementation Services

### Response to Request for Proposal

July 21, 2022

**Provided to:**

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

via Bonfire portal: [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

**Provided to:**

Guidehouse Inc.  
Collin Lopes  
Partner  
1676 International Drive, Suite 800  
McLean, VA 22102  
Telephone (916) 631-3227  
[clopes@guidehouse.com](mailto:clopes@guidehouse.com)  
[www.guidehouse.com](http://www.guidehouse.com)

Taxpayer Identification Number (TIN): 36-4094854  
Data Universal Numbering System (DUNS): 022582428  
SAM Unique Entity ID: N9NJK877QJK9  
Commercial and Government Entity (CAGE) Code: 1HLR9

**guidehouse.com**

2022-397

This proposal includes data that is proprietary and confidential to Guidehouse and shall not be disclosed outside the recipient's organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. However, if a contract is awarded to this offeror as a result of, or in connection with, the submission of these data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in these data if they are obtained from another source without restriction. The data subject to this restriction are contained in specified pages/sheets herein.

This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.



July 21, 2022

National Cooperative Purchasing Alliance (NCPA)  
ncpa.bonfirehub.com

**Subject: Response to Request for Proposal | Request for Proposal #33-22  
ERP Software and Implementation Services**

Dear NCPA:

Guidehouse Inc. is pleased to submit to NCPA our proposal for ERP Software and Implementation Services. Our response is comprised of a Response to the Request for Proposal and Tab 7 – Pricing. We are confident that you will find that our proposal offers the best value solution to NCPA.

Guidehouse is a leading global provider of consulting services to the public sector and commercial markets, with broad capabilities in management, technology, and risk consulting. By combining our public and private sector expertise, we help clients address their most complex challenges and navigate significant regulatory pressures focusing on transformational change, business resiliency, and technology-driven innovation. Across a range of advisory, consulting, outsourcing, and digital services, we create scalable, innovative solutions that help our clients outwit complexity and position them for future growth and success. The company has more than 12,000 professionals in over 50 locations globally. Guidehouse is a Veritas Capital portfolio company, led by seasoned professionals with proven and diverse expertise in traditional and emerging technologies, markets, and agenda-setting issues driving national and global economies. For more information, please visit [www.guidehouse.com](http://www.guidehouse.com).

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide NCPA with a team of professionals committed to your success. If you have any questions about our response, please contact our Contracts Associate, Job Goddard, at (202) 481-7382 ([slgcontracts@guidehouse.com](mailto:slgcontracts@guidehouse.com)) or me at (916) 631-3227 ([clopes@guidehouse.com](mailto:clopes@guidehouse.com)).

Sincerely,

A handwritten signature in blue ink, appearing to read "Collin Lopes", with a stylized flourish at the end.

Collin Lopes  
Partner

## Table of Contents

<b>Tab 1.</b>	<b>Master Agreement / Signature Form .....</b>	<b>1</b>
1.1	Signature Form.....	2
1.2	Proposed Exceptions to Terms and Conditions .....	3
<b>Tab 2.</b>	<b>NCPA Administration Agreement.....</b>	<b>5</b>
2.1	NCPA Administration Agreement .....	6
<b>Tab 3.</b>	<b>Vendor Questionnaire.....</b>	<b>9</b>
3.1	Vendor Questionnaire .....	10
<b>Tab 4.</b>	<b>Vendor Profile .....</b>	<b>13</b>
4.1	Our Organization.....	14
4.2	Organization Chart.....	15
4.3	Our Competitors.....	15
4.4	Our Finances .....	16
4.5	How We Will Market This Contract If Awarded .....	22
4.6	How We Will Introduce NCPA To Our Company .....	22
4.7	Our Firm’s Capabilities and Functionality of Our On-Line Catalog / Ordering Website.....	22
4.8	Our Customer Service Department (Hours of Operation, Number of Service Centers, etc.) .....	22
4.9	Our Green Initiatives (if applicable) .....	23
4.10	Our Anti-Discrimination Policy (if applicable) .....	24
4.11	Vendor Certifications (if applicable) .....	29
<b>Tab 5.</b>	<b>Products and Services / Scope.....</b>	<b>30</b>
5.1	Our Software and Implementation Capabilities.....	31
5.1.1	Human Capital (including Learning, Talent Acquisition, Compensation, Human Resource Management, Workforce Management, and Benefits Administration).....	31
5.1.2	Payroll (including Time Tracking and Absence Management) .....	36
5.1.3	Technology Solutions.....	37
5.1.4	General Ledger (including Closing, Recording Transactions, Chart of Accounts and Financial Reporting) .....	38
5.1.5	Budget (including Budget Control, Budget Management and Grants Management).....	38
5.1.6	Billings and Receivables (including Cash Management/Treasury and Accounts Receivable).....	39
5.1.7	Purchasing and Payables (including purchasing, travel expenses, accounts payable, vendor management, and contracts management) .....	40
5.1.8	Asset Management (including Asset Management and Asset Accounting) .....	41
<b>Tab 6.</b>	<b>References .....</b>	<b>42</b>
6.1	Our Past Performance .....	43
6.1.1	Narrative .....	43
6.1.2	Reference 1 – City of Baltimore.....	43
6.1.3	Reference 2 – County of Santa Barbara .....	44

6.1.4	Reference 3 – Oakland County.....	45
6.1.5	Reference 5 – Great Lakes Water Authority, Michigan.....	46
6.1.6	Reference 6 – Macomb County, Michigan.....	47
<b>Tab 8.</b>	<b>Value Added Products and Services.....</b>	<b>48</b>
8.1	Additional Products and/or Services.....	49
8.1.1	Prism Analytics .....	49
8.1.2	Scheduling .....	50
8.1.3	Help/Case Management.....	50
8.1.4	Business Process Transformation Services .....	51
8.1.5	Postproduction Support Services.....	51
8.1.6	Organizational Change Management & Training .....	52
<b>Tab 9.</b>	<b>Requested Documents.....</b>	<b>54</b>
9.1	Federal Funds Certifications .....	55
9.2	Clean Air and Water Act & Debarment Notice .....	60
9.3	Contractors Requirements .....	61
9.4	Antitrust Certification Statements.....	62
9.5	Required Clauses for Federal Assistance by FTA .....	63
9.6	State Notice Addendum .....	67

## **Tab 1. Master Agreement / Signature Form**

# 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
  - The initial contract term will be for a period of five (5) years with five optional 1 year renewals 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; pandemics; 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. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

---

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 initial contract term will be for five (5) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms for a total of ten (10) years.
  - It should be noted that maintenance/service agreements may be issued beyond the contract expiration for any number of years mutually agreed to by the Vendor and end user 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 \$100 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

◆ Past Performance

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

# Evaluation Criteria

---

- ◆ 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

## 1.1 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**

Company name	Guidehouse Inc.
Address	1676 International Drive, Suite 800
City/State/Zip	McLean, VA, 22102
Telephone No.	916-549-7393
Fax No.	N/A
Email address	clopes@guidehouse.com
Printed name	Collin Lopes
Position with company	Partner
Authorized signature	

**SUBMISSION OF THIS "SIGNATURE FORM" IS NOT AN INDICATION OF GUIDEHOUSE'S WILLINGNESS TO BE BOUND BY ALL OF THE TERMS PRESENTED IN THIS RFP. ANY ENGAGEMENT ARISING OUT OF THIS PROPOSAL WILL BE SUBJECT TO NEGOTIATION OF A MUTUALLY SATISFACTORY VENDOR CONTRACT, INCLUDING THE EXCEPTIONS DOCUMENT SUBMITTED WITH THIS PROPOSAL.**

## **Tab 2. NCPA Administration Agreement**



## 2.1 NCPA Administration Agreement

Guidehouse Inc. acknowledges NCPA's Administration Agreement.

### Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Guidehouse Inc. ("Vendor").

#### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 01-139, 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 ERP Software and Implementation 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 Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this 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 Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor 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 Vendor 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 Public 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 Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public 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 Public 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 Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ Term of Agreement

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ Fees and Reporting

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

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

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

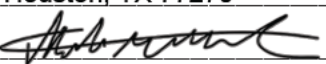
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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.


◆ General Provisions

- This 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 Agreement which is not contained herein shall be valid or binding.
- Awarded vendor 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 contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this 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 Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this 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 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 Agreement.
- This 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
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: September 1, 2022

**Vendor:**

Guidehouse Inc.  
Name: Collin Lopes  
Title: Partner  
Address: 1676 International Drive, Suite 800, Mclean, VA, 22102  
Signature:   
Date: 9/16/22

### **Tab 3. Vendor Questionnaire**

### 3.1 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.

♦ States Covered

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

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana Islands |
| <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                 |   |

♦ **Minority and Women**

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

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE ☐
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB ☐

♦ **Residency**

- Responding Company's principal place of business is in the city of McLean, State of VA

♦ **Felony Conviction Notice**

- Please Check Applicable Box;
  - ☐ A publically 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
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

♦ **Distribution Channel**

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

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <b>Global provider of consulting services to the public and commercial markets</b>

♦ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**  
Contact Person: Job Goddard  
Title: Contracts Associate  
Company: Guidehouse Inc.  
Address: 1676 International Drive, Suite 800  
City: McLean State: VA Zip: 22102  
Phone: 202-481-7382 Email: jgoddard@guidehouse.com



▪ Purchase Orders

Contact Person: See above.

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

▪ Sales and Marketing

Contact Person: Jay Leach

Title: Director

Company: Guidehouse Inc.

Address: 1676 International Drive, Suite 800, McLean, VA 22102

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: 704-412-6924 Email: rleach@guidehouse.com

♦ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

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

☒ Yes ☐ No

## **Tab 4. Vendor Profile**



## 4.1 Our Organization

Company's official registered name	Guidehouse Inc.			
Brief history of your company, including the year it was established	Guidehouse brings significant experience assisting Federal agencies and state and local governments with projects to <b>implement ServiceNow applications, ensure effective program and project management, and facilitate transformational change</b> . Our clients include the U.S. Department of Homeland Security, Federal Insurance and Mitigation Administration National Flood Insurance Program (NFIP), and New York Housing Authority. This past work provides ETS with a high-value, low risk partner to achieve its goals.			
Company's Dun & Bradstreet (D&B) number	Data Universal Numbering System (DUNS): 022582428			
Corporate office location	1676 International Drive, Suite 800, McLean, VA 22102 A list the number of sales and services offices for states being bid in solicitation. A full list of Guidehouse offices can be found at <a href="http://www.guidehouse.com/locations">www.guidehouse.com/locations</a>			
List the number of sales and services offices for states being bid in solicitation	<div>Guidehouse has 8,769 employees in the U.S. There are 5,338 Guidehouse employees not aligned to the Guidehouse office of their location. There are 3,431 Guidehouse employees aligned with the Guidehouse office in their location, found below. Guidehouse has over 12,000 employees with over 50 locations globally. A full list of Guidehouse locations can be found at <a href="http://Guidehouse.com/locations">Guidehouse.com/locations</a>.</div> <table><tr><td><ul style="list-style-type: none"><li>• Huntsville, AL – 58</li><li>• Folsom, CA – 13</li><li>• Gardena, CA – 157</li><li>• Los Angeles, CA – 29</li><li>• Sacramento, CA – 10</li><li>• San Francisco, CA – 43</li><li>• Boulder, CO – 76</li><li>• Denver, CO – 34</li><li>• Washington, DC – 776</li><li>• Tampa, FL – 30</li><li>• Atlanta, GA – 37</li><li>• Chamblee, GA – 90</li></ul></td><td><ul style="list-style-type: none"><li>• Chicago, IL – 266</li><li>• Fairview Heights, IL – 24</li><li>• Indianapolis, IN – 29</li><li>• Annapolis Junction, MD – 72</li><li>• Boston, MA – 44</li><li>• Burlington, MA – 38</li><li>• Woburn, MA – 0</li><li>• Ann Arbor, MI – 2</li><li>• Detroit, MI – 18</li><li>• Minneapolis, MN – 12</li><li>• Lawrenceville, NJ – 21</li><li>• New York, NY – 317</li><li>• Charlotte, NC – 18</li></ul></td><td><ul style="list-style-type: none"><li>• Dayton, OH – 38</li><li>• Philadelphia, PA – 6</li><li>• Mitchell, SD – 166</li><li>• Plankinton, SD – 0</li><li>• Vermillion, SD – 27</li><li>• Austin, TX – 29</li><li>• Houston, TX – 12</li><li>• Lewisville, TX – 230</li><li>• Salt Lake City, UT – 5</li><li>• Falls Church, VA – 16</li><li>• McLean, VA -- 692</li></ul></td></tr></table>	<ul style="list-style-type: none"><li>• Huntsville, AL – 58</li><li>• Folsom, CA – 13</li><li>• Gardena, CA – 157</li><li>• Los Angeles, CA – 29</li><li>• Sacramento, CA – 10</li><li>• San Francisco, CA – 43</li><li>• Boulder, CO – 76</li><li>• Denver, CO – 34</li><li>• Washington, DC – 776</li><li>• Tampa, FL – 30</li><li>• Atlanta, GA – 37</li><li>• Chamblee, GA – 90</li></ul>	<ul style="list-style-type: none"><li>• Chicago, IL – 266</li><li>• Fairview Heights, IL – 24</li><li>• Indianapolis, IN – 29</li><li>• Annapolis Junction, MD – 72</li><li>• Boston, MA – 44</li><li>• Burlington, MA – 38</li><li>• Woburn, MA – 0</li><li>• Ann Arbor, MI – 2</li><li>• Detroit, MI – 18</li><li>• Minneapolis, MN – 12</li><li>• Lawrenceville, NJ – 21</li><li>• New York, NY – 317</li><li>• Charlotte, NC – 18</li></ul>	<ul style="list-style-type: none"><li>• Dayton, OH – 38</li><li>• Philadelphia, PA – 6</li><li>• Mitchell, SD – 166</li><li>• Plankinton, SD – 0</li><li>• Vermillion, SD – 27</li><li>• Austin, TX – 29</li><li>• Houston, TX – 12</li><li>• Lewisville, TX – 230</li><li>• Salt Lake City, UT – 5</li><li>• Falls Church, VA – 16</li><li>• McLean, VA -- 692</li></ul>
<ul style="list-style-type: none"><li>• Huntsville, AL – 58</li><li>• Folsom, CA – 13</li><li>• Gardena, CA – 157</li><li>• Los Angeles, CA – 29</li><li>• Sacramento, CA – 10</li><li>• San Francisco, CA – 43</li><li>• Boulder, CO – 76</li><li>• Denver, CO – 34</li><li>• Washington, DC – 776</li><li>• Tampa, FL – 30</li><li>• Atlanta, GA – 37</li><li>• Chamblee, GA – 90</li></ul>	<ul style="list-style-type: none"><li>• Chicago, IL – 266</li><li>• Fairview Heights, IL – 24</li><li>• Indianapolis, IN – 29</li><li>• Annapolis Junction, MD – 72</li><li>• Boston, MA – 44</li><li>• Burlington, MA – 38</li><li>• Woburn, MA – 0</li><li>• Ann Arbor, MI – 2</li><li>• Detroit, MI – 18</li><li>• Minneapolis, MN – 12</li><li>• Lawrenceville, NJ – 21</li><li>• New York, NY – 317</li><li>• Charlotte, NC – 18</li></ul>	<ul style="list-style-type: none"><li>• Dayton, OH – 38</li><li>• Philadelphia, PA – 6</li><li>• Mitchell, SD – 166</li><li>• Plankinton, SD – 0</li><li>• Vermillion, SD – 27</li><li>• Austin, TX – 29</li><li>• Houston, TX – 12</li><li>• Lewisville, TX – 230</li><li>• Salt Lake City, UT – 5</li><li>• Falls Church, VA – 16</li><li>• McLean, VA -- 692</li></ul>		
List the names of key contacts at each with title, address, phone and e-mail address	Job Goddard   Contracts Associate   (202) 481-7382   <a href="mailto:jgoddard@guidehouse.com">jgoddard@guidehouse.com</a> Collin Lopes, Partner   (916) 631-3227   <a href="mailto:clopes@guidehouse.com">clopes@guidehouse.com</a>			
Define your standard terms of payment	Net 30			

## 4.2 Organization Chart

SLG Practice Lead Chris O'Brien		SLG Technology Mike Tosh & Arturo De Guzman		SLG Strategy Chris O'Brien & Shaun Fernando	
<b>Northeast</b> Nini Donovan, <i>Partner</i>		<b>West</b> Collin Lopes, <i>Partner</i>		<b>Midwest</b> Jeff Bankowski, <i>Partner</i> Raveen Rao, <i>Partner</i>	
		<b>Southwest</b> Chris O'Brien, <i>Partner</i>		<b>Southeast</b> Mike Tosh, <i>Partner</i>	

2022-397 NCPA ERP SIS\_001

**Figure 1. Company's organizational chart of those individuals that would be involved in the contract**

## 4.3 Our Competitors

### Who is your competition in the marketplace?

Guidehouse feels unique in the marketplace, although there are other large global consulting firms that we often compete with for customer's service because Guidehouse has extensive experience supporting government entities in assessing their processes, recommending solutions that meet their business needs, and acting as a strategic partner from scoping projects through implementation and subsequent monitoring and control.

### What differentiates your company from competitors?

The Guidehouse Team is the only authorized Workday services partner whose primary focus is on the public sector. We understand the difficulties Counties are currently facing with budget constraints, staff shortages, increasingly complex compliance and regulatory requirements, agency autonomy, and change management obstacles, all of which are compounded by the Covid-19 global pandemic. Guidehouse brings decades of experience working with state and local governments, similar to the County, building trust and enhancing value for our clients by setting high standards for the way we conduct business and manage quality. This explains why we are the only professional services firm and Workday provider to receive the Malcolm Baldrige National Quality Award. This is the sole presidential assessment of quality, administered by the National Institute of Standards and Technology (NIST) at the US Department of Commerce.

#### **4.4 Our Finances**

On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting, Inc (Navigant) and changed the name of Navigant to Guidehouse Inc. on the same date. As of January 1, 2020, Guidehouse LLP transferred its operating assets into its wholly owned subsidiary, Guidehouse Inc. As a former public company, all material information for Guidehouse Inc., can be found in our public filings. This Financial Capacity statement reflects the financial capacity of the legacy Guidehouse LLP entity.

**Provide Annual Sales for last 3 years broken out into the following categories:**

- **Cities / Counties**
- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations**

Not applicable. See statement above and Financial Resources Statement provided below.

**Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement**

Not applicable. See statement above and Financial Resources Statement provided below.

#### ***4.5 How We Will Market This Contract If Awarded***

Guidehouse will market our NCPA award in three different ways. First, we will market it internally to all Guidehouse Account Executives nationally by mentioned it at all hands meetings and explaining the potential impact to them, we will also send out email blast similarly explaining the impact this contract vehicle will have to their business. Second, we will add to our existing marketing material to be giving to Software providers we currently partner with (Workday Account Executives). Given the fact they often do business with NCPA it's critical we make them aware that Guidehouse is now on this contract, and they can utilize us when going after business. Third, we will add to our marketing material that goes to our prospects (both current and future) such as our website, marketing whitepapers, and marketing collateral. Guidehouse has already been marketing the fact our intent to be on the NCPA contract as soon as possible.

#### ***4.6 How We Will Introduce NCPA To Our Company***

If approved for the NCPA contract, Guidehouse would introduce NCPA to our company at the highest levels within our organization. The Guidehouse Customer Relationship team would craft messaging to introduce the Scope of NCPA, define NCPA and the value to Guidehouse as well as the value to our customer/ prospect base and present to the Partners and Directors on our monthly meeting with our State and Local Segment Partner. Additionally, we would roll out the same messaging to all our contract and proposal managers as to provide the proper and consistent messaging regarding the use and value of NCPA.

#### ***4.7 Our Firm's Capabilities and Functionality of Our On-Line Catalog / Ordering Website***

Non-Applicable.

#### ***4.8 Our Customer Service Department (Hours of Operation, Number of Service Centers, etc.)***

Our company's standard hours of operation in all time zones are 8 am to 5 pm, including- Hawaii-Aleutian time, Alaska Time, Pacific Time, Mountain Time, Central Time, and Eastern Time. The company has more than 12,000 professionals in over 50 locations globally. For more information about Guidehouse and who we are, who we guide, our community, and our awards and recognition, please visit: <https://guidehouse.com/about>.

#### ***4.9 Our Green Initiatives (if applicable)***

**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.**

At Guidehouse, we are committed to environmental stewardship. We see environmental stewardship as critical to the long-term success and sustainability of our business and our clients' businesses. We will responsibly manage our natural resources to help minimize our impact on the planet.

**Employees.** Guidehouse will encourage employees to participate in optional programs through which we can utilize our shared wealth of knowledge to improve upon our environmental performance. We will guide employees to make meaningful changes in their everyday life and move toward more sustainable behavior. Guidehouse also aims to help communities improve their environmental health through sustainability initiatives and volunteering.

**Energy & Emissions.** Guidehouse is committed to pursuing activities which lower our climate impact. Currently, we do this by monitoring our comprehensive greenhouse gas footprint yearly and have committed to setting reduction targets in line with climate science through the Science Based Target Initiative (SBTi). In addition, we've committed to offsetting the impact of our global office-based electricity use (scope 2 emissions) with 100% renewable energy. Guidehouse encourages sustainable alternatives, such as telecommuting and reducing nonessential travel, which lessen our carbon emissions.

**Clients.** Guidehouse leads our clients through the challenging, evolving topic of environmental sustainability through our offerings and by encouraging them to act on leading initiatives. We contribute to the global conversation by serving as a thought leader and innovator as well as partnering with important environmental organizations.

**Natural Resources.** Guidehouse responsibly manages our use of natural resources. We reuse and recycle according to local waste management guidelines and encourage employees to reduce waste through sustainable procurement. We aim to reduce our water consumption wherever feasible, especially in high water risk locations.

**Supply Chain.** Guidehouse recognizes that our environmental impact is broader than just our operational footprint, which is why we incorporate environmental criteria into the selection of our suppliers. We also evaluate new real estate options based on select environmental criteria and strive to move toward more sustainable choices. Guidehouse will strive to minimize the impact of our most significant supply chain emissions categories through efforts such as sustainable purchasing guidelines.

**Compliance.** Guidehouse recognizes the importance of environmental regulations. We ensure continued compliance on all applicable environmental laws and legislations. We are committed to reviewing and updating our environmental policy when appropriate.

#### 4.10 Our Anti-Discrimination Policy (if applicable)

Describe your organizations' anti-discrimination policy.



Document Number:	LEGAL.EC.018	Version No.	2.2
Functional Area:	Ethics & Compliance	Version Effective Date:	June 1, 2021
Region:	Global	Date of Last Review:	June 1, 2021
Document Owner:	Chief Ethics & Compliance Officer	Review Cycle:	Biannual

### Non-Discrimination and Anti-Harassment

#### 1.0 Purpose

Guidehouse is committed to promoting a respectful, harassment-free work environment and requires all Guidehouse personnel to act responsibly to maintain that environment. This policy outlines Guidehouse's prohibition of unlawful discrimination, harassment, and retaliation.

#### 2.0 Scope

This policy applies to all Guidehouse Personnel.

#### 3.0 Definitions

- **Guidehouse Personnel** – Shall refer to all Guidehouse employees.
- **Guidehouse Business Partners** – Shall refer to all Guidehouse clients, contractors, suppliers, and vendors.

#### 4.0 Policy

Guidehouse is committed to providing a work environment free of unlawful harassment, including sexual harassment, and discrimination. Guidehouse maintains a strict policy prohibiting harassment and discrimination because of race, color, national origin, ancestry, citizenship status, military status, protected veteran status, religion, creed, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender, gender identity or expression, age, genetic information or carrier status, or any other basis protected by law, ordinance, or regulation ("Protected Characteristics").

*Protected characteristics and statements detailing harassment and discrimination may differ by local law. The Employee Handbook for the geographic areas will outline any differences according to local law.*

This policy applies to all persons involved in the operation of the Company. The Company prohibits any harassment or discrimination by Personnel and Guidehouse Business Partners in the workplace and in other work-related settings such as business trips, client sites, and business-related social events. Guidehouse will not tolerate harassment by any employee or

any individual associated with the Company. While Guidehouse may not always be able to control the actions of third parties, it will take all reasonable measures to address such



harassment.

Guidehouse personnel shall not discriminate in employment, recruitment, compensation, termination, promotions, and other conditions of employment against any employee or job applicant on the basis of a protected characteristic.

When complaints of possible violations of law or policy are reported to any supervisor, supervisors must escalate those concerns. Reported concerns may be escalated to Human Capital, Ethics & Compliance, or to the Ethics Hotline.

Guidehouse personnel shall not retaliate on the basis of a legally protected activity, such as the filing of a complaint of discrimination or harassment, participation in the investigation of such a complaint, or requesting a legal right such as a reasonable accommodation.

This policy provides some examples of harassment and is not intended to cover all actions that may constitute harassment. Nor is the policy designed or intended to limit Guidehouse's authority to discipline or take remedial action for workplace conduct that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment or other forms of unlawful harassment. Guidehouse complies with all applicable federal, state, and local laws where Guidehouse employees are located.

## 5.0 Guidance

### 5.1 Harassment-Free Work Environment

Guidehouse is committed to providing a work environment where everyone is treated with respect. This policy prohibits any employee (or Guidehouse Business Partner) from verbally or physically harassing or discriminating against another employee or Business Partner on the basis of any Protected Characteristic.

Guidehouse considers any unwelcome conduct, whether verbal, visual, or physical, that is inflicted on someone because of that individual's protected status to be a violation of this policy.

Harassing behavior may involve causing discriminatory intimidation, ridicule, or insult that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, as viewed from the perspective of a reasonable person. Some examples include:

- Making jokes, puns, innuendos, epithets, or slurs with reference to a Protected Characteristic,
- Engaging in negative stereotyping, intimidating acts, or the circulation, display, or posting of written or graphic materials that show hostility toward individuals because of a Protected Characteristic,
- Engaging in behavior designed to, or have the effect of, harassing, demeaning, intimidating, or disparaging any legally protected group.

Authorized Use Only

The current version of this policy is posted on the Guidehouse Intranet. Hardcopies are uncontrolled and should be validated prior to use.

Such conduct is prohibited at Guidehouse even if the conduct is not sufficiently severe or pervasive enough to constitute unlawful harassment.

### **5.2 Defining Sexual Harassment**

Guidehouse emphasizes that sexual harassment will not be tolerated. Unlawful sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and/or other verbal, visual or physical conduct based on sex, regardless of whether such conduct is motivated by sexual desire, where:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment or promotion,
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment is a form of sex discrimination, and it occurs in a variety of situations that share a common element: the inappropriate introduction of unwelcome sexual activities or comments into the work situation. Often, sexual harassment involves relationships between persons of unequal authority and contains elements of coercion, such as when compliance with requests for sexual favors becomes a criterion for evaluating performance, scheduling assignments, or granting promotions. However, sexual harassment also may involve relationships among equals, as when repeated sexual advances or demeaning verbal behavior have a harmful effect on a person's ability to function effectively in the workplace. Sexual harassment may involve people of the same or different genders.

Specific conduct that can constitute unlawful sexual harassment includes, but is not limited to:

- Making unwanted sexual advances,
- Displaying subtle or express pressure for sexual favors,
- Making sexual jokes, innuendoes, advances, or propositions,
- Conducting verbal abuse of a sexual nature,
- Making graphic comments about an individual's body,
- Leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting, or obscene comments or gestures,
- Displaying sexually suggestive objects or pictures (including through electronic mail or by downloading such material from the Internet) in the workplace,
- Carrying out other physical or visual conduct of a sexual nature,
- Retaliating or "getting back" at someone who has rejected or complained about sexual advances or propositions.

The question of whether a particular action, incident, or relationship is purely personal and social and without a discriminatory employment impact requires a determination based on all the facts in the particular matter.

### **5.3 Protected Veterans and Individuals with Disabilities**

Non-Discrimination Guidehouse does not and will not discriminate against any applicant or

Authorized Use Only

The current version of this policy is posted on the Guidehouse Intranet. Hardcopies are uncontrolled and should be validated prior to use.



employee because he or she is a covered veteran or because of a physical or mental disability.

Self-Identification

- Individuals defined by the Americans with Disabilities Act or the Rehabilitation Act or a protected veteran, who believe they qualify for consideration under any of Guidehouse's affirmative action programs, may self-identify at any time during the course of their employment with Guidehouse. This can be done by updating your employee profile in Workday. Providing this information is voluntary. The refusal to provide this information will not subject any individual to adverse treatment by Guidehouse.
- The information provided will be kept in confidence to the extent possible, except that:
  - Supervisors, human capital, partners and/principals may be informed regarding restrictions on the work or duties of individuals with disabilities, and regarding necessary accommodations;
  - First aid and safety personnel may be informed, when and to the extent appropriate, if conditions might require emergency treatment; and
  - Government officials engaged in enforcing applicable laws may be informed. The information provided will be used only in ways that are not inconsistent with VEVRAA, and other applicable laws.

**5.4 Non-Retaliation for Protected Activities**

Employees and applicants will not be subjected to harassment, intimidation, threats, coercion, or discrimination for engaging in protected activities such as:

- Filing a complaint;
- Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503, Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, ("VEVRAA") or any other federal, state, or local law requiring equal opportunity for individuals with disabilities or covered veterans;
- Opposing any act or practice made unlawful by such laws; or
- Exercising any other right protected by such laws.

**5.5 Reporting and Resolving Incidents**

- Guidehouse encourages victims of harassment and discrimination to report concerns internally to Ethics & Compliance. Guidehouse will investigate all concerns in a timely, objective, and thorough manner. Investigations are conducted confidentially, meaning they are discussed only on a need-to-know basis.
- Guidehouse implements appropriate remedial action for substantiated policy violations, and even if unsubstantiated, where remedial action is deemed warranted. Guidehouse strictly prohibits retaliation against Guidehouse personnel or applicants for reporting in good faith actual or suspected violations of law or Guidehouse policy or for participating in the investigation of reported concerns.
- Victims of harassment or discrimination also have the opportunity to file complaints externally. Refer to the Federal & State Required Notices section of the Handbook.

Authorized Use Only

The current version of this policy is posted on the Guidehouse Intranet. Hardcopies are uncontrolled and should be validated prior to use.

## **6.0 Responsibilities**

### **6.1 All Personnel**

Report all issues related to discrimination, harassment, or retaliation in accordance with the *Reporting Concerns* policy.

### **6.2 Supervisors**

It is the responsibility of supervisors to take immediate corrective action to deal effectively with harassment once such behavior has been brought to their attention. Supervisors must refer all complaints involving harassment to the Human Capital, Ethics & Compliance, or the Ethics Hotline.

Supervisors who knowingly allow or tolerate harassment or retaliation are in violation of this policy and subject to discipline.

### **6.3 Ethics & Compliance**

Conduct investigations into allegations of any form of discrimination, harassment, or retaliation.

## **7.0 Questions & Concern Reporting**

Concerns regarding this policy should be reported immediately to Ethics & Compliance at [ethics@guidehouse.com](mailto:ethics@guidehouse.com) or to the Ethics Hotline at [guidehouse.ethicspoint.com](https://guidehouse.ethicspoint.com).

Violations of this policy may result in disciplinary action depending on the nature and severity of the violation, up to and including termination of employment. Violations of this policy may result in disciplinary action depending on the nature and severity of the violation, up to and including termination of employment.

Authorized Use Only

The current version of this policy is posted on the Guidehouse Intranet. Hardcopies are uncontrolled and should be validated prior to use.

#### ***4.11 Vendor Certifications (if applicable)***

**Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Not Applicable, as Guidehouse Inc. is a professional services firm.

## **Tab 5. Products and Services / Scope**

## 5.1 *Our Software and Implementation Capabilities*

With Guidehouse's services, we have combined unequaled expertise, specialized resources, and unique experiences to solve problems specifically with companies and governments in the commercial and public sectors requiring multiple cross division unity systems. We can implement an HCM system they will meet all your criteria tailored to your specific needs. Guidehouse, using Workday at its core, will help you manage and continue to support you in this journey.

### 5.1.1 **Human Capital (including Learning, Talent Acquisition, Compensation, Human Resource Management, Workforce Management, and Benefits Administration)**

With Guidehouse's services we will implement Workday Human Resource Management to design and help you organize, manage, and pay your workforce. With modern, intuitive employee and manager self-service capabilities, users and administrators can both get the information they need about their jobs and organizations. All HCM and Financials functionality function as a single system where all information is inherently unified and work seamlessly together.

Workday's Core Human Capital Management (HCM) serves as the foundation for all HCM functionality as well as unified functionality with Workday Financials. With an adaptable and highly configurable foundation, Workday HCM is designed to address the challenges your organization faces today and to prepare you for whatever the future brings.

Workday Core HCM supports organizations with key capabilities including:

- **Staffing Models.** Workday core human resources features begin with establishing and managing staffing at any level in the organization. Workday HCM manages open positions through the use of position or job management and manages the transition of any worker from applicant to employee or contingent worker. Workday provides the flexibility to define an organization's staffing approach for individual divisions, units, or the entire organization, including:
  - **Position Management.** Hiring managers fill only specific approved positions. Compensation packages may optionally be assigned to unfilled positions.
  - **Job Management.** Hiring managers hire as they see fit with no specific target, subject only to the hiring guidelines defined for the organization.
- **Comprehensive Worker Profile.** With Workday, organizations can track more than basic worker information. Shifting from a system of record for workforce management, to a system of capabilities, Workday enables organizations to track key worker information including skills, worker experience, education, languages, certifications, training, achievements, professional affiliations, job history, internal projects, and more. Armed with a complete picture of your workforce capabilities, your organization is empowered to make strategic decisions to support the changing world.
- **Foundational Skills Management.** When it comes to tracking workforce capabilities for your organization, Workday provides a business-centric approach to skills management with skills count and an ontology of tens of thousands of skills with our Skills Cloud. This gives workers the ability to not only track their skills but also provides an enhanced search experience to streamline skills reporting and updates throughout the worker lifecycle.

Organizations armed with analytics and insights can highlight top skills, perform gap analysis, and empower leaders to help develop internal talent, or focus recruitment efforts externally. Machine learning functionality in skills cloud can help identify workers with best-match skills as well as recommend candidates, enabling organizations to meet crucial hiring initiatives.

- **Seamless Onboarding Experiences.** Onboarding helps organizations set the first impression of their organization. Provide workers with the world-class experience they expect by extending a warm welcome to new and pre-hires, connecting them with managers and co-workers, and providing them the information they seek in a familiar interface. Organizations can reduce administration effort and cost by streamlining and automating the tasks and to do's while also helping new workers quickly feel at home at your organization. The automation of new-hire business processes, forms management, and checklists ensure greater first day worker productivity, improved HR productivity, and greater visibility into the transitioning of new hires. Extend the same welcoming experience to your workforce during times of transitions such as job changes or promotions to ensure an engaging experience while helping set the worker up for success in their new role.
- **Configurable Business Process Framework.** The business process framework allows you to easily configure, copy, and change process flows, consider conditional logic, or embed information throughout the process. All of this happens without IT or consulting resources, so you don't have to deal with the delays and costs that are typical of process changes.
- **Innovative Security Methodology.** Security is a core part of what makes Workday HCM flexible and easy to use. Secure data rather than fields. Set up security once and it governs the data across all of Workday HCM no matter how it's accessed—via browser or mobile app.
- **Mobile First Design.** Meet your workforce where they are with a mobile-first design approach with Workday, fostering straightforward, relevant interactions. A single application provides access to all of Workday HCM where it's always in sync, so changes made on the mobile app instantly appear in the browser version and vice versa. This makes it possible to fluidly move between mobile and desktop, meeting your workers anytime, anywhere.
- **Native Reporting, Analytics, and Dashboards.** Reporting and analytics are native to Workday HCM and inherit the security configurations you set up around data. Reports, dashboards, and scorecards are easy to configure, change, update, and publish. And because transactional and analytical data are in the same system, you can drill into data and act on it from anywhere within Workday HCM. Removing the separation between transactions and analytics means that you can manage your organization fluidly, in real time, and with full confidence in data integrity.

### Workday Workforce Analytics and Reporting

With Guidehouse's services, we will implement Workday analytics and reporting, which are connected to the HR system of record, empowering HR to become a strategic partner that other teams count on. With a foundation of credible data that the organization trusts, HR teams and their business counterparts can work together to identify risks, uncover opportunities, monitor workforce trends, and drill into contributing factors. Workday provides thousands of packaged reports and hundreds of delivered dashboards, all of which can be configured to fit your organization's need to provide consistent visibility on key topics such as workforce skills and composition, performance, talent acquisition, diversity, total rewards and more.

Workday's single security model enables governed, self-service access to analytics and reporting across all your organization's data. With Workday, users can perform multi-dimensional drill down on data with charting and filtering capabilities and then act directly from the report. For example, if you see the name of a person on a report, you can click on that name and act on the person, supplier, customer, or any other object. Similarly, if you see a number on a report, you can click on that number and see the underlying detail as well as slice and dice that data by multiple dimensions.

**Talent Optimization** works seamlessly with Workday's Human Resource Management to enable you to align, assess, and develop your workforce, as well as plan your talent pipeline—all from a single unified solution. Workday's Talent Optimization solution leverages the Skills Cloud foundation to define, assess, and track worker skills, interests, strengths and opportunities. Talent Optimization includes the following solutions:

- **Performance Enablement.** Allows organizations to align and manage performance reviews, goals setting, competency management, feedback, and check ins.
- **Career and Development.** Gives managers and employees the ability to create their own development plans and grow into their careers. Workers can also express career and job interests, identify potential next steps in their career using the opportunity graph, and connect with mentors.
- **Talent Pipeline.** Provides visual tools to help organizations build, manage, and evaluate succession plans for any position in their organization. Organizations can create talent and succession pools, calibrate and assess worker potential.
- **Talent Marketplace.** Connects workers with opportunities using Workday's Skills Foundation. Based on a worker's skill profile, they can browse gigs and job suggestions to use or grow skills. Match analyses identify how well-suited employees may be for a gig or job opportunity based on their skills and career interests. Learning recommendations can be provided to close skill gaps.

## Organization Management

With Guidehouse's services, Workday provides unlimited dynamic, agile organizations that can be configured to reflect multiple organizational structures simultaneously. Workday also empowers organizations with the ability to model reorganizations and execute approved changes seamlessly in our single solution. Workday's reporting tools work in harmony with your organizational structures, enabling you to create and run reports using organizational parameters or historical effective dates to view the organization at a prior point-in-time providing transparency and visibility for your organization.

## Contingent Labor Management

Workday is designed from the ground up to support the unique requirements for sourcing, management, and optimization of contingent labor within your organization—including requisitioning, onboarding and administration, time tracking, and invoicing and payment. Workday addresses the unique requirements of contingent labor management, so you no longer need to deploy a multitude of disparate systems in order to source, onboard, track, and pay contingent workers.



## **Workday Employee and Manager Self-Service**

Workday offers an intuitive user experience that promotes employee engagement. With all functionalities built in a single codebase, employees, managers, executives, and administrators have a consistent experience no matter where they are in Workday.

For workers, managing HR transactions like benefits enrollment, expense reports, PTO and payroll is just the beginning. Workday empowers employees to tap into opportunities to grow and thrive within their organization, which drives employee satisfaction and retention. Personal and professional growth comes through employees' ability to get feedback at any time, provide feedback through surveys, understand opportunities, seek mentors and guidance, learn freely, and develop the skills they need to take their careers in any direction.

### **Employee Self-Service**

Employee self-service is delivered for all Workday HCM functional areas, allowing organizations to empower workers to view and update their own information where applicable. All this is achieved in a consumer-like user interface with many options available on mobile as well as desktop.

All updates to worker information are governed by Workday's business process framework, delivering transparency during the process as well as an audit trail of all activity. While interacting with business processes, users can be presented with help text and / or access embedded links to the relevant policy documents. The business process framework is configurable, allowing customers to include approvals and notifications on different transactions that suit their needs.

### **Manager Self-Service**

With Guidehouse's services we will implement Workday to deliver more than 500 business process types through which you can assign tasks to managers using role-based security groups so they can complete them via manager self-service. Managers also have access to actionable and drillable real-time analytics.

### **Compensation Management**

Workday Compensation enables you to create, manage, and adjust compensation programs to best suit your organizational demands. Workday Compensation consolidates employee compensation across multiple plans and locations into a single view. As compensation plans change over time, compensation business processes are easily configured with a Web-based interface.

With Workday Compensation, organizations can:

- Structure compensation packages according to the needs of your organization. Compensation packages provide a means of grouping compensation plans and defining high level preferences.
- Create compensation structures based upon ranges and/or step-based structures with specified step durations and conditions to move forward.
- Automate process of employee step progression based on time in step or configured business rules
- Create multiple types of compensation plans such as step-based plans, range-based plans, allowance plans, unit-based plans, merit plans, bonus plans, etc. Workday allows employees



to be associated to multiple compensation plans; thus, allowing the assignment of all appropriate plans to each employee.

- Easily handle the effective dated mass rollout and removal of compensation plans.
- Identify and eliminate pay discrepancies by applying compensation leveling tools to salary grades and profiles
- Associate salary survey data with job profiles
- Adjust and weigh survey data to generate compensation benchmarks
- Compare an employee's compensation against all workers across the tenant who share the same job profile, compensation grade and grade profile
- Manage Merit Pay Increase Processes – Support complex pay-for-performance schemes, including recommended targets based on characteristics like performance score, job profile, location, compa-ratio, range position, and individual goal net attainment percentages
- Manage Incentive Compensation – Define rules to assign employees to incentive plans, fund bonuses by department, calculate target bonuses based on funding according to organization and division goal attainment, propose and grant merit increases and configure approvals to meet your requirements
- Model Bonus Accruals – Model bonus cost projections using current data to plan and report to Finance
- Calculate and create severance payouts for impacted employees using configurable formulas and rules for streamlining the overall process and processing by Payroll
- Provide real-time Total Rewards statements to your employees
- Support Pay Equity – The Pay Equity Dashboard can be configured with delivered reports for gender pay equity against country, job family, compa-ratio, and performance rating
- Configure business rules to support your organization's compensation processes

With Guidehouse's services, we will implement Workday Benefits which is a highly configurable, intuitive benefits system that allows your organization to define packages and plans to motivate and retain employees. Workday Benefits gives your organization the tools to define, manage, and adjust benefits plans to meet your unique requirements. Workday enables you to manage your organization's benefits elections by setting up benefits plans, providers, and programs while also defining robust eligibility rules that automatically determine employees' qualifications for benefits plans. And your employees can more easily enroll in benefits during open enrollment periods via any device – including their mobile phones.

Workday allows you to automate benefits events, including new hire enrollment, open enrollment, life event changes, and termination. You can also set up default enrollment logic for employees that miss the benefits enrollment window, as well as rules to determine what happens if multiple life events occur on the same day.

Workday provides pre-packaged integrations to third-party benefit providers "in the cloud". Not only does Workday build these integrations but they are also hosted and – most importantly – maintained by Workday. The ever-expanding catalog of interfaces in the Workday Integration Cloud is broken into several categories including HCM, Payroll, Benefits and Financial Management.

If Workday does not provide a pre-packaged integration to a particular benefit provider, customers use Workday Connectors, which are pre-built integration templates that address most of the effort required to connect to third-party endpoints.

With Workday Benefits, organizations can:

- Design and implement any number of benefits plans and control the plans that are eligible to employees during open enrollment or life events. Benefit eligibility can be set based on any field or combination of fields in Workday. Workday also properly monitors the benefits eligibility of workers who have multiple ‘jobs’ based on their primary or aggregate jobs.
- Provide a full spectrum of benefits coverage, including health, insurance, spending accounts, and defined contribution plans. Examples applicable to the U.S. market include:
  - **Health:** Workday allows you to select benefit providers, healthcare coverage types (medical, dental, vision, major medical), healthcare classifications, as well as employee and employer costs.
  - **Insurance:** By providing full support for rate tables (fixed, age, or compensation-based) as well as the insurance coverage types and target populations, Workday offers flexible insurance coverage and support for different rate definitions and forms of coverage such as short-term disability, long-term disability, life insurance, dependent life, etc.
  - **Flexible Spending Accounts / Health Savings Accounts:** Workday allows you to define and determine dependent care and healthcare spending account cap amounts for the plan year. Employees can enter their contributions annually or by pay group frequency, reducing administrative overhead.
  - **Retirement Savings Plans:** Using Workday, you can easily create retirement plan types (such as 401k, 403b for the U.S. market) and set maximum contribution and minimum retirement age thresholds.
  - **Additional Benefit Plan Types:** Capture remaining standard and non-standard benefits.
  - **Medicare:** Eligibility tracking and information management for employees and dependents.
- Initiate Open Enrollment for a single organization, multiple organizations, or the whole organization as well as for specific event types or plans. Enable open enrollment for mobile devices, so that your employees can enroll from anywhere on any device with instant access to enroll in benefit plan elections, coverage targets, costs and credits. Expedite the enrollment finalization with mass approvals and election activations.
- Manage ongoing benefit eligibility and enrollment when employees experience life events. Organizations can leverage the business process and rules framework for automatic initiation of benefit processes when the workers’ benefit eligibility changes due to staffing events or other employee data changes. This includes defining events such as employees or dependents reaching a certain age and the system response for those events. Benefits may be automatically reinstated to employees who were previously ineligible, due to LOA or work furlough, within a given timeframe.
- Track and report on employer-related costs that are taxable benefits to the employee.
- Leverage a delivered connection to Workday Payroll, as well as service-based integration to third-party benefits providers.

### 5.1.2 Payroll (including Time Tracking and Absence Management)

Guidehouse has services that include Workday’s native payroll solutions for the U.S. along with the ability to integrate to any third-party payroll provider around the world via their cloud-based integration platform. Designed with a robust calculation engine and a focus on flexibility, control

and actionable insight, Workday Payroll enables users to manage payroll efficiently and accurately.

Workday's continuous calculation engine and flexible architecture lets users define earnings, deductions, accumulations, and balances streamlining the payroll process and improving efficiency. Additionally, the role-based security model fosters collaboration with key business partners outside the payroll department while ensuring sensitive employee data is safeguarded.

Guidehouse also has services that can implement Workday Time Tracking. Simply unified, this cloud application works seamlessly with Workday Human Capital Management (HCM), Scheduling, Payroll, and Projects to provide organizations a simplified user experience accessible via the Internet and mobile devices.

Workday Time Tracking is designed with a powerful calculation engine and rules framework to provide flexibility, configurability and control for your entire workforce, anytime, anywhere. Organizations are now able to reduce labor costs, minimize compliance risks, and increase worker productivity.

### **Absence Management**

Guidehouse's can also implement Workday Absence Management which allows organizations to define and manage both their accrued time off and leave-of-absence plans. Absence Management is fully unified with the rest of the Workday solution and works seamlessly with time reporting and payroll; thus, creating a robust solution for managing leave and time off.

Workday Absence Management allows workers to submit absence requests via a calendar format and can follow a defined path for approval. Workers and managers can view workers' leave balances and the history of their leave requests through self-service. Once a request is approved, the worker's balance is automatically decremented, and the leave information is shared with payroll for calculation purposes.

### **5.1.3 Technology Solutions**

At Guidehouse, our technology solution experts provide comprehensive technology solutions that are precision-built to ETS' unique needs and mission. We help explore, deploy, and manage innovative systems that address your requirements in cybersecurity, product design, data analytics, enterprise resource planning, recruitment, IT strategy, risk assessment, process automation, and more.

Most importantly, Guidehouse brings you a team whose commercial and public sector technology expertise cannot be replicated. We have worked with countless governments, corporations, and nonprofits, to leverage technology, like ServiceNow, to optimize their internal processes and supply chains, empower their employees with data-driven intelligence, and create highly customer-centric products and services.

Our technical capabilities and bench of technical talent uniquely positions our team to support ETS in this critical technology modernization effort. Guidehouse provides strategy through implementation and maintenance services, including all software development lifecycles for multiple modern technology platforms. Based on industry trends and experience, we know that low-code/no-code platforms provide the highest value to modernization projects. Highly customized and purpose-built legacy solutions now have a modern platform replacement that requires reduced IT department and software engineering support. These platforms place the solution and product development efforts closer to business where the business requirements and

processes are best defined. Guidehouse works with a suite of low-code/no-code platforms that we can leverage to solve business modernization problems. We are experts at implementing ServiceNow, a platform for ETS IT Financial Management/Business Management System.

#### **5.1.4 General Ledger (including Closing, Recording Transactions, Chart of Accounts and Financial Reporting)**

Guidehouse can help our customers streamline their chart of accounts and eliminate the need to work around a rigid code-block with Workday's flexible architecture. Workday provides all the statutory data elements their organization requires - Fund, Cost Center, Grant, Projects, Function, etc.. but also provides additional recording transaction elements that go above and beyond traditional accounting, capturing elements like Supplier, Employee, Expense Item, Customer and more, within each accounting event.

- Automatically generate journals for operational transactions based on accounting policies and rules defined by your accounting and control team
- As journals are created, automatically detect anomalies with Journal Insights powered by machine learning, which investigates work-tag mappings and recommends corrections. This brings more focus to exception-based work for accountants.
- Encumbrance entries, intercompany transactions, allocations, depreciation, accruals and corrections can all be captured and entered immediately
- Create recurring journals with custom validations to ensure all requirements for data input are met prior to posting including closings.

#### **Accounting and Financial Reporting**

Workday provides your organization with unprecedented insight into your financial performance. With real-time accounting and reporting you can view up to the minute financial results, provide timely management insights to budget owners, and proactively adjust your processes at any time. Instant access to the transaction data allows you to immediately understand the context of transactions and their impact on the organization. All Workday reports include drillable detail for analysis and the ability to take direct action from reports.

#### **5.1.5 Budget (including Budget Control, Budget Management and Grants Management)**

Guidehouse has services that can help with budgeting & planning that track progress against budgets and forecasts with multiple budget structures, templates, and versions.

- Automatically publish plans from Workday Adaptive Planning to view budget versus actual or enter manually as needed
- Support multi-dimensional budgets, including unlimited plan types
- Use pooled budgets and budget checking to project payroll costs on the entire population of employees, regardless of staffing model
- Track multiple budgets, forecasts, and plans to compare them to actuals • Seamlessly track an HCM event against a position or financial budget
- Budgetary Control and Commitment Accounting
  - Configure funds control as an active condition for processing any transaction; alternatively, configure edits to produce a warning with secured override function.
  - Creates statutory encumbrance accounting.

- Provide a mechanism for cost control by prohibiting users from completing transactions if there is no available budget.
- Allows for multiple budgets, multiple dimensions, and multiple hierarchies or levels for greater flexibility

Grants are an important funding source for many organizations. At the same time, organizations that provide grants—whether they are government agencies or non-profit institutions—are placing more scrutiny on the use of these funds as well as demanding greater transparency. In this environment, fully featured grants management solutions are vital to an organization’s fiscal well-being.

Built with our strategic design partners in education and government, Workday Grants Management can handle administration requirements for a range of organizations. Unified with Workday HCM, Payroll, and Financial Management, Workday Grants Management reduces the number of manual hand-offs and integration points to improve accuracy, visibility, and compliance. The application provides a central location for submitted proposals, award budgets and contracts, automated post-award processing, and effort certification compliance. With Workday Grants Management, organizations can:

- Manage and capture grant-related expenditures
- Record and assign tasks (e.g., contractual deliverables) to individuals and report on the status of those tasks, including tasks that are part of the close-out checklist
- Determine facilities and administration costs with a robust, configurable calculation engine
- Perform accounting related to grant activity, including revenue recognition and associated journal entries
- Ensure balanced accounting for awards spanning major business units across an organization, such as engineering or medical schools at a higher education institution, or transportation or public safety departments within state and local governments
- Bill sponsors/grantors based on the unique requirements of a particular award. Supported billing scenarios include cost reimbursable billing, installment and milestone billing, automatic consumption of prepayments, sponsor retention, separate billing for portions of an award, and custom invoice numbering per award
- Draw for letters of credit and automatically apply sponsor payments to invoices
- Easily organize and locate attachments related to awards using defined categories
- Link multiple proposals to an award—both initial and follow-on proposals—and report on those relationships
- Define customized errors and warnings to prevent incorrect spending, commitments, and payroll costing allocations and to enforce sponsor/grantor restrictions on types of expenditures that are disallowed for an award

### **5.1.6 Billings and Receivables (including Cash Management/Treasury and Accounts Receivable)**

Support various types of billing and payment terms to help your organization automate and increase accuracy of your invoices. Automate billing for various types of products or services, including one-time or recurring, time and expense billing, and/or milestone billing.

- Bill in regular intervals and/or tie different types of milestones to the overall schedule and/or specific installments



- Support flexible configuration options for both daily rate and hourly rate billing for Project based work. Allow for set up of daily rate by worker, role, project phase, project task, and Worktag. Allow for half day rate and full day rate
- Create recurring consolidated invoices that include transaction and installment contract line types, from multiple contract lines in different contracts
- Automatically generate billing schedules and installments using billing templates when creating contracts
- Route for approvals before invoice is issued
- Issue invoices in a PDF file through email or paper invoices through the mail
- Enable embedded attachments in customer invoice, attachment types include expenses, proof of delivery, shipment, custom info, etc.
- Schedule printing and emailing of invoices and statements

### **Configurable and Intelligent Receivable Collections**

- Leverage intelligent customer payment matching for payments missing remittance details (which may fall outside of the rules), the machine learning uses historical payment context to recommend which invoices to apply the payment to
- Configure netting rules to automatically offset open transactions for customers that are also your suppliers
- Configure rules to automatically apply payments to invoices

### **5.1.7 Purchasing and Payables (including purchasing, travel expenses, accounts payable, vendor management, and contracts management)**

Manage all critical supplier information in Workday to ensure compliance and accelerate procurement transactions with vendors.

- Create and manage suppliers with multiple remit-to addresses, email addresses and settlement bank accounts and custom data elements where needed
- Provide a Supplier Portal to allow Suppliers to manage their own details online
- Establish payment terms for suppliers to procure goods and services
- Restrict suppliers available for selection on transactions based on selected organization or organization's hierarchies associated with the supplier
- Create supplier catalogs, load catalog items and route the catalog load request for review and approval
- Configure accounting rules to assign the payables control account based upon the supplier category
- Provide a single Supplier Master screen where internal users can access data on Supplier Contracts, Purchase Orders, Invoices and Payments from a single view

The Contract Management module eliminates contract chaos and inefficiency to drive value and productivity. With Contracts, you can greatly reduce time spent finding contracts, prevent contract delays that erode cost savings, and keep stakeholders informed of approval status without taking time away from sourcing activities. By providing comprehensive visibility into contract and renewal information, including views of all contracts (and their interrelationships) with each supplier, Contracts helps you make proactive decisions and operationalize obligations to realize the full benefit of all contracts.

Contracts helps organizations:

- Streamline the contract creation and revision process via Microsoft Office 365 integration
- Drive a standardized, linear workflow that teams can easily follow
- Offload administrative work with automated alerts and reminders
- Create flexible contract hierarchies
- Gather signatures faster with DocuSign integration
- Manage obligations with configurable fields
- Eliminate questions of contract existence or status
- Conduct audits on-demand
- Stay ahead of renewals and terminations
- Visualize contract lifecycles with reports and milestone progress

Workday provides the tools and flexibility required to optimize your accounts payables process. Easily set up suppliers, manage vendor invoices, process payment approvals, automate payment processing and prioritize work with real-time reports, dashboards, and analytics.

### **Supplier Management**

Manage all critical supplier information in Workday to ensure compliance and accelerate procurement transactions with vendors.

- Create and manage suppliers with multiple remit-to addresses, email addresses and settlement bank accounts and custom data elements where needed
- Provide a Supplier Portal to allow Suppliers to manage their own details online
- Establish payment terms for suppliers to procure goods and services
- Restrict suppliers available for selection on transactions based on selected organization or organization's hierarchies associated with the supplier
- Create supplier catalogs, load catalog items and route the catalog load request for review and approval
- Configure accounting rules to assign the payables control account based upon the supplier category

### **5.1.8 Asset Management (including Asset Management and Asset Accounting)**

Automate the accounting life cycle of tangible and intangible assets with multiple books and accounting treatments. Flexibly track the movement of assets without affecting accounting activities as needed.

- Posts financial transactions for different accounting standards (GAAP and GASB) automatically, eliminating the need to post manual adjustments at period-end.
- Capitalize and depreciate, amortize/depreciate, stock and issue, or expense assets.
- Create appropriate accounting for all asset lifecycle events including acquisition, transfer, impairment, disposal, and reinstatement.
- Define depreciation parameters by asset type, such as useful life, depreciation method, or posting convention.
- Automatically set up depreciation schedules upon asset acquisition.
- Support multiple depreciation schedules to help reduce errors and allow more support for reporting across different accounting standards.

## **Tab 6.      References**



## **Tab 8. Value Added Products and Services**

## **8.1 Additional Products and/or Services**

### **8.1.1 Prism Analytics**

#### **Workday Prism Analytics**

Analytics leaders are being asked to support their organizations' growing need for actionable data and insights. With data proliferating across the enterprise at an ever-increasing rate, providing secure, self-service access to data for analytics and reporting is a significant challenge.

Workday Prism Analytics extends the core reporting and analytics capabilities of Workday, empowering decision makers with even deeper insights into their people and financial data. Now, operational insights can be generated from any data source, all within Workday, and securely distributed to the entire organization. With Workday Prism Analytics, users can bring any data source into Workday; govern non-Workday data according to Workday's single security model; enrich people and financial analytics with operational, historical, and ecosystem data; and distribute insights directly to users via reports and dashboards.

Workday Prism Analytics is built natively into the Workday technology platform and includes big data infrastructure to support massive amounts of data. It has an intuitive, consumerized user experience and self-service tools that empower users to create and share their own insights, while providing organization-wide access to insights and data through the Workday application.

#### **A Single Source of Truth for Workforce and Financial Data**

- Bring any data source into Workday, where it can be blended with HR and financial transactions
- Sunset and decommission legacy systems by loading historical data into Workday Prism Analytics
- Provide real-time insight; with analytics connected to the transaction system, worker and financial data is always up to date

#### **Increased Data Accuracy and Control**

- Efficiently transform raw data from any source to address your organization's specific needs and blend it in a single pipeline for analysis
- Significantly decrease human error by automating manual processes and calculations
- Build trust in data with a view into how datasets were created and how data has been transformed

#### **Governed Self-service Access to Data**

- Make data available in Workday reports, dashboards, worksheets and Discovery Boards, leveraging Workday's single security model for personalization
- Ensure that users only see the data that they have permission to view, even if that data didn't originate in Workday
- Eliminate risk associated with maintaining multiple security models; settings automatically adapt to organizational changes made in the system of record

#### **Key Features**

##### **Data Management**

Workday Prism Analytics provides data management solutions in the cloud so you can upload, store and secure data from any source.

- Get a full view of all your data in a single catalog
- View how datasets are linked together with data lineage
- Centrally manage permissions using Workday security
- Programmatically refresh data using a range of integration tools
- Maintain integrity with detailed traceability into dataset creation and updates

### **Data Preparation**

With Workday Prism Analytics, data transformation and blending are easy. We enable you to quickly and intuitively transform data from any source and blend it in a single pipeline for analysis.

- Use drop-down menus to parse data from raw to tabular format
- Use join, union, and group features for data transformation
- Visualize any dimension with data profiling
- Get a tabular preview of the data as it's prepared
- Summarize data and build nested aggregations with point-and-click group by functions
- Use a robust and familiar function library to create categorical variables, formatting changes, and more

### **8.1.2 Scheduling**

Guidehouse has services to implement Workday Scheduling, with Workday Scheduling workers are able to:

- Manage their availability and schedule preferences.
- Receive notifications about their schedules.
- View schedules for themselves and their teams.
- Offer and request to cover shifts on the Open Shift Board.
- Swap shifts with coworkers.
- Sign up for additional shifts from their mobile devices.

Guidehouse also has the ability to implement the Labor Optimization SKU which is an add-on product to Workday Scheduling that uses artificial intelligence to optimize shifts and shift assignments, matching labor demand with:

- Skills-based worker qualifications.
- Worker availability.
- Worker preferences.
- Business and regulatory requirements.

Labor Optimization also enables you to:

- Manage labor demand data by organization, suborganization, and work attributes or qualifications.
- Gain visibility into coverage gaps.
- Understand how well your team is scheduled with a schedule score

### **8.1.3 Help/Case Management**

Guidehouse has the ability to implement Workday Help and Case management. Workday Help enables the creation, tracking, and resolution of HR cases. Employees use self-service to create cases, check their statuses, and connect with the assigned case solvers. Case solvers use a

dedicated Help Workspace to manage cases throughout their lifecycle and to communicate with their creators.

Case management lowers the number of active cases and enables case deflection by including self-service resources that employees can use before creating a case. These resources include links to articles and Workday tasks.

Case management also provides an interactive workspace where case solvers can collaborate and reply to employees on their queries to resolve cases. This increased workflow efficiency means they can resolve cases more quickly.

### **8.1.4 Business Process Transformation Services**

Engaging in a Business Process Transformation (BPT) initiative with Guidehouse will enable business processes alignment with your strategic imperatives, lead to consistently improved outcomes and deliver maximum value to the organization. The challenges being faced by an organization often include business processes that are inefficient or out of date. Many times, it is just the way we have always done things. Whether you are looking for incremental change or rethinking your business processes and operating models, business process transformation can provide significant impact on organizational growth and operations. The goal of the BPT services provided by Guidehouse is to deliver breakthrough performance improvements for the organization that align with overall business needs.

With Workday, the evolution of business process transformation for an organization can occur much faster. The Workday platform includes more than 500 predefined business processes designed with industry standards and best practices in mind. Guidehouse will utilize the default business process definitions provided within the Workday platform to jumpstart a BPT initiative, eliminating the need to begin the business process identification phase of the project with a blank slate. The client will have an immediate understanding of what business processes are delivered in the product. This will allow the team to focus efforts on identifying which business processing are posing operational problems and developing business process redesign options. Because the Workday platform includes business process management system capabilities, it also includes delivered performance indicators and reporting capabilities to assist the client in monitoring business process improvements. Guidehouse will assist the client in the understanding and utilization of all these Workday capabilities as part of a BPT initiative for overall success.

### **8.1.5 Postproduction Support Services**

Our Guidehouse Workday team members are experts comprised of both industry knowledge and implementation experience. We strive to help our customers achieve best practice as they move from implementation to post-production by providing the following services and more:

- Preparing for and effectively intaking ongoing Workday feature functionality, organization initiatives and backlog work items
- Defining and properly resourcing change control vs. business-as-usual operations
- Implementing and optimizing a strong Workday governance model
- Creating and organizing training, funding and road mapping strategies
- Preparing for security audits (separation of duties, timely access removals, etc.)
- Leveraging Workday expertise and resources, including similar Workday customers, and our highly skilled Guidehouse team, to support our state and local government organizations

### **8.1.6 Organizational Change Management & Training**

Change Control is a key element Guidehouse's overall project governance. It supports the idea that the project "goal posts" are kept static and that any fundamental movement that does occur is formally managed. Change Control provides a method for the PMO to assess potential changes and their impact on the program.

A change is defined as any alteration to the scope, requirements (business and technical), deliverables and intended benefits that impact the program/project baseline, timing, or cost. A change is different from an issue; however, the approved resolution of an issue may require the creation of a change request. Guidehouse will work with our customers to be sure that there is clear communication and action throughout the project as it relates to project changes that are significant.

The objective of change control is to effectively manage the changes to scope, budget and business requirements (quality) so that the planned program/project objectives can be achieved in a timely manner. Following a structured change management process ensures appropriate identification, communication and authorization of changes that arise during program execution.

#### **Change Request Examples**

A change request is raised and authorized for any change or deviation from the project baseline, timing, or cost. The baseline, timing, resource requirements and cost are typically defined when key stakeholders formally approve the initial scope, plan, and budget. Examples of events that would cause the change control procedures to be invoked include:

- Additional requirements/functionality being added to project scope
- Stakeholder/governance additions, changes, removal
- Slippage in plan or budget overrun requiring tighter controls
- Exceptions as a result of issue resolution or risk mitigation

The PMO will be responsible for working with the change requestor in determining the impact of the changes related to scope, schedule, and/or cost. Where a change is approved, plans, resources, financial controls, communications, and interdependencies, can subsequently be re-aligned in a controlled manner.

A change request should be raised when an event occurs that impacts on a workstream and therefore the program. An impact could take the form of a change to schedule, scope, resource, cost or benefits.

The initial request for a change should be made by the workstream lead within which the change is required. The project management team will then support the workstream in the adherence to and completion of the remainder of the Change Control Process. If needed, the project management team will work through the project steering committee and include the customers change control review board as customer deems necessary.

There are six steps to the Change Request process, which are detailed in a Change Request Form:

- Step 1: Provides an initial assessment of the proposed Change Request and reasons for the request
- Step 2: The detailed assessment of the Change Request
- Step 3: The confirmations relating to the Change Request
- Step 4: The approval/rejection of the Change Request by project management

- Step 5: The approval/rejection of the Change Request at Program Steering Committee/Group level (if required)
- Step 6: The communication of the decision to the requester and actions.

## **Tab 9. Requested Documents**

## 9.1 Federal Funds Certifications

### **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.

**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: Guidehouse Inc.

Address: 1676 International Drive, Suite 800

City, State, Zip: McLean, VA, 22102

Authorized Signature: 


Date: 7/13/2022

## 9.2 Clean Air and Water Act & Debarment Notice

### Clean Air and Water Act & Debarment Notice

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

Potential Vendor	Guidehouse Inc.
Print Name	Collin Lopes, Partner
Address	1676 International Drive, Suite 800
City, State, Zip	McLean, VA, 22102
Authorized signature	
Date	7/13/2022

### 9.3 Contractors Requirements

#### **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.

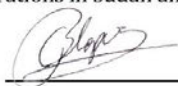
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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.

Authorized signature



Date

7/13/2022



## 9.4 Antitrust Certification Statements

### **Antitrust Certification Statements (Tex. 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	Guidehouse Inc.
Address	1676 International Drive, Suite 800
City/State/Zip	McLean, VA, 22102
Telephone No.	916-549-7393
Fax No.	N/A
Email address	clopes@guidehouse.com
Printed name	Collin Lopes
Position with company	Partner
Authorized signature	

## 9.5 Required Clauses for Federal Assistance by FTA

Guidehouse Inc. acknowledges the Required Clauses for Federal Assistance provided by FTA.

### **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 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.



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

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

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

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

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

## 9.6 *State Notice Addendum*

Guidehouse Inc. acknowledges the State Notice Addendum.

### **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](http://www.usa.gov/Agencies/State_and_Territories.shtml)

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