

Request for Proposal (RFP) for Software as a Solution for Infrastructure Projects

Solicitation Number: 30-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

Submittal Deadline: Thursday, July 21st, 2022 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, July 14th 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Software as a Solution for Infrastructure Projects for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Software as a Solution for Infrastructure Projects, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened, and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by Region

14 Education Service Center

For

Software as a Solution for Infrastructure Projects On

behalf of itself and other Government Agencies And

made available through the

National Cooperative Purchasing Alliance

RFP # 30-22



National Cooperative Purchasing Alliance



September 8, 2015

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Region 14 ESC:

Thank you for this opportunity to submit a proposal for Region 14 Education Service Center's forthcoming technology project. We have studied the information provided to us about your business requirements and carefully analyzed your technology needs. The solutions recommended for Region 14 ESC has been designed to meet your needs in the most cost-effective way without compromising on quality, service or ongoing support.

Digital AECOM's growing suite of innovative digital services includes specialized software, tools and applications for field data collection, cloud-based solutions, data management, and reporting for a wide range of purposes. PlanEngage and PipeInsights are two of these applications that help transform all projects into the digital world.

Developed over the last 3 years, trained on our programs and recently released to the market as a Software-as-a-Service (SaaS) offering, SewerLogic uses computer vision and artificial intelligence (AI) technologies in the Cloud to dramatically improve the speed and efficiency of reviewing/processing PACP inspections.

What separates AECOM from the pack is our fundamental goal of empowering you. We can help you identify your "why" before we start tackling the "what" or "how." We will collaborate and will challenge the status quo, and ultimately, we will be seeking the best possible outcomes for you.

We appreciate your consideration of our services. If you have any questions, please contact Jonathon McCurley at: 516-455-0300 or Jonathon.mccurley@aecom.com.

Sincerely,

AECOM Technical Services Inc.

A handwritten signature in black ink that reads "Jonathon McCurley". The signature is written in a cursive, flowing style.

Jonathon McCurley

Global Director of Digital Solutions

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Software as a Solution for Infrastructure Projects. Deliver expertise digital Software-as-a-Service/Hosted solutions that enable better outcomes for Infrastructure projects in the buildings, transportation, energy, water, and environment markets.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - ▶ The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - ▶ Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - ▶ Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - ▶ Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - ▶ Reduce the administrative and overhead costs of Vendors and Public Agencies through state-of-the-art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- ▶ Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- ▶ Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- ▶ Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- ▶ Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Public Bid Opening

- ▶ The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

◆ Required Proposal Format

- ▶ Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in an alternate format (e.g. xlsx, xls, csv).

◆ Tabs

- ▶ Tab 1 – Master Agreement / Signature Form
- ▶ Tab 2 – NCPA Administration Agreement
- ▶ Tab 3 – Vendor Questionnaire
- ▶ Tab 4 – Vendor Profile
- ▶ Tab 5 – Products and Services / Scope
- ▶ Tab 6 - References
- ▶ Tab 7 - Pricing
- ▶ Tab 8 – Value Added Products and Services
- ▶ Tab 9 – Required Documents

Tab 1 – Master Agreement General Terms and Conditions

◆ Customer Support

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

◆ Disclosures

- ▶ Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- ▶ The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

◆ Renewal of Contract

- ▶ Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

◆ Funding Out Clause

- ▶ Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
- ▶ Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

◆ Shipments (if applicable)

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

◆ Tax Exempt Status

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

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

- ◆ Adding authorized distributors/dealers
 - ▶ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - ▶ Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - ▶ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - ▶ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ◆ Pricing
 - ▶ All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - ▶ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ◆ Warranty
 - ▶ Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - ▶ Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - ▶ Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

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

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

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

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

- ◆ Supplemental Agreements
 - ▶ The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. AECOM is a SaaS application and will require our Software License Agreement.

- ◆ 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 protesters
 - 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. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

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

- ◆ Contract Administration
 - ▶ The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - ▶ The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - ▶ It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - ▶ Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
 - ▶ Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
 - ▶ New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
 - ▶ It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - ▶ Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

- ◆ Estimated Quantities
 - ▶ While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 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 respondents 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.

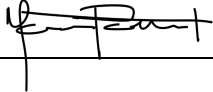
Evaluation Criteria

- ◆ 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

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	<u>AECOM Technical Services</u>
Address	<u>300 South Grand Avenue, Suite 900</u>
City/State/Zip	<u>Los Angeles, CA 90071-3173</u>
Telephone No.	<u>(516) 455-0300</u>
Fax No.	
Email address	<u>Mauricio.palomino@aecom.com</u>
Printed name	<u>Mauricio Palomino</u>
Position with company	<u>VP, Global Digital Leader</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of [September 1, 2022](#), by and between National Cooperative Purchasing Alliance (“NCPA”) and [AECOM Technical Services](#) (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated [September 1, 2022](#), referenced as Contract Number 02-141, 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 Software as a Solution for Infrastructure Projects;

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 (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

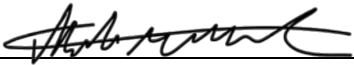
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- ▶ 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.

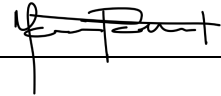
◆ General Provisions

- ▶ 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: AECOM Technical Services _____

Name: Mauricio Palomino
 Title: VP, Global Digital Leader
 Address: 300 South Grand Avenue, Suite 900
Los Angeles, CA 90071-3173
 Signature: 
 Date: July 21, 2022

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

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

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 Los Angeles, State of California

◆ **Felony Conviction Notice**

▶ Please Check Applicable Box;

A publicly held corporation; therefore, this reporting requirement is not applicable. Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

▶ If the 3rd 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:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: Developer and seller

◆ **Processing Information**

▶ Provide company contact information for the following:

■ **Sales Reports / Accounts Payable**

Contact Person: Jonathon McCurley

Title: Global Director of Digital Sales

Company: AECOM Technical Services

Address: 605 3rd Ave.

City: New York State: NY Zip: 10158

Phone: 516-455-0300 _____
Email: Jonathon.mccurley@aecom.com _____

■ Purchase Orders

Contact Person: Jonathon McCurley _____
Title: Global Director of Digital Sales _____
Company: AECOM _____
Address: 605 3rd Ave. _____
City: New York _____ State: NY _____ Zip: 10158 _____
Phone: 516-455-0300 Email: Jonathon.mccurley@aecom.com

■ Sales and Marketing

Contact Person: Jonathon McCurley _____
Title: Global Director of Digital Sales _____
Company: AECOM _____
Address: 605 3rd Ave. _____
City: New York _____ State: NY _____ Zip: 10158 _____
Phone: 516-455-0300 Email: Jonathon.mccurley@aecom.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

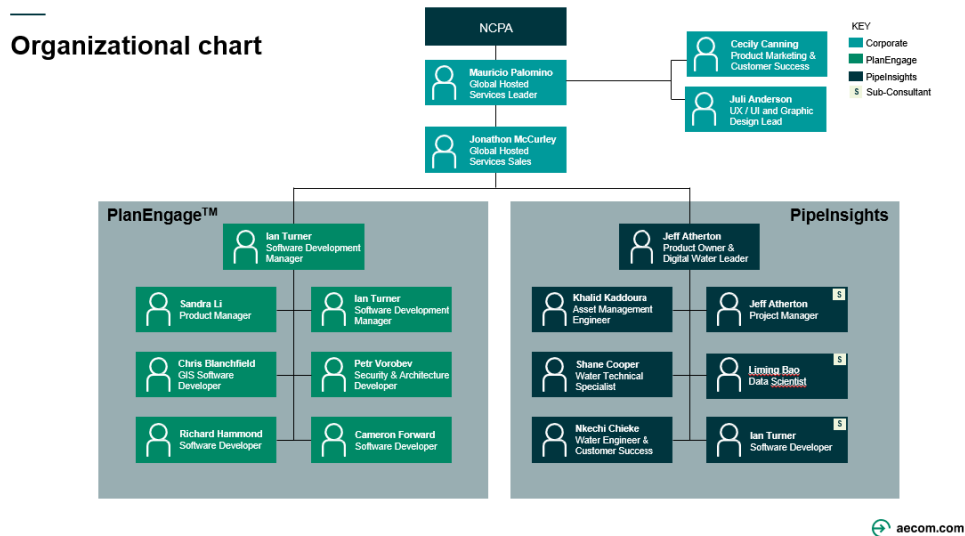
▶ Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name. [AECOM Technical Services](#)
- ◆ Brief history of your company, including the year it was established.
[AECOM launched when a handful of employees from design and engineering companies shared a dream of creating an industry-leading firm dedicated to delivering a better world. We became an independent company formed by the merger of five entities. While our official founding was in 1990, many of our predecessor firms had distinguished histories dating back more than 120 years. Since then, more than 50 companies have joined us and, in 2007, we became a publicly traded company on the New York Stock Exchange.](#)
- ◆ Company’s Dun & Bradstreet (D&B) number.
- ◆ Company’s organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location. Dallas, TX, USA
 - ▶ List the number of sales and services offices for states being bid in solicitation.
 - [AECOM has 183 branch/project offices located throughout the United States, including in most major metropolitan areas.](#)
 - ▶ List the names of key contacts at each with title, address, phone and e-mail address.
 - [Jonathon McCurley, Director of Digital Sales, 300 South Grand Avenue, Suite 900 Los Angeles, CA 90071-3173](#)
Jonathon.mccurley@aecom.com
- ◆ Define your standard terms of payment.
 - ▶ [Fees shall be payable prior to the Effective Date at the time of selection of the Plan the Services Period and the Project Limit. Any additional Fee due as a result of an Extension Agreement shall be payable within thirty \(30\) days of execution thereof](#)

- ◆ Who is your competition in the marketplace?

- ◆ 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

- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
 - \$1.9M___ in year one
 - \$5.2M___ in year two
 - \$11.9M__ in year three

- ◆ What differentiates your company from competitors?
 - ▶ AECOM is the world’s trusted infrastructure consulting firm, partnering with clients to solve the world’s most complex challenges and build legacies for generations to come.
 - ▶ We’re trusted advisors — planners, designers, engineers, consultants and program and construction managers — delivering professional services spanning cities, transportation, buildings, water, new energy, and the environment. Working throughout the project lifecycle, we’re one team driven by a common purpose to deliver a better world.
 - Approximately \$13.3 billion of Professional Services revenue during fiscal year 2021
 - Listed at #260 on the Fortune 500 as one of America’s largest companies
 - Ranked #1 in Engineering News-Record’s 2020 “Top 200 Environmental Firms”
 - Named one of Fortune magazine’s “World’s Most Admired Companies” for the sixth consecutive year
 - Named one of 2021 World’s Most Ethical Companies for its commitment to integrity and making a positive impact by Ethisphere

- ◆ Describe how your company will market this contract if awarded.
 - ▶ AECOM will market the award to all clients via email campaigns, social media, press release and website.

- ◆ Describe how you intend to introduce NCPA to your company.
 - ▶ We will also educate our internal AECOM employees via Internal ecosystem, emails and education sessions.

- ◆ Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.
 - ▶ We do not currently have an online ordering capability for our software products.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

- ▶ AECOM as the vendor of the PlanEngage platform will provide agreed support to the contracting organization. This includes a defined escalation process for major issues.
- ▶ The response times to enquiries and issues are classified by AECOM and are as follows:

Classification	Initial Response	Final Response
L1 – High	< 1 business day	< 5 business days
L2 – Medium	< 3 business days	< 10 business days
L3 – Low	< 5 business days	< 15 business days

- ▶ Technical support will be provided to for assistance with software bugs, repair of known issues, or troubleshooting of software malfunctions. Users may open a new technical support incident request by contacting AECOM using the provided support portal or email address. Technical support may be delivered by telephone or email, and / or remote assistance via a web meeting at AECOM's discretion. AECOM will respond to each technical support incident in accordance with severity levels of any issues and corresponding support response times and which will be agreed with the contracting organization. AECOM is not responsible for correcting errors or defects in (or caused by) software or hardware supplied by third parties (including any compatibility issues between any such software or hardware and the software / hardware of the contracting organization), but may, at its discretion, assist in troubleshooting these third-party hardware / software issues.

GENERAL QUESTIONS PLANENGAGE

- ◆ Describe how your digital and reporting tools minimize overall labor, costs and shorten process timeframes?

- ▶ The PlanEngage platform is an online, collaborative, simple and easy to use platform. Users can be provided with access to all or parts of the PlanEngage platform to build their reports and GIS maps directly in the platform, saving re-work, design and issues with document control. With everyone working in the same, online platform, regional and global collaboration is simplified and streamlined.

- ◆ Is your digital platform and reporting tool interactive?

- ▶ PlanEngage is an online, interactive reporting platform where information and maps are provided to users in a highly interactive format. We allow users to present content in ways that provide a highly interactive and engaging online experience – whether through interactive maps that allow for selected locations and layers to be highlighted as needed and configured to match the context of surrounding text in a document; links through to pop-up content such as fly-through videos or verified views; and digital slider tools that show before and after photos.

- ◆ Is your digital and reporting platform cloud based?

- ▶ PlanEngage is a cloud-hosted platform available on a variety of devices including computers, mobile phones and tablets. The PlanEngage site can be accessed from any location with internet access.

- ◆ Describe your mobile reporting capabilities and can it be read interactively on a smart phone?

- ▶ The PlanEngage platform is available from mainstream mobile devices through standard web

browsing platforms. The platform is designed with a bootstrap that supports multiple resolutions including desktop and mobile.

- ▶ Certain content (especially interactive maps) are more effectively viewed in a desktop environment due to the ability to view the mapping content at a reasonable size.

- ◆ Describe if the reporting tool is translatable to other languages?
 - ▶ The PlanEngage platform does not currently contain any in-built translation solution, however, the platform is compatible with plug-in translation solutions such as the Google Chrome Translate feature.

- ◆ Does the system restrict private and public content?
 - ▶ The PlanEngage platform uses a user identity to ensure that users roles are well-defined on the basis of the client and the project. Multiple roles may be assigned to each user to provide permission for viewing or editing a whole project or individual project sections. The key roles provide the user with view only or edit access.
 - ▶ Projects are edited in unpublished form, and any content is completely unavailable to the public or any project users without permission to view. Once a project is ready for publication, a version of the project is created that is published. At this point, the project owner can decide who the published project should be visible to the general public or locked to specific users. After publishing, subsequent edits can happen in the unpublished version without affecting the published version of the project until the updated version is ready to be published. At this point, the user can once again complete the publication process to update the published version.

- ◆ Does your digital tool platform utilize advance AI tools? If so, describe these tools and features.
 - ▶ There are currently no AI tools utilized on the PlanEngage platform.

- ◆ Is your platform 508 compliant?
 - ▶ The PlanEngage platform complies with the Web Content Accessibility Guidelines (WCAG) 2.0 AA standard, as well as the United States Section 508. As some elements of this compliance are specific to project setup, users are provided with a guide on how to improve site accessibility for these requirements. We can also help facilitate accessibility assessments if required.

- ◆ Describe how your digital and reporting platform to help reduce carbon pollution, cut emissions, lower energy costs and aligns with providing cleaner energy.
 - ▶ PlanEngage reduces report development and refinement labor requirements through systematic productivity enhancements and reduces the need for printed materials. This reduces emissions associated with computer-related energy consumption, paper manufacturing and travel by supporting work-at-home practices. Better decisions, achieved through increasing the number of participants and decision-maker and participant understanding and made possible by more engaging reports, present the potential to support pollutant reduction, energy efficiency and clean energy solutions.

- ◆ Describe any advanced features not requested above?
 - ▶ ***Before and After***
The GIS (Geographic Information System) interactive map features before and after sliders illustrating proposed project changes. The value is to demonstrate the ability by interrogating

proposed changes on the map view and see what impact it might have to the users and communicating with stakeholders.

▶ **Templates**

The PlanEngage platform allows users to create a 'template' of a standard project or site approach and copy that template for various uses. This is especially relevant for creating standard and defined processes. This template can be moderated with the same user permissions as the broader platform to ensure consistency and reliability.

▶ **Video**

Content creation comes to life when adding videos on a project page. Videos can be uploaded in MP4-format on the PlanEngage platform. Several audio tracks can be added for users to select different languages.

▶ **3D View**

A discrete 3D model can represent objects with known and definable boundaries. It can be created in Blender and hosted on the PlanEngage platform. It can be a building or an object that can be viewed in detail in 360-degree view or by zooming.

▶ **Changes over Time**

This tool demonstrates the potential to show changes over time on a GIS map. In the example shown here, it demonstrates changes in sentiment of surveyed stakeholders throughout a period of time. However, this tool can be used to show many different changes over time including:

- ◆ Flood mapping
- ◆ Demographic changes
- ◆ Transport changes
- ◆ Project feedback monitoring
- ◆ A long-term program of work

▶ **Community Engagement/Map Feedback**

Community Engagement lets users interact and leave feedback on a project on a map. The platform enables comment and sentiment management. The map feedback feature allows users to drop a pin on a particular location and provide comments/feedback. A map feedback page is a great way to gather feedback on a project. For example, this may be very important whilst collecting community feedback during options analysis.

▶ **Power BI Dashboards/Data Visualization**

Effective visualisation of data is a critical step in extracting the full value and insights from datasets. We have strong experience in developing custom visualisation of datasets to create visually engaging and interactive environments suited to different stakeholder groups.

▶ **Data Analysis**

By linking a GIS-based map into the content, we can provide users with specific information for their location of choice - either by searching for a specific address or by drawing a circle around a particular area of interest to them. This enables users to search for areas that are specifically relevant to them such as their home address, kids' school, workplace or other areas they frequently visit.

▶ **3D Mapping**

The PlanEngage platform is a powerful tool to visualize and interact with 3D mapping in industries such as Transport, Environment and Buildings. Below represent a few examples of what the capabilities are for 3D Mapping:

- Tree Density landscape - Thematic 3D composed of ArcGIS Server Feature Services, a single band image service for terrain and an RGB image service of aerial.

- Terrain where usage of the point cloud collects data points defined by a given coordinates system and derived from LiDAR.
 - A 3D city scene composed of terrain from a single band image service, aerial photography and a WebScene service.
 - A subsurface scene created by analysis in Leapfrog and hosted by CTECH.
- ▶ **GIS/Interactive Mapping**
The PlanEngage platform allows users to display interactive maps with the ability to show multiple layers, pop-up feature documents, interactive elements and data changes over time. The map features allow end-users to zoom in and out, move around the map, view additional GIS information and additional content. End-users to have the ability to search for an address of interest on the maps (if configured).
- ▶ **Concurrent Editing**
In PlanEngage collaborative editing in real-time allows users to edit, track changes or comment on a section or text simultaneously as another user. Editing of groups producing works together through individual contributions provides an effective mechanism to work more productively. Track-changes allow users to collaborate on documents while maintaining complete control over the content creation process. Users can reply to a comment to start a conversation. Comment threads allow users to easily exchange ideas and discuss suggestions for a particular part of the content.
- ▶ **Editing**
PlanEngage provides editing users with the ability to upload documents, images, videos and other various media formats. It provides editing users with the ability to edit text elements including changing fonts, font size, themes, italics, bold, color, alignment and inserting and editing tables. This is all managed through a WYSIWYG editing experience where users can see exactly how their site will look while editing.
- ▶ **Digital EIA Platform**
Environmental Impact Assessment & Permitting is a key regulatory requirement and decision-making input for the proponent of any major infrastructure development. The PlanEngage platform enables an EIA project into an online, interactive and informative website. A project site provides an improved accessibility to the community and key project stakeholders. An interactive EIA project information can transform the original EIS documentation including text, imagery and maps to explain to site visitors about the proposed project alternative options, show potential environmental consequences and outline mitigation measures.
- ▶ **Technical Data Reporting and repository**
In PlanEngage, there are several data repositories:
 - Community feedback results can be viewed and downloaded in excel-files
 - Review Dashboard visualizes the progress of the review workflow
 - Google Analytics Report collects data on project visitors to provide insights.
- ▶ **Environmental Monitoring**
For Environmental Monitoring, the data used on the PlanEngage platform is supported by content, analysis, and mapping. It also provides a series of asset inventories drawing on data provided. detailed content, analysis, mapping and imagery of key impacts. Each individual interactive GIS map page can display information of sites, supporting infrastructure layers and corresponding economic and climate hazard mapping as well as interactive map pop-up's showing additional site-specific information including the site name, site classification and ratings.

▶ **Integrated Survey Solution**

A customised community feedback mechanism where project feedback can be collected and fed directly into a client's community engagement platform for collation and response.

GENERAL QUESTIONS PIPEINSIGHTS

- ◆ Describe how your digital and reporting tools minimize overall labor, costs and shorten process timeframes?
 - ▶ PipeInsights is AECOM's cloud-based platform for managing CCTV sewer inspections. It allows users to upload inspections to the cloud, perform QA/QC of the defect coding, diagnose problems, and visualize the health of your system from anywhere.
 - ▶ PipeInsights's superior AI capabilities employ our advanced machine learning algorithms to validate coding, flag potential coding errors and detect missed codes or automate the sewer defect coding process. The system is are added.
 - ▶ Previously this process was a slow and manual process undertaken by a trained engineer – saving significant time and cost on this process.
 - ▶ Most sewer inspections are 80% defect-free, yet engineers spend a lot of time having to QA/QC the video. That can be done by PipeInsights, allowing staff to focus their time on higher value activities.
 - ▶ PipeInsights is always working in the background – processing your videos and generating results – and will then notify the user once the review process is complete. Meaning, PipeInsights could be processing your videos while you sleep and return to the work completed.

- ◆ Is your digital platform and reporting tool interactive?
 - ▶ The PipeInsights platform provides a range of interactive reporting and dashboarding, allowing users to easily understand the results of the AI analysis and pipe reporting over time.

- ◆ Is your digital and reporting platform cloud based?
 - ▶ PipeInsights is a fully cloud-hosted platform available from anywhere with an internet connection.

- ◆ Describe your mobile reporting capabilities and can it be read interactively on a smart phone?
 - ▶ PipeInsights is built on HTML5 and is designed to work on standard browser and can be viewed on a tablet and is not mobile responsive.

- ◆ Describe if the reporting tool is translatable to other languages?
 - ▶ There is currently no translation functionality in PipeInsights.

- ◆ Does the system restrict private and public content?
 - ▶ PipeInsights is restricted to access by logged in users only. Users can be invited to collaborate on a project by the project owner. Based on multi tendency access.

- ◆ Does your digital tool platform utilize advance AI tools? If so, describe these tools and features.
 - ▶ The PipeInsights platform uses superior AI capabilities and advanced machine learning algorithms to validate coding, flag potential coding errors and detect missed codes or automate the sewer defect coding process. The system is trained on hundreds of thousands of defects and continues to learn and improve as new inspections are added.

- ◆ Is your platform 508 compliant?
 - ▶ Where the application interface is provided for public consumption, the application is designed to meet WCAG Level AA Conformance, as defined at [Web Content Accessibility Guidelines \(WCAG\) 2 Level AA Conformance | Web Accessibility Initiative \(WAI\) | W3C](#). Where a page is reported by a customer as non-conformant, an AECOM-managed validation process will begin, and within 90 days of the report being validated by AECOM, the page will be modified by AECOM at no extra charge. AECOM will accept a maximum of one such report per quarter.

- ◆ Describe any advanced features not requested above?
 - ▶ Automated defect detection for operational and structural defects in gravity sewers.
 - ▶ Validate defects identified by human provides accuracy confidence level.
 - ▶ Provide the ability to generate capital and operational repairs.
 - ▶ Ability to generate multiple rehabilitation scenarios.
 - ▶ Integration with GIS mapping.

- ◆ Is your ADR compatible with other inspection software?
 - ▶ PipeInsights imports NASSCO Version 4, 6 and 7 and exports to NASSCO Version 7 PACP databases and inspection videos/formats.

- ◆ Do you have a current executed License Agreement for Automated Defect Recognition (ADR) Software, issued by NASSCO, for application of NASSCO intellectual property (PACP, LACP, and /or MACP) to Automated Defect Recognition (“ADR License”)??
 - ▶ PipeInsights has a current ADR License issued by NASSCO.

TECHNICAL QUESTIONS – PlanEngage

- ◆ Respondents are requested to describe the policies, procedures and standards that are established, documented, communicated and applied within the organization for the following control types.
 - ▶ Application and Interface Security
 - All data is encrypted in transit and at rest according to the cloud provider recommendations. [Security Encryption Overview](#).
 - Data for each project (a logical unit of the application) is stored in a separate database and in a separate blob storage container.
 - While in the system, data is protected by continuous backup which allows point in time recovery for 35 days for database and 30 days soft delete for files like images, video, etc. The database backups and the blob backups can be stored at least for 10 years.
 - Once retention period is complete data is safely disposed.
 - The traffic to the application is filtered by Azure Front Door WAF. All data input to the system is filtered against a set of rules including (but not limited to) OWASP TOP 10. All file uploads are additionally scanned for malicious injections using built-in MS Azure mechanisms.
 - Our compilation and deployment system are entirely housed within Azure DevOps, and take advantage of the security implicitly provided by that solution. SAST scanning is performed against source code and libraries using WhiteSource Bolt. Code is regularly reviewed.

- Production and dev/staging environments do not share resources of any kind. For US and UK production environments the different Azure subscriptions are used.
 - User sessions are timed out after 24 hrs. by default. This may be reduced as needed on a per installation basis.
- ▶ **Audit and Assurance**
 - AECOM undergoes SOX audits on an annual basis. The IT Compliance Team tests various IT controls in advance of the audit which are conducted on varying cycles from monthly to quarterly.
- ▶ **Business Continuity Management and Operational Resilience**
 - AECOM has deployed Endpoint Detection and Response (EDR) software. AECOM uses centrally managed firewalls at all internet-facing gateways. All servers, desktop computers, and laptops have ordinary anti-malware protection and agents for detection of advanced persistent threats. The endpoint protection suite on all desktop and laptop computers additionally includes a personal firewall and intrusion prevention capability. All internet browsing is routed through proxy gateways that block access to prohibited sites and block execution of malicious code on web sites. Netflow between WAN routers is forwarded to a central storage location where it is monitored for anomalous activity. Malware scans are run real-time and full scans are scheduled on a weekly basis. AECOM has a Business Continuity and Disaster Recovery Plan, termed our 'Organizational Resilience Plan'. It provides a structured approach to the continuity of our business in the event of any disruptive events. The purpose of the Plan is to provide management teams at all levels of the organization with a response framework for disruptive events. Major data centers do have a BC/DR policy. Local offices rely on backup policy and procedure, which may include replication to a datacenter where BC/DR policy is in place.
 - AECOM has a robust Monitoring and Incident Response (IR) program in place. Logs are collected from computers and network devices and correlated using sophisticated Security Incident Event Management (SIEM) systems. We have documented IR procedures and a highly trained CSOC team. The CSOC is an internal team of seasoned security experts who monitor and respond to cybersecurity incidents within AECOM. The team is globally distributed. This team is dedicated to continuous monitoring and protecting the business from cyber-attacks and threats, as well as ensuring expedient recovery time.
- ▶ **Change Management and Risk Management**
 - AECOM has a Business Continuity and Disaster Recovery Plan, termed our 'Organizational Resilience Plan'. It provides a structured approach to the continuity of our business in the event of any disruptive events. The purpose of the Plan is to provide management teams at all levels of the organization with a response framework for disruptive events.
- ▶ **Data Security and Privacy**
 - All data or information (including personal information) used, stored, collected, transmitted, processed or created by the Customer in relation to the Hosted Services ('Customer Data') will remain the property of the Customer. AECOM will be permitted to access the Customer Data only for the purposes of providing the Hosted Services and the Customer grants to AECOM, and its employees, agents, and contractors providing or supporting the Hosting Services a royalty free, non-exclusive license to access the Customer Data for this purpose.
- ▶ If any Customer Data is the subject of a third-party license, then the use, storage, collection, transmission, and processing, must be done in accordance with any conditions or requirements imposed by that license. Datacenter Security and Off-Site Equipment Disposal

- The solution is subject to the standards of Microsoft Azure datacenter security.
- ▶ Encryption and Key Management
 - AECOM is developing encryption requirements as part of an ongoing data protection project.
- ▶ Human Resource Background Screening
 - As part of AECOM's employment screening and vetting process, all candidates are thoroughly screened, requiring government-issued identification that validates the candidate's identity. Background checks are performed based on the job classification and role of the candidate. Candidates that are hired with the requirement of special clearances are screened per the levels mandated.
- ▶ Identity and Access Management
 - The PlanEngage platform uses a user identity to ensure that users roles are well-defined on the basis of the client and the project. Multiple roles may be assigned to each user to provide permission for viewing or editing a whole project or individual project sections. The key roles provide the user with view only or edit access.
 - Access to PlanEngage managed according to the MS best practice guidelines and monitored by Microsoft Defender for Cloud.
 - User Roles within the PlanEngage platform include:
 - **Limited Access User** – can view/edit only an assigned part of a project
 - **Project Viewer** – has read-only access to a specific project
 - **Project Editor** – can view/edit any part of a specific project and manage project details and configuration
 - **Project Owner** – same as Project Editor plus can publish the project and grant other users any of the roles above
 - **Client Owner** – is a Project Owner for all the projects under a specific client + can create new projects under this client and grant access at the client level
 - **Administrator** – all of the above for all clients and projects plus application management tasks
 - The PlanEngage application is accessible from the internet by encrypted connection and protected by Azure Front Door. Platform access can be restricted to specific locations if required.
 - The application uses a local authentication model based on standard .NET Framework patterns.
 - The application also supports SSO based on OAuth protocol through the Azure Active Directory.
 - The PlanEngage application supports MFA in case authentication process goes through the Azure AD SSO.
- ▶ Information Governance Program
 - All data or information (including personal information) used, stored, collected, transmitted, processed or created by the Customer in relation to the Hosted Services ('Customer Data') will remain the property of the Customer. AECOM will be permitted to access the Customer Data only for the purposes of providing the Hosted Services and the Customer grants to AECOM, and its employees, agents, and contractors providing or supporting the Hosting Services a royalty free, non-exclusive license to access the Customer Data for this purpose.
 - If any Customer Data is the subject of a third-party license, then the use, storage, collection, transmission, and processing, must be done in accordance with any conditions or requirements imposed by that license.
 - AECOM will provide the Hosted Services in accordance with generally accepted industry

standards. This includes taking reasonable steps to ensure that all Customer Data is properly encrypted at all times whilst in transit and in storage.

▶ **Infrastructure & Virtualization Security**

- The hosting infrastructure is isolated from 3rd party networks.
- The PlanEngage application is constantly checked against the benchmarks provided by Microsoft Defender for Cloud. <https://docs.microsoft.com/en-us/azure/defender-for-cloud/defender-for-cloud-introduction>
- Users of the system only interact via Azure App Service website. Data and interactions stored and retrieved from Azure SQL Database. GIS data uploaded via the site remains within the GIS environment. GIS data is stored in the project specific Azure DB.

▶ **Interoperability and Portability**

- AECOM has policy in place for communications between app services, information processing interoperability, application development portability, information data exchange, usage, portability, integrity and persistence, and are updated annually.

▶ **Logging and Monitoring**

- AECOM maintains a Security Log Management program in order to facilitate the monitoring, reporting and alerting of all security-related activities in the AECOM IT Environment.
- Security-Related logs are stored in a normalized format that does not degrade the information contained in the original logs and utilizing appropriate technical controls to prevent unauthorized access. Aggregated security-related log data are also retained for a minimum of 90 days.
- Security-Related logs, from all in-scope systems and devices, are aggregated by SIEM within a centralized Log Management system whenever feasible.
- The Security Operations Center is responsible for monitoring any alerts resulting from Security-Related log data analyzed through SIEM and responding to them in a timely manner.
- AECOM has taken proactive measures to identify attackers, likely targets and techniques used by attack groups, and has numerous sources for internal and external intelligence. The threat intelligence is correlated with data from perimeter protection devices and various other log sources and is monitored by the CSOC team to facilitate early detection of intrusion attempts.
- We have a 24x7 Globe Cyber Security Operations Center (GCSOC) that conducts monitoring.

▶ **Physical Data Location**

- Completely separated instances of the PlanEngage platform are currently hosted in Microsoft Azure data centers located in Australia, UK, and the US, with capability to deploy to further locations as needs arise. The NCPA data would be hosted in the US data center.

▶ **Security Incident Management, e-Discovery, & Cloud Forensics**

- AECOM's Cyber Security Operations Center (CSOC) has established and maintains an Incident Response Team (IRT) to respond to incidents identified by the monitoring team. Consequently, it manages and operationalizes Incident Handling and Incident Response in connection with a particular incident, including ensuring prompt investigation and containment of any malicious activity, accelerated problem remediation, damage control, and problem correction services when incidents arise. The AECOM Global CSOC team uses a combination of security tools to detect security incidents automatically. These tools are used for the detection and analysis of any incident. Also, the company has a fully documented Incident Response Plan that includes notification to the customer and

adheres to laws and contractual obligations for breach notification. AECOM works with the project/client manager to handle notifications.

- ▶ **Supply Chain Management, Transparency, and Accountability**
 - AECOM has policy in place implementing the shared security responsibility model (SSRM) and this is reviewed and updated annually.
- ▶ **Threat & Vulnerability Management**
 - AECOM has established a Vulnerability Management & Patch program for the identification, prioritization, remediation and validation of vulnerabilities.
 - AECOM has an Anti-Virus Standard that covers all forms of malware. Only approved anti-virus software must be installed and running on all AECOM computers including desktop computers, laptop computers, and servers. Real-time scans are run and full scans are scheduled on a weekly basis.
 - Malware signatures are updated on a daily basis. Each Anti-virus administrator is responsible to ensure that the latest anti-virus signature files are immediately released to all computers as soon as they are approved.
 - AECOM undergoes penetration testing performed by an independent third party on an annual basis.
 - AECOM conducts vulnerability assessments on a monthly basis as part of a scanning schedule
- ▶ **Universal Endpoint Management for any Endpoint Devices**
 - AECOM has established an IT Asset Management Program including CMDB to inventory and manage our assets. The CMDB contains key asset attributes including but not limited to: ownership, location, type, product, etc. AECOM recently launched a project to inventory all data types to ensure proper protection is in place based on the sensitivity of the data.
 - Screens are automatically locked after 15 minutes of idle period.
 - All endpoints including desktop computers and servers have antivirus software. The antivirus software detects multiple forms of malware and is centrally managed and monitored by specialist on AECOM's Cyber Security Operations Center (CSOC) team.

TECHNICAL QUESTIONS – PipeInsights

- ◆ Respondents are requested to describe the policies, procedures and standards that are established, documented, communicated and applied within the organization for the following control types.
 - ▶ Application and Interface Security
 - The traffic to the PipeInsights application is filtered by Azure Front Door WAF. All data input to the system is filtered against a set of rules including (but not limited to) OWASP TOP 10. All file uploads are additionally scanned for malicious injections using built-in MS Azure mechanisms.
 - The application is accessible from internet by encrypted connection and protected by Azure Front Door. Platform access can be restricted to specific locations if required. No data is stored for solely AECOM purposes.
 - The application security model is based on the Microsoft Identity Pattern. <https://docs.microsoft.com/en-us/aspnet/core/security/authentication/identity?view=aspnetcore-6.0&tabs=visual-studio>
 - ▶ Audit and Assurance
 - AECOM undergoes SOX audits on an annual basis. The IT Compliance Team tests various IT controls in advance of the audit which are conducted on varying cycles from monthly to quarterly.
 - ▶ Business Continuity Management and Operational Resilience
 - AECOM has deployed Endpoint Detection and Response (EDR) software. AECOM uses centrally managed firewalls at all internet-facing gateways. All servers, desktop computers, and laptops have ordinary anti-malware protection and agents for detection of advanced persistent threats. The endpoint protection suite on all desktop and laptop computers additionally includes a personal firewall and intrusion prevention capability. All internet browsing is routed through proxy gateways that block access to prohibited sites and block execution of malicious code on web sites. Netflow between WAN routers is forwarded to a central storage location where it is monitored for anomalous activity. Malware scans are run real-time and full scans are scheduled on a weekly basis.
 - AECOM has a Business Continuity and Disaster Recovery Plan, termed our 'Organizational Resilience Plan'. It provides a structured approach to the continuity of our business in the event of any disruptive events. The purpose of the Plan is to provide management teams at all levels of the organization with a response framework for disruptive events. Major data centers do have a BC/DR policy. Local offices rely on backup policy and procedure, which may include replication to a datacenter where BC/DR policy is in place.
 - AECOM has a robust Monitoring and Incident Response (IR) program in place. Logs are collected from computers and network devices and correlated using sophisticated Security Incident Event Management (SIEM) systems. We have documented IR procedures and a highly trained CSOC team. The CSOC is an internal team of seasoned security experts who monitor and respond to cybersecurity incidents within AECOM. The team is globally distributed. This team is dedicated to continuous monitoring and protecting the business from cyber-attacks and threats, as well as ensuring expedient recovery time.
 - ▶ Change Management and Risk Management
 - AECOM has a Business Continuity and Disaster Recovery Plan, termed our 'Organizational Resilience Plan'. It provides a structured approach to the continuity of our business in

the event of any disruptive events. The purpose of the Plan is to provide management teams at all levels of the organization with a response framework for disruptive events.

- ▶ **Data Security and Privacy**
 - All data or information (including personal information) used, stored, collected, transmitted, processed or created by the Customer in relation to the Hosted Services ('Customer Data') will remain the property of the Customer. AECOM will be permitted to access the Customer Data only for the purposes of providing the Hosted Services and the Customer grants to AECOM, and its employees, agents, and contractors providing or supporting the Hosting Services a royalty free, non-exclusive license to access the Customer Data for this purpose.
- ▶ If any Customer Data is the subject of a third-party license, then the use, storage, collection, transmission, and processing, must be done in accordance with any conditions or requirements imposed by that license. Datacenter Security and Off-Site Equipment Disposal
 - The solution is subject to the standards of Microsoft Azure datacenter security.
- ▶ **Encryption and Key Management**
 - AECOM is developing encryption requirements as part of an ongoing data protection project.
- ▶ **Human Resource Background Screening**
 - As part of AECOM's employment screening and vetting process, all candidates are thoroughly screened, requiring government-issued identification that validates the candidate's identity. Background checks are performed based on the job classification and role of the candidate. Candidates that are hired with the requirement of special clearances are screened per the levels mandated.
- ▶ **Identity and Access Management**
 - The application uses a local authentication model based on standard .NET Framework patterns. Integration with Active Directory is available as a paid enterprise option upon request.
- ▶ **Information Governance Program**
 - All data or information (including personal information) used, stored, collected, transmitted, processed or created by the Customer in relation to the Hosted Services ('Customer Data') will remain the property of the Customer. AECOM will be permitted to access the Customer Data only for the purposes of providing the Hosted Services and the Customer grants to AECOM, and its employees, agents, and contractors providing or supporting the Hosting Services a royalty free, non-exclusive license to access the Customer Data for this purpose.
 - If any Customer Data is the subject of a third-party license, then the use, storage, collection, transmission, and processing, must be done in accordance with any conditions or requirements imposed by that license.
 - AECOM will provide the Hosted Services in accordance with generally accepted industry standards. This includes taking reasonable steps to ensure that all Customer Data is properly encrypted at all times whilst in transit and in storage.
- ▶ **Infrastructure & Virtualization Security**
 - The hosting infrastructure is isolated from 3rd party networks.
 - The Pipelights application is constantly checked against the benchmarks provided by Microsoft Defender for Cloud. <https://docs.microsoft.com/en-us/azure/defender-for-cloud/defender-for-cloud-introduction>
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 - AECOM has taken proactive measures to identify attackers, likely targets and techniques used by attack groups, and has numerous sources for internal and external intelligence. The threat intelligence is correlated with data from perimeter protection devices and various other log sources and is monitored by the CSOC team to facilitate early detection of intrusion attempts.
 - We have a 24x7 Globe Cyber Security Operations Center (GCSOC) that conducts monitoring.
- ▶ **Physical Data Location**
 - The Azure data center is owned by Microsoft and is located within the United States. Geographic redundancy is available at additional cost.
- ▶ **Security Incident Management, e-Discovery, & Cloud Forensics**
 - AECOM's Cyber Security Operations Center (CSOC) has established and maintains an Incident Response Team (IRT) to respond to incidents identified by the monitoring team. Consequently, it manages and operationalizes Incident Handling and Incident Response in connection with a particular incident, including ensuring prompt investigation and containment of any malicious activity, accelerated problem remediation, damage control, and problem correction services when incidents arise. The AECOM Global CSOC team uses a combination of security tools to detect security incidents automatically. These tools are used for the detection and analysis of any incident. Also, the company has a fully documented Incident Response Plan that includes notification to the customer and adheres to laws and contractual obligations for breach notification. AECOM works with the project/client manager to handle notifications.
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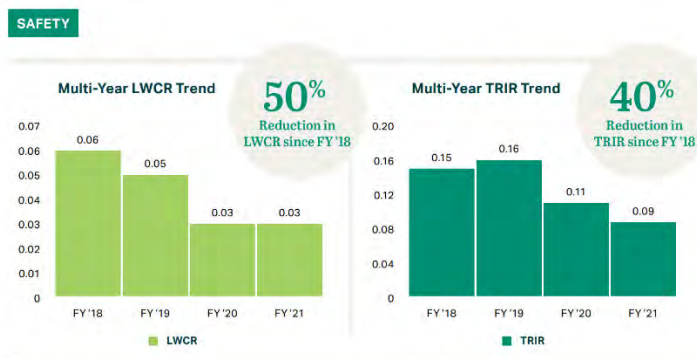
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SAFETY

◆ Describe your company’s safety program.

- ▶ "Safety for Life" defines our commitment to achieving zero work-related injuries and/or illnesses; preventing damage to property and the environment; and maintaining an environmentally friendly and sustainable workplace.
- ▶ At AECOM, we not only understand the immediate benefits of operating with safety as the cornerstone of our company culture, but we also see the positive impact it has on our business development efforts. This is why maintaining a healthy, vibrant workplace is of primary importance to us as we uphold our commitment to acting as good corporate citizens by:
 - Adopting measures that mitigate risk; preserve facilities, property, equipment and the natural environment; and protect the safety and health of our people — employees, clients and the end users of our projects.
 - Practicing active safety leadership and training our professionals to design processes and projects in a manner that reduces strategic and localized risks and impacts.
 - Continuously improving and updating systems and procedures to adhere to ever-changing occupational safety, health and environmental laws and licensing requirements across all levels of government — and, where no specific regulations exist, continuing to adhere to AECOM’s high standards, stakeholder expectations and the appropriate industry practices.
 - Tracking our safety performance metrics and maintaining a high level of transparency with our employees, stakeholders and clients during this process.
 - Striving to make AECOM the provider of choice for the safe execution of design, build, finance, and operate/maintain work globally.

◆ Indicate number of lost hours or other benchmarks to verify your company’s effectiveness of their safety record.



In recognition of the right to a safe and healthy working environment, keeping our people and stakeholders safe is our most important measure of success. Through collective commitment to our Culture of Caring and execution of AECOM’s Safety for Life program, we proactively and aggressively identify, manage and eliminate hazards and reduce risk in our workplaces. These incident prevention efforts have continued to advance our journey toward a “zero” incident culture. Within fiscal year 2021, our Total Recordable Incident Rate (TRIR) in our Professional Services businesses improved by 40% over the previous four fiscal years while our Lost Workday Case Rate (LWCR) improved by 50% over the same period.

AECOM applies the U.S. Occupational Safety and Health Administration (OSHA) recordable injury and illness definition to our global operations, allowing for a standard record-keeping approach across all regions. AECOM metrics include injury and illness incidents associated with AECOM employees and do not include contractor data.

$$TRIR = \frac{\text{total number of recordable incidents} \times 200,000 \text{ hours}}{\text{Total hours worked}}$$

$$LWCR = \frac{\text{total number of lost time incidents} \times 200,000 \text{ hours}}{\text{Total hours worked}}$$

◆ 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.

- Delivering a better world is our foundational purpose and it is the driver behind Sustainable Legacies, our strategy for reaching bold environmental, social, and governance (ESG) objectives that make a positive impact on our company, our communities and our planet.
- Sustainable Legacies is the umbrella for ensuring our ESG approach is accomplished internally and supports business offerings. Our ESG advisory team helps senior leaders assess the environmental and social risks facing their organizations and develops strategies and actions to address them. To implement these, our advisory service is complemented by a suite of technical services.
- As part of our Sustainable Legacies strategy, AECOM has made solid, actionable ESG commitments to embed sustainable development and resilience across our work; these key commitments will ladder up towards achieving our bigger ESG goals and our broader aim of delivering sustainable legacies for generations to come.
 - 1. To solve for carbon using ScopeX™, our AECOM platform for designing out at least 50% of carbon on major projects
 - 2. To align with our clients' ambitions, increasing the depth and breadth of our ESG and Sustainability services each year
 - 3. To work with clients and partners to drive innovation in climate change, sustainable design, social value and governance
 - 4. To embed net zero, resilience and social value targets into our client account management program and the work we bid for.

5. To measure key impacts such as carbon emissions, climate resilience and social value on client projects

◆ Anti-Discrimination Policy (if applicable)

▶ Describe your organizations' anti-discrimination policy.

- AECOM is committed to advancing human rights across the globe, not only through the work we deliver but also from how we deliver it. Since 2012, AECOM has been a participant in the United Nations Global Compact, an international initiative for businesses committed to aligning their operations and strategies with universal principles on human rights, labor, the environment, and anticorruption. We also adhere to the fundamental human rights set out in the International Bill of Rights and the International Labor Organization's Declaration of Fundamental Principles and Rights at Work. We view our responsibilities with respect to human rights as an extension of our purpose: Built to deliver a better world. Our approach is embedded in our policies and practices and is inspired by our employees, who make a positive and tangible impact in communities across the world every day by transforming the built environment to operate more efficiently and with greater accessibility for all who use it.
- AECOM's human rights responsibilities begin at home with how we treat our own employees and then extend across our markets to include our clients, external partners, and community stakeholders. Our emphasis on human rights starts at the top of our organization, with Board approval or senior executive sponsorship of our policies and commitments that make up AECOM's human rights program. AECOM's Code of Conduct and Sustainable Procurement Policy make clear that our commitment to human rights,

anti-discrimination, and global labor standards extends to the third parties we work with, including joint venture partners, subconsultants, vendors, suppliers and other business partners. We communicate these requirements to our third parties and require them to commit to these principles through contract terms, adoption of supplier codes of conduct, and certifications.

- AECOM’s human rights program, which is established in our Code of Conduct and reinforced in other global and regional policies and procedures, requires adherence to fundamental human rights, including but not limited to the following:
 - Non-Discrimination, Diversity and Harassment: AECOM is committed to fostering a workplace where we are all treated with dignity and respect. AECOM will not tolerate discrimination or harassment, whether based on sex or any other protected characteristic, in any form in the workplace. AECOM offers equal employment opportunities for all applicants and equal consideration for employment, regardless of background and never based on any trait protected by law. These protected traits include age, ancestry, color, sex, HIV status, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, gender identity and veteran and citizenship status. Our supplier codes of conduct require our third-party partners to afford equal opportunities to their employees and to prevent discrimination. AECOM has undertaken a number of Equity, Diversity and Inclusion efforts as part of this commitment.
 - Child Labor
 - Corruption
 - Forced and Compulsory Labor
 - Freedom of Association and Collective Bargaining
 - Health and Safety
 - Working Conditions

◆ 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.

- Currently PlanEngage vendor certifications is not applicable due to our SaaS platform technology offering.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ 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.
- ◆ The following is a list of suggested (but not limited to) Software as a Solution for Infrastructure Projects categories. List all categories along with manufacturer that you are responding with:

▶ **Products:**

- ✓ Digital Software
- ✓ Digital Strategy
- ✓ Digital Design & Operations
- ✓ Digital Solutions Delivery
- ✓ Data Analytics and AI

▶ **Industry markets served:**

- ✓ Digital hosted services supporting the below services as a SaaS product but not limited to:
- ✓ Artificial Intelligence and Machine Learning
- ✓ Asset Lifecycle Management
- ✓ Capital Planning
- ✓ Cloud Infrastructure Planning and Migration
- ✓ Condition Assessment
- ✓ Construction Management
- ✓ Data Management
- ✓ Digital Twin
- ✓ Disaster Preparedness
- ✓ Environmental Impact Analyses
- ✓ ESG (e.g. carbon management, climate impacts, biodiversity)
- ✓ Facility Condition Assessment
- ✓ Facility Maintenance
- ✓ Facility Operations
- ✓ Hydrologic Modeling
- ✓ Immersive and Augmented Reality
- ✓ IOT and Sensor Data Analytics

- ✓ IT Infrastructure Design
- ✓ IT Security and Governance
- ✓ Land Use Mapping
- ✓ Mobility Planning
- ✓ Program Management
- ✓ Site Selection and Planning
- ✓ Stakeholder Engagement
- ✓ Sustainability
- ✓ Transportation Analytics
- ✓ Transportation Electrification
- ✓ Urban Planning / Master Planning
- ✓ Water Resources & Management

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - ▶ Entity Name
 - ▶ Contact Name and Title
 - ▶ City and State
 - ▶ Phone
 - ▶ Years Serviced
 - ▶ Description of Services
 - ▶ Annual Volume

- ◆ NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent’s products and services (Tab 5) that are available and also establish pricing per item.
- ◆ Price lists must contain the following:
 - ▶ Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - ▶ Description
 - ▶ Vendor’s List Price
 - ▶ Percent Discount to NCPA participating entities
- ◆ Not To Exceed Pricing
 - ▶ NCPA requests pricing be submitted as “not to exceed pricing” for any participating entity.
 - ▶ The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - ▶ NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.
- ◆ Discount Off Pricing Schedule
 - ▶ Provide a **Discounts Off Schedule** for each product being offered.
 - ▶ Pricing Template:

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
 - AECOM provides a wide range of consulting services to the infrastructure industry that could be procured in addition to the software as a service solution. This may include services such as digital consulting, environmental science, engineering, design, community engagement and program and project management.

Tab 9 – Required Documents

- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected 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

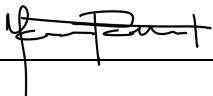
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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: AECOM Technical Services

Address: 300 South Grand Avenue, Suite 900

City, State, Zip: Los Angeles, CA 90071-3173

Authorized Signature: 

Date: July 21, 2022

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.

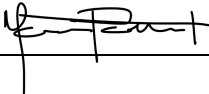
I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor AECOM Technical Services

Print Name Mauricio Palomino

Address 300 South Grand Avenue, Suite 900

City, State, Zip Los Angeles, CA 90071-3173

Authorized signature 

Date July 21, 2022

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 statues of the states it is will operate this contract in.

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

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

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

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

Fingerprint & Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Authorized signature

A handwritten signature in black ink, appearing to be "J. F. Smith", written above a horizontal line.

Date

July 21, 2022

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	<u>AECOM Technical Services</u>
Address	<u>300 South Grand Avenue, Suite 900</u>
City/State/Zip	<u>Los Angeles, CA 90071-3173</u>
Telephone No.	<u>516-455-0300</u>
Fax No.	<u></u>
Email address	<u>Mauricio.palomino@aecom.com</u>
Printed name	<u>Mauricio Palomino</u>
Position with company	<u>VP, Global Digital Leader</u>
Authorized signature	<u></u>

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29

U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

DISADVANTAGED BUSINESS PARTICIPATION

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

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

State Notice Addendum

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

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

http://www.usa.gov/Agencies/State_and_Territories.shtml

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