

# NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA)

July 21, 2022



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**TAB 1 – MASTER  
AGREEMENT / SIGNATURE  
FORM**



# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to 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.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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



the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to 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 respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.



◆ Past Performance

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

# Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

# TAB 1 – MASTER AGREEMENT / SIGNATURE FORM

## Signature Form

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

Prices are guaranteed: **120 days**

Company name	HKA Tech, LLC
Address	10801 W. Charleston Blvd, Suite 175
City/State/Zip	Las Vegas, NV 89135
Telephone No.	702-304-4704
Fax No.	
Email address	GinoWideen@hka.com
Printed name	Gino Wideen
Position with company	Partner
Authorized signature	



**TAB 2 – NCPA  
ADMINISTRATION  
AGREEMENT**



# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and HKA Tech, LLC (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 02-143, 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 (15 ) 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:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**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.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
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:**

HKA Tech, LLC  
 Name: Gino Wideen  
 Title: Partner  
 Address: 10801 W. Charleston Blvd., Suite 175  
 Las Vegas, NV 89135  
 Signature:   
 Date: September 9, 2022

# TAB 3 – VENDOR QUESTIONNAIRE



# TAB 3 – VENDOR QUESTIONNAIRE

## Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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



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

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

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

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

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Las Vegas, State of NV

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

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

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

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

- |  |  |
|--|--|
| <input type="checkbox"/> Manufacturer Direct             | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized Distributor          | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input checked="" type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other: _____                            |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Mary Mason  
Title: Business Support Administrator  
Company: HKA Tech, LLC  
Address: 10801 W. Charleston Blvd, Suite 175  
City: Las Vegas State: NV Zip: 89135  
Phone: 702-304-4710 Email: MaryMason@hka.com



- Purchase Orders

Contact Person: Rick Aldridge  
Title: Business Development Manager  
Company: HKA Tech, LLC  
Address: 5935 Granite Lake Drive, #110  
City: Granite Bay State: CA Zip: 95746  
Phone: 916-517-9096 Email: RickAldridge@hka.com

- Sales and Marketing

Contact Person: Konstantine Tonas  
Title: Principal  
Company: HKA Tech, LLC  
Address: 5935 Granite Lake Drive, #110  
City: Granite Bay State: CA Zip: 95746  
Phone: 916-266-3200 Email: KonstantineTonas@hka.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



## TAB 4 – VENDOR PROFILE

Company's official registered name.

HKA Tech LLC

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

HKA Tech LLC (**HKA Tech**) began operations in 1996 and was formally incorporated in Nevada just over 20 years ago, on July 9<sup>th</sup>, 2002 (Company Number LLC8283-2002). Its name at the time was PCI Group and this changed progressively until the current ownership structure was put in place. The original Founder, Gine Wideen, remains the CEO and a number of employees have been with the company for more than 15 years.

HKA Tech was under private ownership until 2008, at which time it was acquired by the Construction Claims Group (**CCG**) of Hill International, Inc (NYSE:HIL) (**Hill**). As a 100%-owned subsidiary of Hill, HKA Tech traded as Hill PCI until 2017 – at which time the HKA Tech name was introduced. In 2016, agreement had been reached for a management buy-out of the CCG, funded by Bridgepoint – a leading European private equity firm

The CCG was rebranded HKA and the group became ultimately owned by investment entities of Bridgepoint Capital Limited (to the extent of approximately 75%) and HKA's Executive Management (to the extent of approximately 25%). Bridgepoint's commitment was for a 5-year period and the group successfully replaced Bridgepoint, as 75% owner – under deal terms announced in April 2022 – with PAI Partners, one of the top five private equity firms in France, ranked according to total funds raised in the last 10 years. PAI Partners is one of the oldest and most experienced private equity firms, with origins dating back to 1872 and €22.4 billion (approx \$22.6 billion USD) assets under management.

Throughout this whole period, HKA and HKA Tech have maintained their business focus. HKA is one of the world's leading providers of consulting, expert and advisory services for the construction, manufacturing, process and technology industries. HKA has more than 1,000 personnel across more than 40 offices in 18 countries. In North America, we have 20 offices – 17 of which are located in the USA.

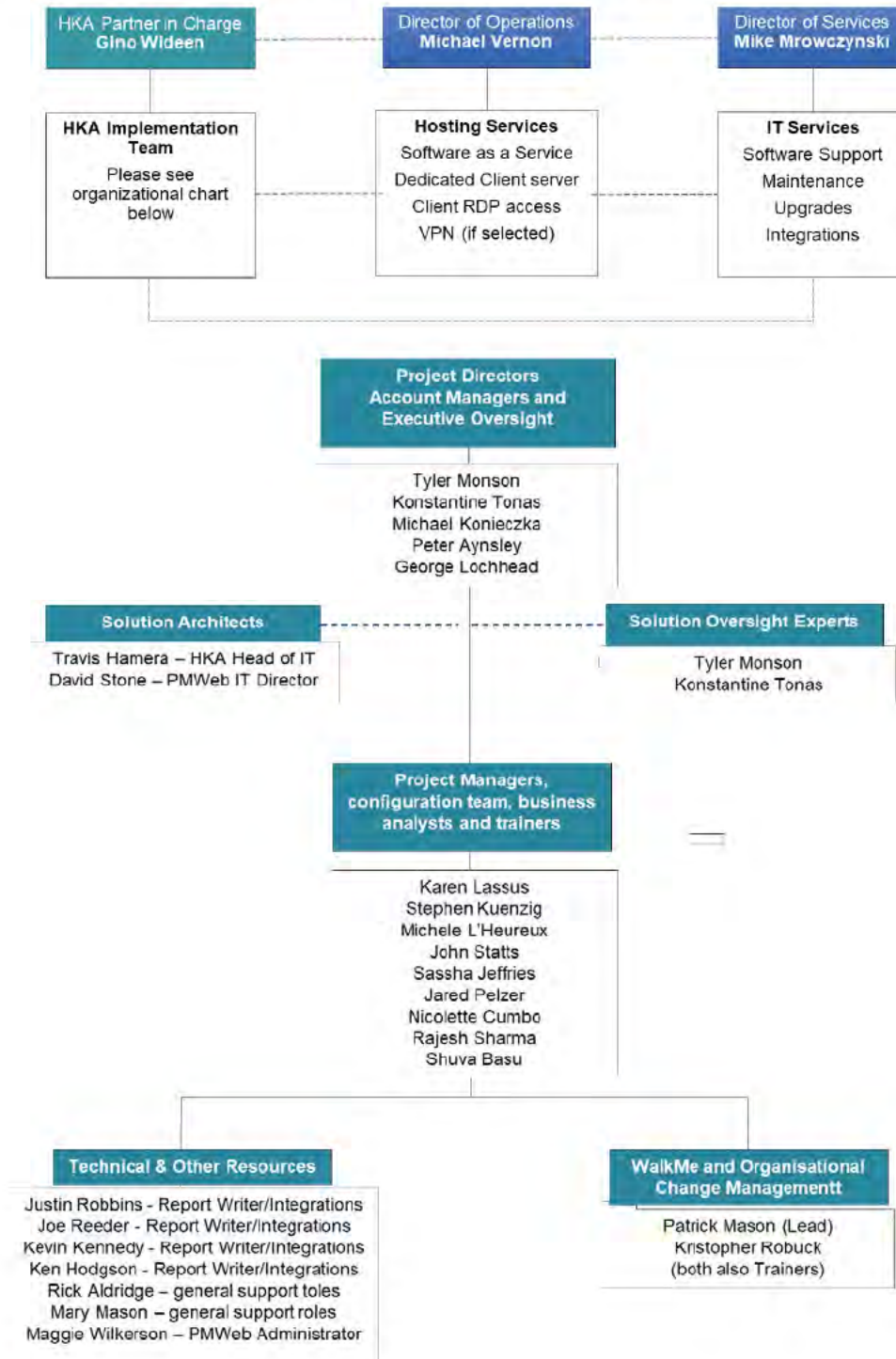
HKA Tech is the HKA business stream that delivers the PMWeb software solution. HKA Tech is headquartered in Nevada; has a branch company of the same name in California; operates globally; and has completed more than 450 software implementations – of which more than 250 have been PMWeb implementations. HKA Tech became a PMWeb reseller in 2011 and by 2013 it had become the largest implementing reseller of PMWeb globally – a position held every year since that time.

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



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

The parties shown with blue headers at the top are our counterparts at PMWeb, the SaaS provider:



Corporate office location.

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

<b>HKA Tech contacts to use for all offices:</b>		Rick Aldridge – Business Development Manager E: <a href="mailto:RickAldridge@hka.com">RickAldridge@hka.com</a> M:: 916 517 9096 Konstantine (Kon) Tonas – Principal E: <a href="mailto:KonstantineTonas@hka.com">KonstantineTonas@hka.com</a> M: 916 266 3200
<b>Los Angeles, California</b> 4605 Lankershim Blvd. Suite 840 Los Angeles, CA, 91602 +1 818 255 9940	<b>Granite Bay, California</b> 5935 Granite Lake Drive Suite 110 Granite Bay, CA 95746 +1 916 797 2120	<b>San Diego, California</b> 505 Lomas Santa Fe Dr. Suite 230 Solana Beach CA 92075 +1 858 832 8844
<b>Seattle, Washington</b> 3020 Issaquah Pine Lake Road, Suite 530 Sammamish, WA 98075 +1 425 507 4800	<b>Las Vegas, Nevada</b> 10801 W. Charleston Blvd Suite 175 Las Vegas, NV 89135 +1 702 515 7490	<b>Phoenix, Arizona</b> 3200 North Central Avenue Suite 2170 Phoenix, AZ 85012 +1 602 274 7119
<b>Austin, Texas</b> 3721 Executive Center Drive, Bldg 11, Suite 264 Austin, TX 78731 +1 512 645-3210	<b>Dallas, Texas</b> 1717 Main Street Suite 3075 Dallas, TX 75201 +1 469 893 1100	<b>Houston, Texas</b> One Riverway, Suite 440 777 S.Post Oak Lane Houston, TX 77056 +1 713 396 1531
<b>Chicago, Illinois</b> 300 South Wacker Drive Suite 2600 Chicago, Illinois 60606 +1 312 521-7435	<b>Minneapolis, Minnesota</b> 10 South 5th Street Suite 1020 Minneapolis, MN 55402 +1 612 343 0100	<b>Philadelphia, Pennsylvania</b> One Commerce Square 2005 Market Street, Suite 820 Philadelphia, PA 19103 +1 267 831 2900
<b>Miami, Florida</b> 78 SW 7th Street Suite 500 Miami, FL 33130	<b>Tampa, Florida</b> 405 N. Reo Street Suite 270 Tampa, FL 33609 +1 813 288 0531	<b>Atlanta, Georgia</b> 1100 Peachtree Street NE, Suite 200, Atlanta, GA 30309 +1 404 781 0791
<b>New York, New York</b> 60 E. 42nd Street Suite 1460 New York, NY 10165 (646) 560-5430	<b>Washington, DC</b> 1919 M St. NW Suite 620 Washington, DC 20036 +1 202 420 7680	



Define your standard terms of payment.

HKA Tech services are payable 30 days from invoice date.

PMWeb SaaS fees are payable annually in advance.

PMWeb fees for the activation of additional PMWeb Modules and Toolkit items, as well as any additional PMWeb user licences, are due and payable prior to activation.

Who is your competition in the marketplace?

We consider the firms that are regularly shortlisted in the tenders to which we respond to be our main competitors. These are Kahua, Aurigo, e-Builder, and Oracle Unifier. Other competitors that have arisen in limited instances are Procore, Bentley, Planisware and Systemates.

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

Note that HKA is a distributor/reseller. The PMWeb sales above are direct with PMWeb and the annual sales below are specific to HKA.

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

- \$200,000 in year one
- \$500,000 in year two
- \$1,000,000 in year three

## What differentiates your company from competitors?

### HKA Tech service differentiators

HKA has extensive experience in the deployment of systems for organizations ranging from a small number of users to more than 5,000 users. Each implementation has required a thorough understanding of the Client's management frameworks (e.g. Project/Program Management, Project Controls, Contracts) and the application of that framework to the opportunities available through the new system. These systems have operated throughout the whole lifecycle, from initial concept through to completion, commissioning and handover to "business as usual".

Management frameworks have ranged from those based on PMI PMBOK or Cabinet Office/OGC approaches, to bespoke frameworks. Likewise, the detail of management activities within the frameworks have been accommodated in the end-solution, whether following traditional linear/ waterfall or cyclical methodologies; or approaches such as Agile, Lean, Scrum, SAFe and Kanban.

Exposure to this broad range of clients and a corresponding broad range of approaches to portfolio/program/project/contract management systems continues to provide HKA with leading-edge insights.

Other differentiators include:

- A focus on PMWeb, the product offered to the Client. Unlike many competitors, HKA does not spread its resources across multiple products. The only other product delivered by HKA is the WalkMe digital adoption platform, which works hand-in-hand with PMWeb to provide extensive benefits for both the adoption of PMWeb and related enterprise systems. Our team meets weekly to share experiences and lessons learned, continually reinforcing knowledge of these products without the distractions of a diverse product range.
- A dedicated PMWeb Service Desk for Level 3 Support, operated exclusively by HKA personnel and focused on client satisfaction. This formal structure complements the Vendor (Level 4) technical support provided by PMWeb.
- HKA is a leading world expert in program management, project management, procurement and contract management/administration. We thoroughly understand the business requirements for which the PMWeb product is to be installed; and can therefore offer proactive suggestions on available options.
- HKA's extensive experience in providing best-practice advice in areas that include PMOs, Procurement and Contract Management. We have built and resourced PMOs; written Project Management, Procurement and Contract Administration Manuals for Government; and have delivered training in Project Management and Contract Administration. Our Procurement expertise has resulted in strategic improvement to the procurement practices of a number of large organisations.

### PMWeb product differentiators

The product owner, PMWeb, Inc, is focused on only one product: PMWeb. Product differentiators include:

- PMWeb continues to develop the product and is a "good listener", incorporating Client suggestions into new releases. The Client will have a far higher than average ability to communicate directly with a product owner both willing and able to respond with positive change to meet a Client's ongoing needs.

- PMWeb is built on industry standard technologies with a strong alignment with Microsoft products. This ensures that IT personnel already have good familiarity with the underlying technologies such as SQL Server; and Users benefit from the ease of use when working with the Microsoft Office suite of products.
- PMWeb was built from the ground up to operate on a single unified database, rather than being cobbled together from multiple legacy systems like a number of competitors.
- PMWeb was designed from first principles with the World Wide Web in mind and all the potential that entails. It was not a pre-Web product that had to adjust to the new world.
- At the Client end, PMWeb is a true “zero footprint” product – no downloads whatsoever are required (no Apps, no Java, no ActiveX, no Silverlight etc) – all you need to access PMWeb is any of the common browsers such as Google Chrome, Edge, Firefox and Apple Safari. As such, it operates easily on i-Pads, i-Phones and Android devices as well as PCs and Laptops.
- The “zero footprint” approach ensures that all transactions are conducted at the Server end – significantly improving speed of performance.
- Also at the Client end, PMWeb has a powerful responsive design that automatically responds to the form factor of the user’s device, whether a PC, laptop, tablet or phone – please see a short video of this at <https://www.hka-tech.com.au/pub/d188f6a8/customer-import/PMWeb%207%20video%20overview%20wide.mp4>
- PMWeb is designed to be highly configurable by its Users. The degree to which a User can configure PMWeb is controlled by security permissions that are decided by the Client – not by limitations in the technology. PMWeb provides the Client with a high level of capability to make its own changes as processes, systems, templates, and forms change over time – rather than having to rely on an army of consultants to deal with future change.
- PMWeb’s Custom Form Builder allows the Client’s own team to readily replicate any existing form and build new forms, with new areas of the database being automatically created.
- Reports and Dashboards are written using SQL Server Reporting Services (**SSRS**). Not only is this a familiar Microsoft technology; but it also means that Reports and Dashboards can be viewed without the need for PMWeb software. This is particularly valuable in ensuring ease of “Transition Out” at a future date.
- PMWeb is compatible with a large number of existing standard systems and continues to respond promptly to new developments by existing and new third-party Applications
- PMWeb’s industry-standard approach provides multiple options to integrate/interface with other Applications of all types. These options require no or limited programming expertise and include the use of SSIS packages, PowerShell, PMWeb’s web-services-based Integration Manager and the PMWeb API with both SOAP and REST.
- PMWeb has multiple modules combined in a single solution that address the Plan Build Operate lifecycle...compared to most competitors that only have a subset of features. This provides flexibility and additional options for the Client moving forward, building on PMWeb’s powerful core of cost/contract management and project controls.
- PMWeb comes with more than 130 out-of-the-box reports and templates that can be used immediately – then configured progressively, on the Client’s timetable, to meet the Client’s more specific requirements.

Describe how your company will market this contract if awarded.

HKA will market directly, via tradeshow, and also provide webinars. HKA has many government clients with other services that we offer besides PMWeb. We will promote PMWeb through these other client relations as well.

Describe how you intend to introduce NCPA to your company.

HKA has 40+ offices with 1000 employees worldwide. Other divisions within our organization in the United States will be marketed internally via our HKA newsletter, lunch and learn sessions, and through our corporate leadership.

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

Because PMWeb is an enterprise level solution, we do not provide an on-line catalog or ordering website. Clients requirements and unique needs are first discussed and we will work closely with the client to determine the best combination of packages, modules, licenses, and services required to meet their needs based on the price list.

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

PMWeb includes technical support throughout the use of the system. For implementation or consulting work we setup a MSA to provide services as needed. We only bill for the work provided.

- PMWeb support and maintenance provides clients with unlimited support for technical related issues for the duration of the contract and each subsequent renewed term. Client is also entitled to any software releases, patches, and new versions while under contract.
- Support personnel are available live to client via phone, email, or website submission. Product knowledge base and help files are also available via the website.
- Weekend or after-hours product support is available via website. Datacenter support is 24 hours for system crash or failure reporting (Amazon Web Services).
- The PMWeb Technical Support Page provides users with self-help access to a Knowledge Base, Forum, and Ticket Management. Each of the sections allows a user to search on key words and quickly find the information being sought after. End users are allowed to submit entries into the Knowledge Base and Forums, creating a community of knowledge that continues to grow and provide best practices for all PMWeb users. Online chat is also available for quick access to a technical support representative. The PMWeb Technical Support page is an addition to the traditional contact methods of direct email or direct phone calls.
- PMWeb Technical telephone support is available 8 am to 8 pm ET Mon-Fri (Wakefield, MA for PMWeb Support)



## GENERAL QUESTIONS

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

PMWeb has been developed to manage the entire lifecycle of capital works projects. Developed by industry experts prior to its release in 2007, it has undergone continuous improvement for the last 15 years as the result of feedback from its client base, which includes tens of thousands of users. As described in our response to Differentiators earlier in this Tab 4, PMWeb (the company) is entirely focused on the PMWeb product. It has released significant enhancements every year since its release, many of which have arisen as a result of client feedback on what system enhancements would deliver efficiencies in their use of the product.

Examples of the digital and reporting tools that minimize overall labor, costs and shorten process timeframes include:

### Fully integrated single SQL database

Unlike the majority of competitors, PMWeb was built from the start on a single database, not “cobbled together” by assembling multiple products to achieve whole-of-lifecycle functionality. This has enabled many of the features described below that collectively deliver multi-year planning and prioritisation; estimating; scheduling; procurement; contract management; funds management; stakeholder engagement and collaboration; change management; day-to-day program/project/construction management; and long-term asset management – all supported by workflow with stringent approval controls; business intelligence with automation; and powerful dashboards & reports.

### Portfolio Planning Worksheet

The Portfolio Planning Worksheet, combined with PMWeb reporting, streamlines the process of deciding which projects are to be funded from a limited amount of available funds.

The worksheet can operate for projects developed to only a certain level, using the data shown; or, for projects more developed, in conjunction with the initiative (potential project) record for those items (e.g., Lines 2, 3 and 4 to the right, which provide click-through to the initiative record).

The Portfolio Planning Worksheet also allows the direct import of data from an Excel spreadsheet. The Excel spreadsheet can be aligned with the records in PMWeb; or alternatively mapped to the import tool “on the fly”.



The base fields comprise PlanYear , PortfolioName, Program, LineNumber , Fund, Initiative, BudgetYear, FundingSource, ProjectManager, InitiativeType, Start, Finish, Priority, Score, TotalCost, Sponsor and Notes. There are 12 additional fields that the Client can use to capture additional information to that already captured by the worksheet

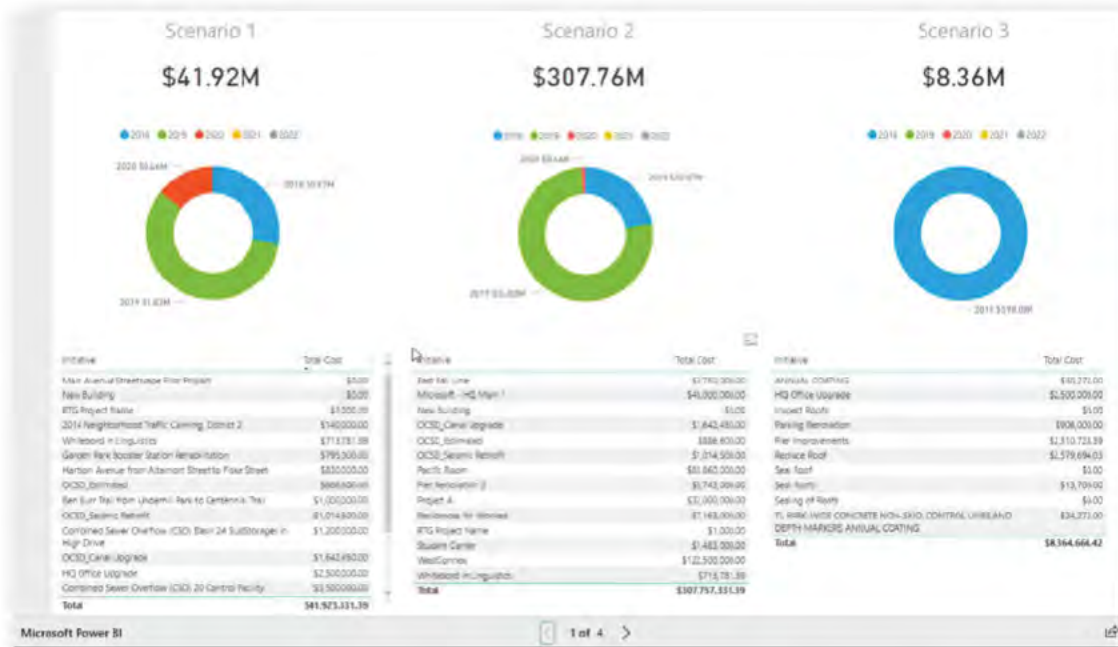
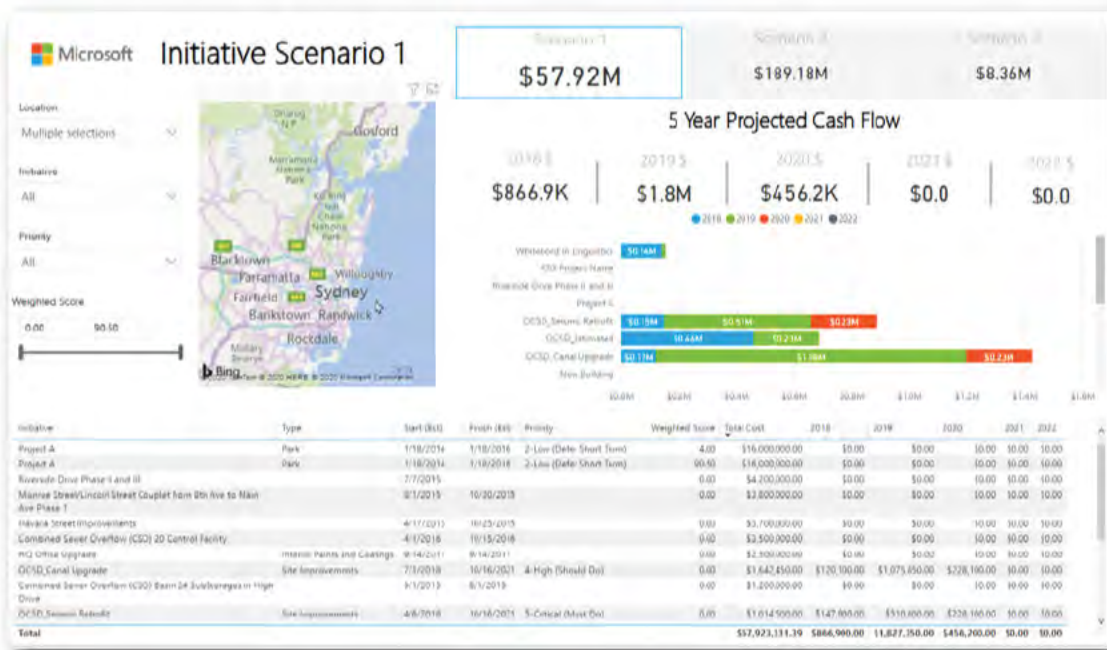
Once imported, we use PMWeb's inbuilt reporting (which uses Microsoft Business Intelligence (BI), the world's Number 1 BI platform) and/or Microsoft Power BI to produce analytics in the format required by the Client. Some examples of such reports are provided below.



This report had interactive buttons on the right that allowed start year to be changed with flow-through results:



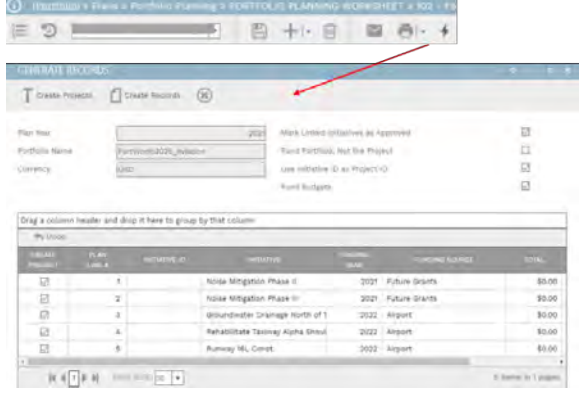
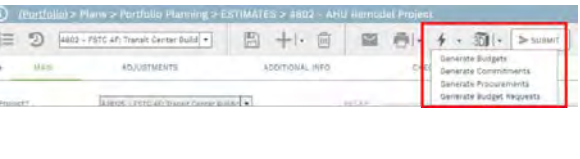

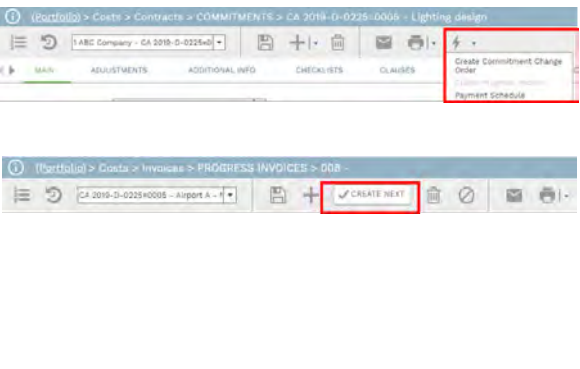
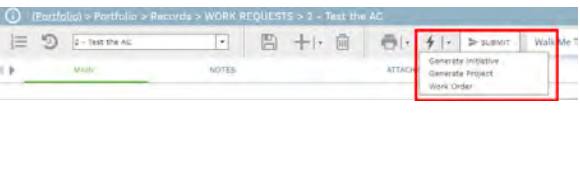




A number of other features are available in the system to streamline the evaluation process, such as inbuilt rating and scoring tools – which allow the Client to create custom sets of criteria. A central library of scoring criteria can be accessed through a simple “drag & drop” process – thereby assisting in standardized approaches across the Client’s portfolio. Once decisions are made, new project records can be auto-generated at the click of a button, eliminating duplicate data entry. This is a common feature throughout PMWeb as described below.

## Auto-generation of new records

Many records in PMWeb allow the auto-generation of new records that are pre-populated with data from the source record – eliminating duplicate data entry and the potential for error in any manual re-entry process. The following are some examples, starting with the flow-on from decisions made using the Portfolio Planning Worksheet:

<p><b>Portfolio Planning Worksheet</b></p> <p>The “lightning bolt” icon at the top of many records is used to auto-generate new records. Shown to the right is the dialogue box opened when this is clicked on the Portfolio Planning Worksheet. All potential projects appear and the user can select those to be created as project records.</p> <p>The same approach applies for each record type, with a dialogue box appearing to allow the user to make a number of sections specific to the new record(s) to be created.</p>	
<p><b>Estimate</b></p> <p>As shown to the right, Budgets, Budget Requests (a change to a budget), Commitments (Contracts) and Procurement records can all be generated.</p>	
<p><b>Initiative (Potential Project)</b></p> <p>This record can generate a Project record; and can also be used to go straight to a Commitment (Contract) record if circumstances warrant.</p>	
<p><b>Commitment (Contract)</b></p> <p>This record can generate a change order; a progress invoice; and a Payment Schedule. In the example to the top right, Progress Invoice is greyed out because the first invoice has been generated. Subsequent invoices are generated from the first invoice (see bottom right), progressively updating records of amounts previously claimed and other functions such as calculation of retention.</p>	
<p><b>Work Requests</b></p> <p>Work requests can generate an Initiative (Potential Project) record; a Project record; and a Work Order. Equipment records can also auto-generate Work Orders.</p>	

In each of the above examples, the auto-generation process minimizes overall labor, costs and shortens process timeframes – as well as minimizing any potential errors arising from manual data re-entry to create the new records.

## New record creation by Copy process

Similar to the auto-generation of new records described above, PMWeb allows existing records to be copied, significantly reducing the time and cost of creating a new record from scratch. Records with this feature include the Portfolio Planning Worksheet; Initiatives (Potential Projects); Projects, many Forms (e.g. RFIs, Daily Reports); Forecasts; Budget Requests (change to Budget); Journal entries; Funding; Funding Requests (change to Funding); Funding Authorizations; Commitments (Contracts); Receivable Contracts; Miscellaneous Invoice; Schedule; Suites; Leases; Labor Resources; Equipment Resources; and Workflows (see further detail on Workflows later in this Section)

The following is an example of the dialogue screen that opens for Copy Project. This allows the user to choose which associated records can also be copied and associated with the new project. Common records are pre-selected, such as Cost Code structure, Periods, Budget, Schedule etc as shown. Others can be selected if appropriate.

This feature is often used to create a template project – so a client can have multiple template projects for projects of varying types that need different management tools (e.g. a small uncomplicated project or a large complex one; and anything in between).

**COPY PROJECT - SCD\_2020-001 - SDC ELIZABETH STREET RETAIL PRECINCT UPGRADE**

**FROM**

Database: Demo  
Program: SDC Program 2020  
Project ID: SCD\_2020-001  
Name: SDC\_Elizabeth Street Retail Precinct Up  
Currency: New Zealand Dollar

Database: Demo  
 CREATE NEW PROJECT  
 APPEND TO EXISTING PROJECT  
ID: PM1234 - 08  
Name: SDC\_Elizabeth Street Retail Precinct Up

**PRIMARY RECORDS**

RECORD TYPE	
Project	<input type="checkbox"/>
Cost Code	<input checked="" type="checkbox"/>
Period	<input checked="" type="checkbox"/>
Budget	<input checked="" type="checkbox"/>
Schedule	<input checked="" type="checkbox"/>
Project Codes	<input checked="" type="checkbox"/>
Document Manager Folders	<input checked="" type="checkbox"/>

Copy Schedule Dates to Budget   
Copy Schedule Tasks to Budget

**SECONDARY RECORDS**

RECORD TYPE	
RFIs	<input type="checkbox"/>
Online Submittals	<input type="checkbox"/>
Submittal Items	<input type="checkbox"/>
Submittal Sets	<input type="checkbox"/>
Meeting Minutes	<input type="checkbox"/>
Drawing Lists	<input type="checkbox"/>
Drawing Sets	<input type="checkbox"/>
Daily Reports	<input type="checkbox"/>
Punch Lists	<input type="checkbox"/>
Transmittals	<input type="checkbox"/>
Action Items	<input type="checkbox"/>
Correspondence	<input type="checkbox"/>
Budget Requests	<input type="checkbox"/>
Journal Entries	<input type="checkbox"/>
Contracts	<input type="checkbox"/>
Commitments	<input type="checkbox"/>
Change Events	<input type="checkbox"/>
Miscellaneous Invoices	<input type="checkbox"/>
Funding Records	<input type="checkbox"/>
Funding Requests	<input type="checkbox"/>

PMWeb also has a Templating feature for some records, that operates like Copy; and some records allow the creation of next versions, copying across existing data – such as creating a revision to an Estimate record; to a Procurement record (Bid Package); to a Budget; to an Online Change Request; to a Change Event; to a Commitment Change order; and to a Receivables Contract Change Order.

## Single point data entry

PMWeb allows record creation as a single point in the system, which is then accessed via dropdown lists throughout the system. An example is the Companies record, used for vendors/suppliers (consultants, contractors etc) as well as any stakeholder. It is also common for this record to be automatically updated from an Enterprise system (such as Financial) that may be the “source of truth” for certain information. Shown below is a Company record and, to the right, an example of dropdown lists that appears in many locations across existing and new records (e.g. new Forms created using PMWeb Form Builder).

The screenshot displays the PMWeb interface for a Company record. The main form includes fields for Company ID, Name, Type, Abbreviation, Reference, PMWeb Account ID, Account #, Federal Tax ID, State Tax ID, Country, Payment Terms, Occupant, and Approved Bidder. The Primary Address section includes Address, Phone, Email, and Website. The User Defined Fields section includes SAP ID, Performance rating, Insurance Current, Early Warning raised, Prevent from Bidding, and Start Approval. To the right, two dropdown lists are shown: one for Companies (734 total) and one for Contacts (1,077 total).

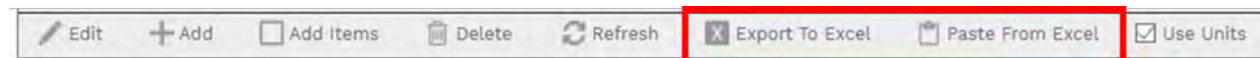
As can be seen from the dropdown list examples above, there can be many Companies and Contacts – in this case, 734 Companies and 1,077 Contacts at those Companies. A further time-saving feature of PMWeb is that all fields in PMWeb allow the user to type in just a few letters and the field will automatically sort to a short list of available options, from which the user’s selection can then be made.

In some records, such as the Project Record, there are Tabs to associate Companies and Contacts with the record. In these instances, the Tab opens a more comprehensive screen that accesses additional information from the Companies record that the user can view, rather than selection of simply Company name or Contact name as per the dropdown list to the right above.

This single-point data entry approach minimizes overall labor, costs and shortens process timeframes – as well as minimizing any potential errors arising from manual data re-entry.

## Working with Microsoft Office 365 and other common tools

PMWeb is optimized to work efficiently with M365 and other common tools. Microsoft Excel, for example, is still the most widely used tool in project management; and PMWeb has features on many records that allow the easy import and export of information with Excel as shown below. Some records also allow field mapping between Excel and PMWeb “on the fly”.

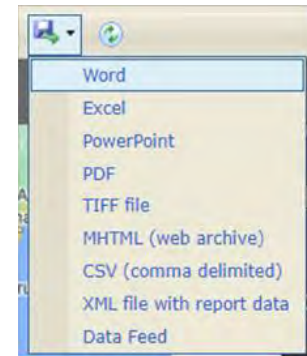


Other example of PMWeb tools that streamline user interactions, thereby reducing labor costs and process timeframes, include:



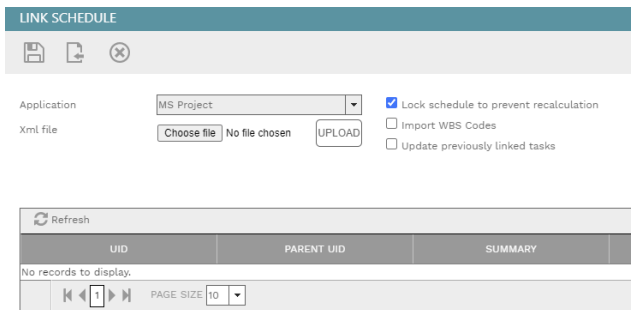
## Report output formats

PMWeb reports allow the immediate export of data in a range of common formats as shown to the right, including Microsoft Word, Excel and PowerPoint, as well as .pdf format.



## Schedule imports

PMWeb's Schedule Module allows the user to import existing schedules that have been created in either Microsoft Project or Oracle Primavera P6. Below is the dialogue box for import; and under that are the standard data fields imported to PMWeb using the out-of-the-box adapters – all creating significant efficiencies compared to re-building the schedules within PMWeb.



LINK SCHEDULE

Application: MS Project  Lock schedule to prevent recalculation

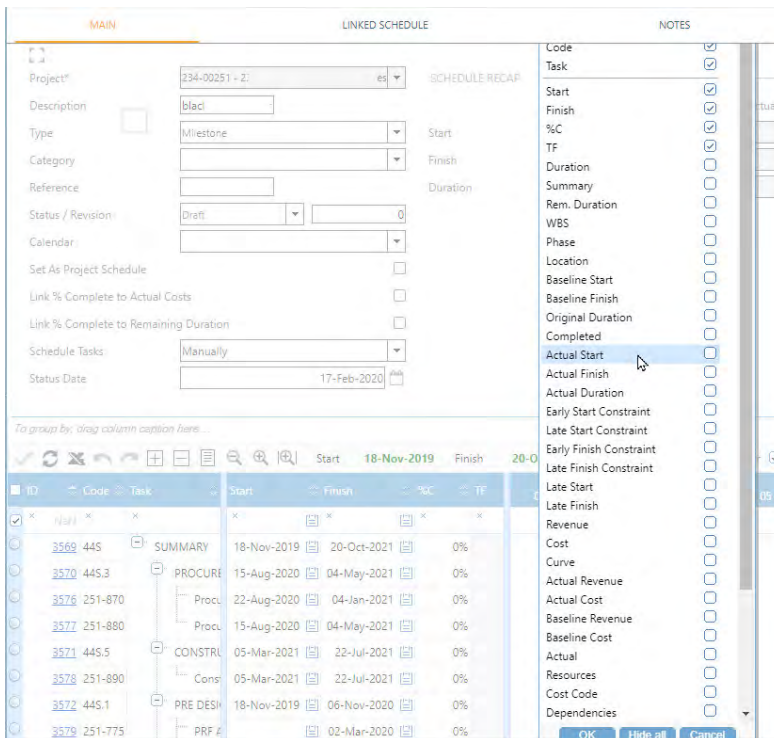
Xml file: Choose file No file chosen UPGRADE  Import WBS Codes

Update previously linked tasks

Refresh

UID	PARENT UID	SUMMARY
No records to display.		

PAGE SIZE: 10



LINKED SCHEDULE

Project: 234-00251 - 2: es

Description: blacl

Type: Milestone

Category:

Reference:

Status / Revision: Draft 0

Calendar:

Set As Project Schedule:

Link % Complete to Actual Costs:

Link % Complete to Remaining Duration:

Schedule Tasks: Manually

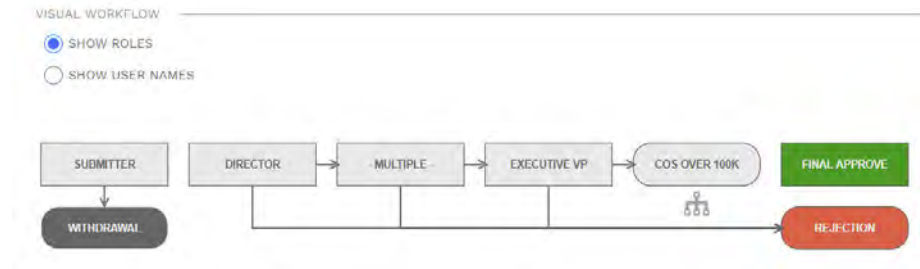
Status Date: 17-Feb-2020

ID	Code	Task	Start	Finish	%C	TF
3569	445	SUMMARY	18-Nov-2019	20-Oct-2021	0%	
3570	445.3	PROCURE	15-Aug-2020	04-May-2021	0%	
3576	251-870	Proc.	22-Aug-2020	04-Jan-2021	0%	
3572	251-880	Proc.	15-Aug-2020	04-May-2021	0%	
3571	445.5	CONSTR	05-Mar-2021	22-Jul-2021	0%	
3578	251-890	Cons	05-Mar-2021	22-Jul-2021	0%	
3572	445.1	PRE DESI	18-Nov-2019	06-Nov-2020	0%	
3579	251-775	PRF	02-Mar-2020		0%	

Should the Client require additional data to be imported, we can also do this via integration. We have one client, for example, who has many hundreds of integration points that we created for them between their Primavera P6 system and PMWeb.

## Workflow

PMWeb has a powerful workflow engine that is designed for use without programming or code changes. It provides an easy-to-use interface that establishes workflows with straightforward point & click and drag & drop tools, combined with visual planning.



Workflow provides extensive efficiencies in the review and approval of documents, records etc, reducing labor costs and process timelines. Whether moving an individual component or a consolidated set of items, the required actions at each step of the Workflow can be set using the control interface shown in the screenshot below. The features in that screenshot include:

- The number of days in which the action must be undertaken can be set. This is important, for example, in processing Payment Claims under construction contracts that have legislative requirements..
- Notifications can be scheduled if the due date is not met.
- Notifications can also be set to occur a number of days in advance of the late-date for an action
- Specific actions can be set at each step along the way, such as generating PMWeb records to notify, to create a new report, create a new project etc.

The screenshot shows the 'DEFINE ROLE STEP' configuration window. It includes several configuration areas:

- Step\*:** A dropdown menu set to '2'.
- Approver(s)\*:** A dropdown menu set to 'Project Manager (System)'.
- Review Days\*:** A dropdown menu set to '5'.
- CC:** A text area for additional approvers.
- Manual CC:** A text area for manual copy recipients.
- Event Type(s):** A dropdown menu with 'Email' selected and 'Onscreen Message' unselected.
- Return To:** A dropdown menu set to '-- Prompt --'.
- Resubmit To:** A dropdown menu set to '-- Returner --'.
- RAM:** A dropdown menu.
- Instructions:** A text area for step-specific instructions.
- OPTIONS:** A list of checkboxes including 'All Must Approve', 'Can Edit Record', 'Can Edit Notes', 'Can Edit Attachments', 'Require Comments', and 'Display Email Buttons'.
- NOTIFY ON ALL:** A list of checkboxes for 'Submissions', 'Approvals', 'Branches', 'Returns', 'Rejects', 'Withdrawals', 'Final Approval', and 'Delegates'.
- ACTIONS:** A table with columns 'ALLOW', 'ACTION TYPE', and 'DISPLAY AS'. It lists various actions like 'Approve', 'Return', 'Reject', 'Withdraw', 'Final Approve', 'User Delegate', 'Team Input', and 'Comment'.

Two dropdown menus at the bottom are highlighted with red boxes and arrows. The left one is set to '-- Returner --' and the right one is set to '-- Prompt --'. Both dropdowns show a list of options including 'Returner', 'Farthest Approver', 'Resume Workflow', and 'Step 1'.

Further efficiencies are available for obtaining encrypted signatures as part of the workflow process, such as use of PMWeb's [DocuSign integration](#).



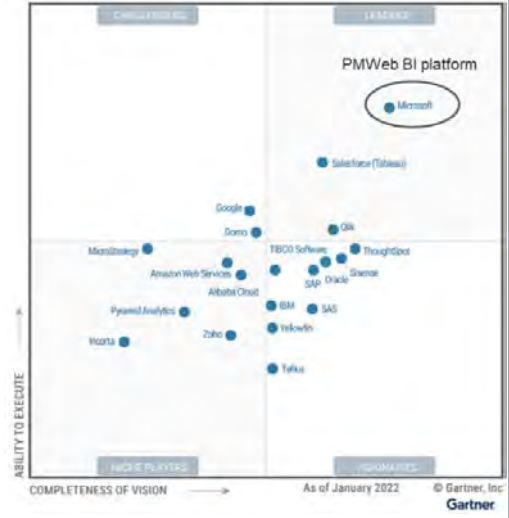
## Reporting

PMWeb has extensive reporting capabilities, using both its native report engine – Microsoft SQL Server Reporting Services (**SSRS**) and Microsoft PowerBI. Example of both types of reporting are provided earlier in this Tab 4, in our first response under the General Questions heading, when describing the Portfolio Planning Worksheet. The first two report examples are in SSRS and the second two are in PowerBI.

The PMWeb Business Intelligence platform is included across all Modules - built on Microsoft SQL Server with Microsoft SQL Server Reporting Services (**SSRS**), the world's leading Business Intelligence and Analytics Platforms (See Figure at right).

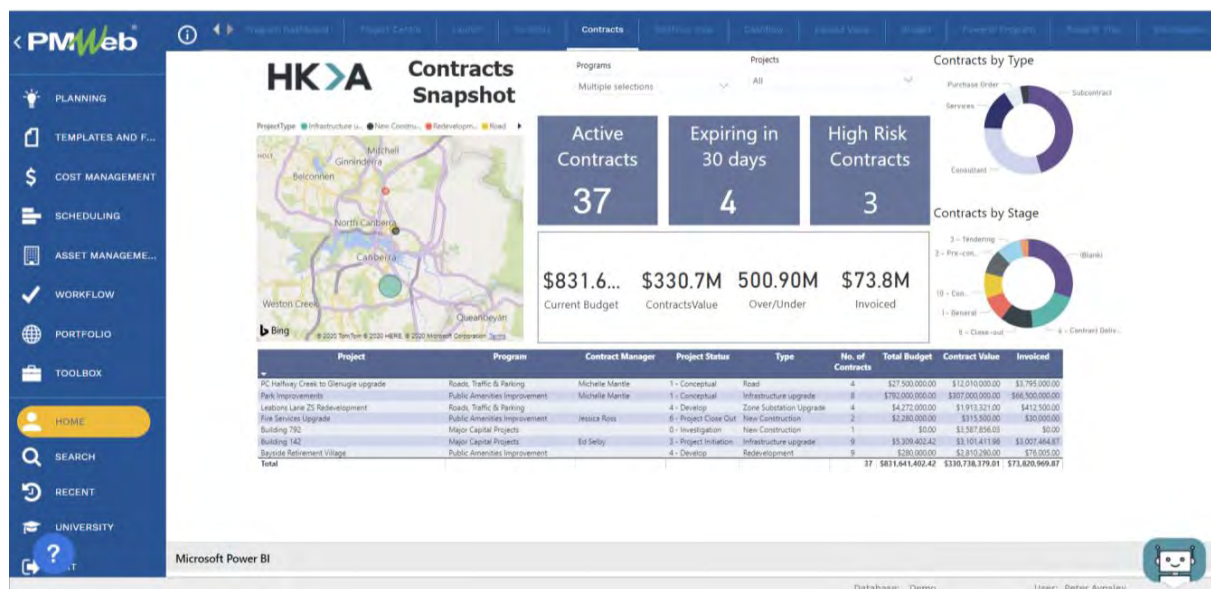
The 2022 Gartner Magic Quadrant for Business Intelligence and Analytics Platforms has a limited number of global leaders – of these, Microsoft BI is #1 for both completeness of vision and ability to execute.

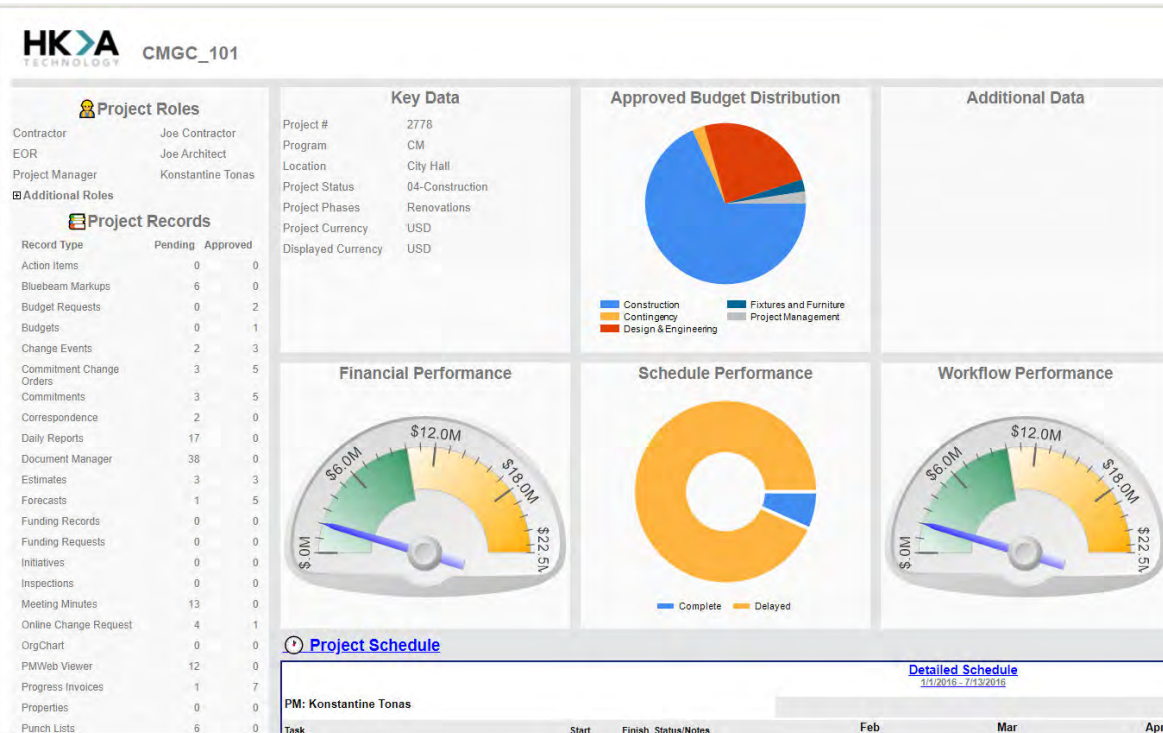
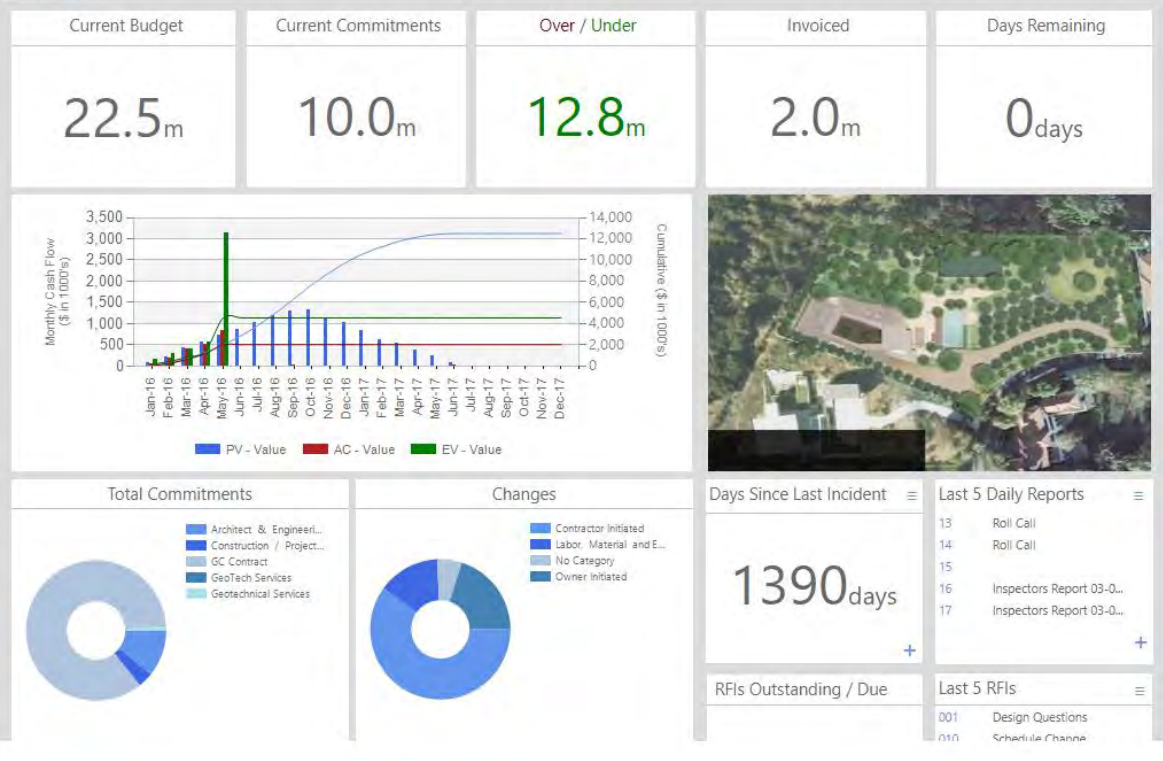
PMWeb's use of SSRS also facilitates ready connection with Microsoft PowerBI, making the power of PMWeb's reports and dashboards available to key stakeholders without the need to hold a PMWeb licence. Having accurate information at the user's fingertips results in many efficiencies, including in work effort (labor costs) and timelines.



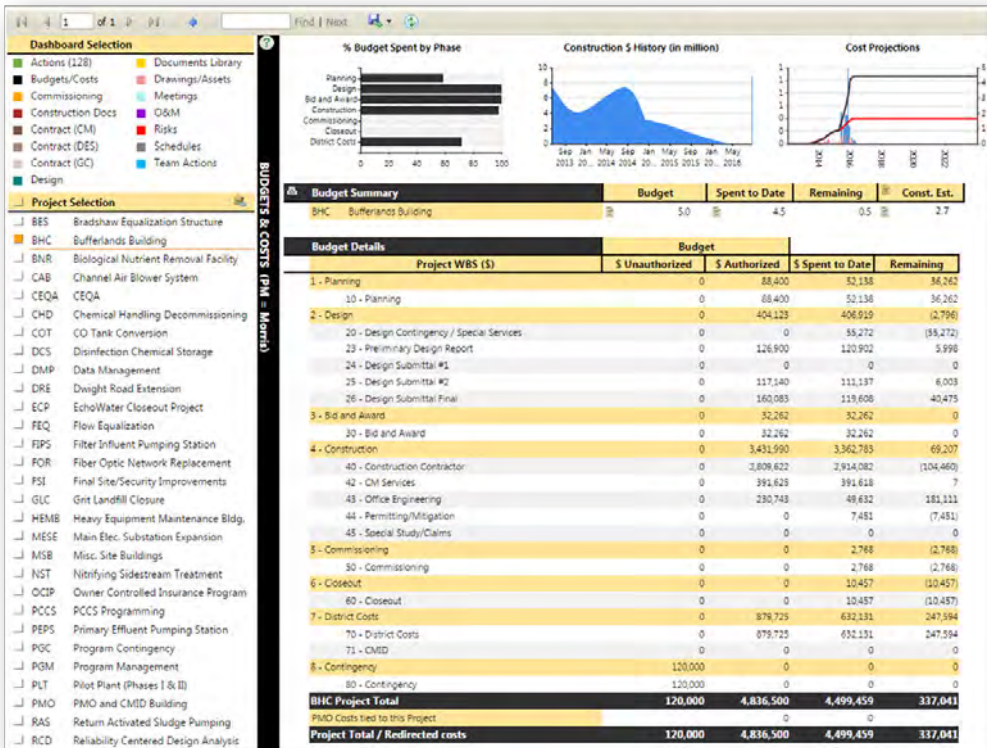
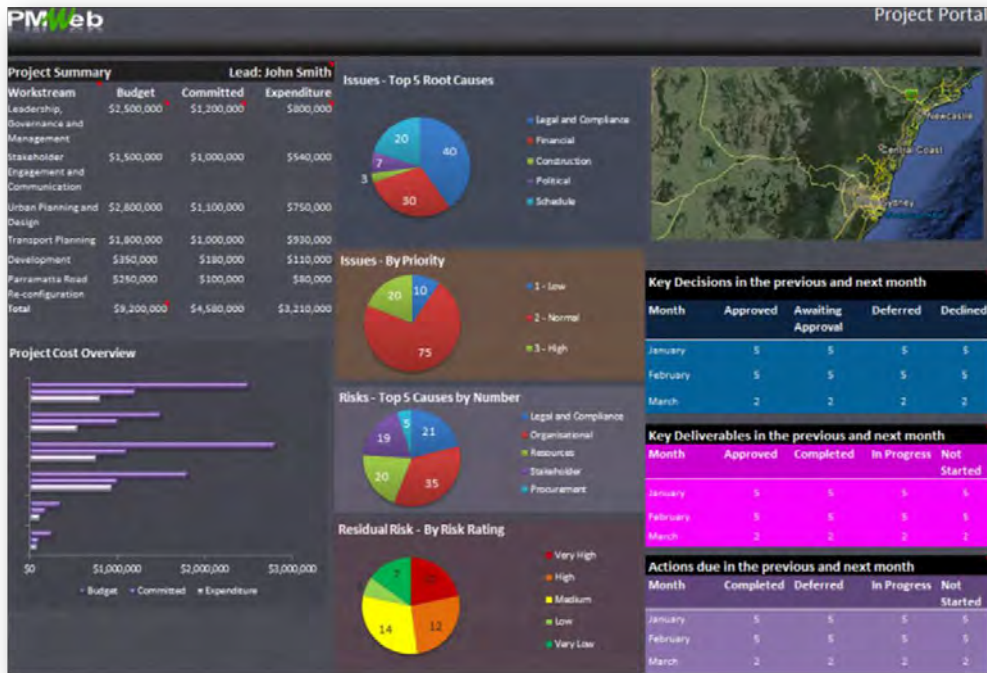
Use of these powerful Microsoft tools for Business Intelligence allows Clients to tailor Dashboards and Reports to exactly what they require - accessing any data in PMWeb's unified database to create the most meaningful graphic representation of the available information - and with the ability to immediately drill down to the underlying data in real time. Please also see our comments on interactive reporting below.

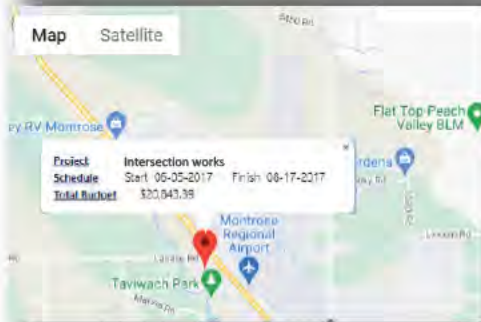
Some further report examples, indicating how information can be aggregated and presented to create efficiencies for users are below and on the following pages:







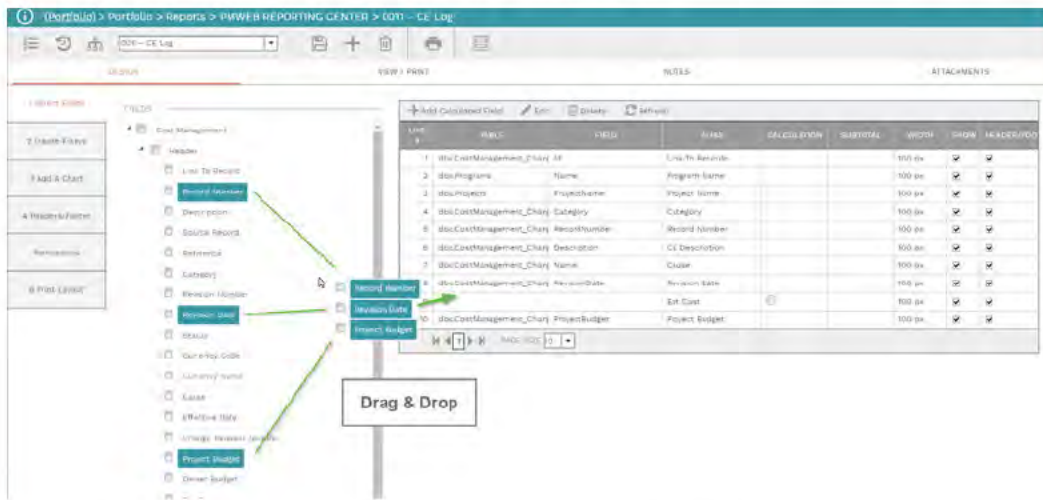




### PMWeb Word

For users that need to create a quick export log or a quick ad hoc report, either PMWeb Reporting, with appropriate filter selection, or PMWeb Word can be used. Users can create their own custom reports in a few minutes.

The screenshot below shows how a user can simply drag and drop fields from the left, to the grid on the right; and this step automatically organizes the fields you want in the report. You can also add “grouping” using drag and drop as well as add custom headers and footers.



## Integration

Integrations between PMWeb and other Client systems are designed to achieve significant savings in labor costs and process timelines. PMWeb has extensive integration capabilities that allow it to exchange information with external systems efficiently – with flexible options for each integration. The method used is typically determined by factors such as the type of data being integrated; the frequency of data exchange; the direction of the data exchange; and the flexibility of the systems integrating with PMWeb. These aspects apply to both any up-front migration and subsequent data exchanges. Examples include:

### PMWeb API (Application Programming Interface)

- Standard REST/SOAP interfaces available for most PMWeb modules.
- Requires some form of "middleware" to communicate with the API (e.g., Microsoft Flow).

### PMWeb Integration Manager

- "Out of the box" integration with Excel including field mapping for data exchanges.
- Limited by scope of modules implemented by PMWeb within the tool and requires specific formatting for excel data.

### Microsoft Excel

- One-way exports out of PMWeb can be accomplished using Microsoft SQL Reporting Services. "Back-end" data imports can also be handled from Excel files and there are a number of tools within the application that allow the user to import (and export) Excel files themselves via the user interface on individual record types. A number of records also include a user tool to allow field mapping "on the fly" between the originating Excel file and PMWeb.

### Integrations via Microsoft PowerShell

- Allows for more complex integrations built directly on the PMWeb server with data transformations and direct table manipulation capabilities. We address most complex integration needs through the PowerShell methodology.
- Greatest flexibility in processing many data formats and interacting with external/third-party APIs.

### SFTP

PMWeb allows the set-up of a SFTP site. FTP is theoretically available but not recommended for security reasons.

We always recommend that a Client look closely at the options for integrations. All options have an inherent cost that may or may not be warranted according to the functionality to be used in the Client's business. Just because an integration can be done does not mean that it should be done. Business needs should drive the integration approach.

The majority of integrations performed by the HKA team are achieved using PowerShell to exchange information with other Enterprise systems – either directly or using client middleware. This is due to most client requirements needing PMWeb integrations to meet their unique and specific solution requirements, necessitating a more "tailored" solution.

Each alternative should be explored on a cost/benefit basis.

### Financial systems

Financial systems integrations are common, with potential integrations including:

- Financial management
- Purchase Orders



- Contract Management
  - Payment instructions from PMWeb
  - Payment confirmations back to PMWeb
- Vendor/Supplier synchronization
- Procurement Management

In the vast majority of our previous integrations, the PMWeb API has not been required – but rather we have integrated by automated flat-file transfer using either SSIS or PowerShell. The Client’s detailed IT requirements will impact any need for the API.

#### GIS integrations

We have integrated with GIS systems such as ESRI ArcGIS and have not required the PMWeb API to do so. For the City of San Diego, for example, we used Microsoft PowerShell to connect with the ESRI API.

GIS integrations with PMWeb are also sometimes married with client requirements for a public-facing website to provide up-to-date information on projects to, for example, ratepayers. We have also integrated PMWeb for this purpose. Typically, we integrate PMWeb with a GIS system so that information captured in PMWeb can be displayed in existing or new “layers” in the GIS system. We recommend that the Client leverage its GIS system to build polygons of the assets and/or projects. The geocoordinates and related project information that all originate in PMWeb can come over to a layer in GIS system.

#### Asset Management system integration

PMWeb has two out-of-the-box tools for Asset Management, both of which facilitate integration with an external Asset Management system:

- Asset Explorer – this comes as part of the Core SaaS functionality and allows projects to be tied to locations under a configurable multi-tier geographical breakdown structure (**GBS**) - e.g., location, building, floor, space, equipment.
- Asset Management Module – an optional Module with GBS, Work Orders, Preventive and Predictive Maintenance, Dispatch Board, Equipment Management, Inventory Tracking and Lease Management

#### Document / Records Management integration

PMWeb allows documents to be loaded to and stored in PMWeb. Links to any URL either internally or externally can be included in the Attachments Tab on all PMWeb records.

Decisions on document location will also be impacted by decisions the Client makes around compliance with the Public Records Act (according to jurisdiction) and other legislation. We have found there to be a broad range of interpretations of records management requirements across our clients.

#### BIM

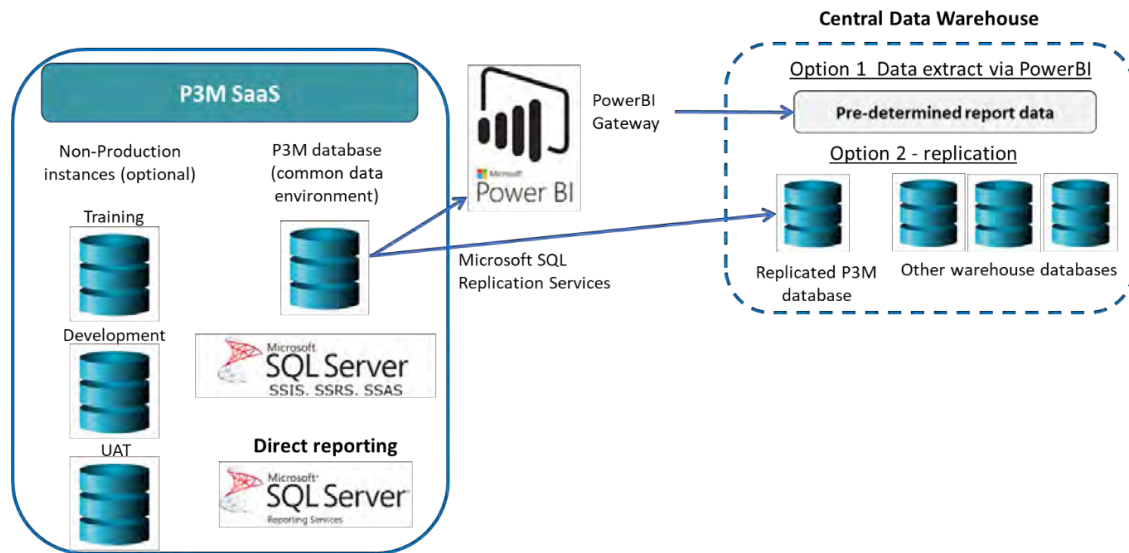
BIM (Model Manager with PMWeb 3D Viewer, Cobie Manager): This toolkit item integrates PMWeb with AutoDesk Forge and Revit. BIM data can be presented as three-dimensional models; spreadsheets; relational databases and more. PMWeb offers a wide variety of tools that let you view, interact with and create BIM data.

#### Bluebeam

The objective of the PMWeb Bluebeam integration is to allow users to select one or more .pdf files in Document Manager or an Attachments tab and launch a Bluebeam Studio review session. Markups and comments from the Bluebeam Studio Session are sent to PMWeb. Marked-up .pdfs are saved back to PMWeb when the Bluebeam Studio Session is closed.

## Data Warehouse integration

The two methods we typically use for data warehouse integration are shown in the following diagram:



## **Other features**

PMWeb has many other features that result in a reduction of labor costs and process timelines. These include:

- Settings that the Client's PMWeb Administrator can make, such as preventing over-committing or allowing commitments to exceed either a budget limit or level of funds authorization by a pre-determined percentage of total budget/funding or alternatively on a line item basis.
- Checklists that can be maintained in a central library and applied to any record by straightforward drag&drop.
- A central clause library that can maintain standard contract clauses or standard specification text, readily assembled into reports and documents.
- Email distribution lists, to simplify communications.
- Other communication and management tools, such as Search capabilities; Notifications, Alerts and Reminders; a Collaboration feature; and Kanban-style Activity Boards.
- Optional functionality for purposes such as advanced resource management; timesheets; stage gates; a governance toolkit (to manage risks, issues, actions, decisions, benefits and lessons learned); and other tools to streamline the management process.
- Extensive extensibility features that allow authorized Client users to create new forms; modify existing forms; add new Tabs and fields to records; modify existing and create new dropdown lists in any record; and change the names of fields throughout the system.
- A Profile tool that allows users to configure their own user experience, placing the information they need at their fingertips.
- Dedicated Landing Pages for one or more user groups – further tailoring user access to the records and tools they need.

## Is your digital platform and reporting tool interactive?

Yes. Interactivity includes the ability for users to provide subjective input to reports, extending the reporting beyond a display of system data; reports in which users can interact to display data and report results in a range of formats (slice and dice); and reports that allow users to interact for the purpose of generating various actions within the system.

### User interaction in report production

Reports and Dashboards contain information from two basic sources:

- Automated data populated to the required areas of the report from data sources within PMWeb, such as latest budget and schedule information
- Data entered by the Project Manager (or other person relevant to the particular report), comprising his/her comments and assessments of status.

The report/dashboard can be of any design, as indicated by the examples on previous pages.

The input form for the Project Manager is designed using a PMWeb custom form to capture the progress details that matter to the Client. The form will have the fields and pre-defined list of values that all project managers must use, regardless which project is being reported. This will not only ensure transparency but enforce standardization in performance reporting. The data captured in the on-line custom form will become the basis for producing the progress report. An example of a custom form used by a project manager to provide comments and rate performance is shown below.

**Monthly Project Status Update**

1. Provide all required fields below.  
2. Status updates are to be submitted no later than the first working day of each month.  
3. When the form is complete, hit 'All' and/or significant links to this form using the 'Documents' tab.

Record #:  Workflow Status:  Status Date\*:

Project\*:

Title\*:

**▼ Status Metrics**

Budget Status*: <input type="text" value="A-Healthy"/>	Schedule Status*: <input type="text" value="On Track"/>
Scope Status*: <input type="text" value="A-Healthy"/>	Quality Status*: <input type="text" value="A-Healthy"/>
Risk Status*: <input type="text" value="No/Minor Issues"/>	

**▼ PM's Narratives**

Overall Narrative:

Significant Completion:

Next 30 Days:

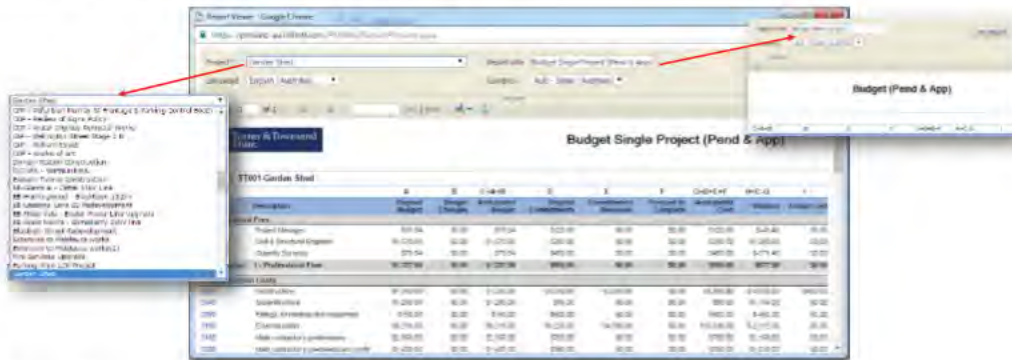


## Interacting with a Report or Dashboard using Filters

A key element in reporting is the use of selectable filters at the top of each report/dashboard to enable the user to “slice and dice” information to produce the exact report content they are seeking. This allows the Client to have an element of standardization across its portfolio of works, while giving each user the ability to configure views to their own requirements. The user can use the output control to export the view in a range of formats, including Word, Excel, PowerPoint and .pdf. The following examples show how various approaches to filtering can allow a great deal of information in multiple outputs to be available from a single dashboard/report. The same filter approach applies to both dashboards and reports.

### Simple Dropdown Project Selection

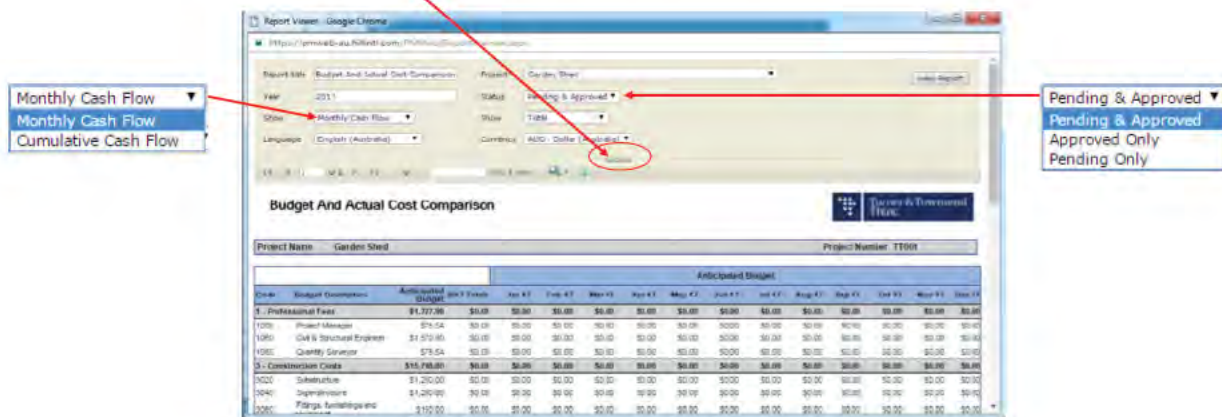
This out-of-the-box report allows selection of project and re-naming of the title in the finished report. Selection of language and currency are also in this out-of-the-box report. Any filter that is not required can be removed as part of implementation fine-tuning:



### Additional Filters

This report has some filters as per the report above, plus additional variables:

Every report has this button, allowing the top filter section to be hidden, thereby increasing the report's on-screen viewable area





## Program reporting

Program reporting allows the selection of multiple programs and multiple projects – again, this is an out-of-the-box report that can be fine-tuned to Client requirements:

## Extensive Filter Options

Below are some examples many filters to allow a large range of report outputs from the same base report:

## Interactive reports for specific purposes

Reports can be used to allow user interaction with the body of the report for a range of purposes. Typically, the interactions are used in combination with one or more filter selections (e.g., selecting the project or projects to which the changes relate; or selecting the record type that may apply to all or a limited number of projects). Examples of such reports include the following – which typically can only be run by the Client's PMWeb Administrator or other approved person:

- A report to add new cost codes to an existing approved cost code structure.
- A report to unlock and adjust an already-approved record and then lock it again.
- Reports around various Document Manager actions, such as copy of a folder structure, modifying folder permissions and copying security/attributes
- Copying various items such as configured security groups.

Is your digital and reporting platform cloud based?

Yes. PMWeb SaaS is delivered using Amazon Web Services (**AWS**). AWS provides the Infrastructure as a Service (**IaaS**) from which PMWeb is supplied and managed.

- AWS is the Number One Infrastructure as a Service (IaaS) globally for the tenth year in a row (*Gartner's Infrastructure & Platform Services Magic Quadrant 2021*)
- The Amazon Elastic Compute Cloud (Amazon EC2) is used – see <https://aws.amazon.com/ec2>
- This Amazon Private Cloud restricts all data to the USA, meeting government IP and Privacy standards
- The Client can nominate specific AWS US Regions and Availability Zones for Production, backups and disaster recovery – see [https://aws.amazon.com/about-aws/global-infrastructure/regions\\_az/](https://aws.amazon.com/about-aws/global-infrastructure/regions_az/)
- Rapid set-up and deployment – PMWeb SaaS via AWS can be operational from existing AWS locations such as the USA in less than a week.



Although PMWeb standard SaaS is delivered via AWS as described above, PMWeb also offers two other alternatives for cloud delivery:

- For some larger clients, PMWeb has been willing to deliver SaaS from the Microsoft Azure Cloud or another cloud nominated by the Client. This requires pricing review and quotation based on the charges made for the IaaS by the Client's nominated cloud provider.
- PMWeb offers a self hosted "on-premise" option. This is a perpetual license. The PMWeb instance can be installed to any compliant cloud nominated by the Client. In this case, the Client takes the usual responsibilities for infrastructure provision and management.

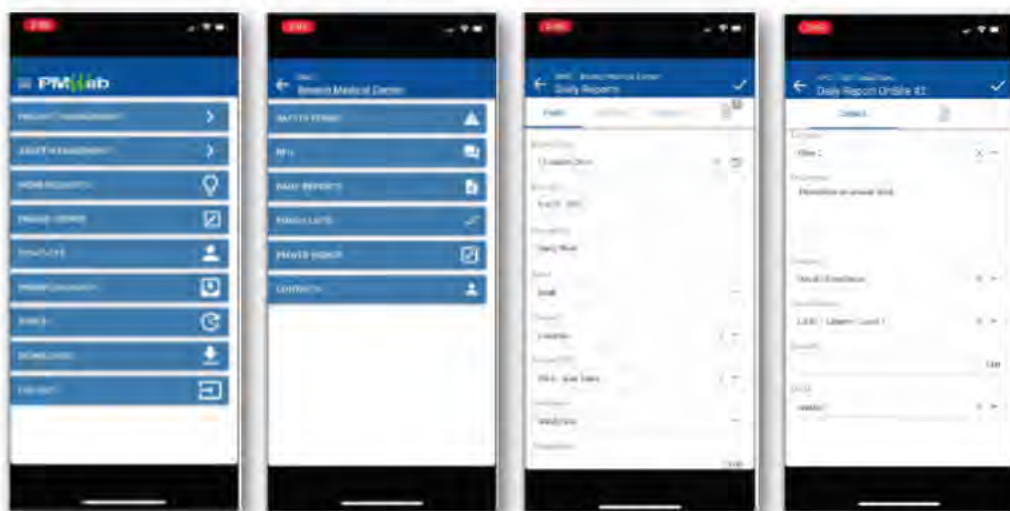


Describe your mobile reporting capabilities and can it be read interactively on a smart phone?

PMWeb automatically detects the device you are using and the orientation of the screen and adapts itself to make best use of the available space. This responsive design engine allows report review and the recording of information such as inspection and other field operations by direct entry to the system using standard browsers in a mobile phone/ mobile field device. The interface is therefore the same as for the desktop/laptop version (resized according to device form factor) with the same data entry features. [See a brief video on this responsive design.](#)



Some clients have operations outside Internet availability and therefore require a system that will operate offline. This can include remote areas, but can also include urban areas when working in tunnels etc. PMWeb has an optional Mobile App for these situations. PMWeb Mobile allows the operation of specific PMWeb out-of-the-box features – in offline mode. PMWeb Mobile will also automatically re-synch data from the field with data in the main system when the device is back in Internet range. Example screenshots from PMWeb Mobile are below, showing Daily Report/Diary Entry/Inspection screens. These screens include Tabs for Personnel On Site, Incidents and Attachments in the same manner as the main record



Describe if the reporting tool is translatable to other languages?

PMWeb's Language Manager feature allows labels throughout the system to be changed to either a more familiar Client terminology or to another language completely.

The configured languages can be selected by the user in the user Profile area, accessed by a button on their Home Page. The Language selection feature is shown to the right.

In addition, as PMWeb is 100% web based and operates on all common browsers, there are a number of browser-based plug-ins that can be used to effect translations. We advise clients on options once we know what they are trying to achieve.



Does the system restrict private and public content?

PMWeb has extensive security controls that manage data within the system, allowing the Client's PMWeb Administrator to set exactly what a user is allowed to see within the system. Please see our response to the first item below under the **Technical Questions** heading, on the subject of **Application and Interface Security**.

As PMWeb will be operating in a browser, that browser's own settings can also be used to restrict what that user can and cannot see. In many larger organizations, those browser settings are already locked down by the Client's IT team to ensure the user cannot access undesirable content.

Does your digital tool platform utilize advance AI tools? If so, describe these tools and features.

Yes. PMWeb utilizes the Microsoft Business Intelligence (**BI**) platform, which is the world's leading Business Intelligence and Analytics Platforms. As noted earlier in this Tab 4, the 2022 Gartner Magic Quadrant for Business Intelligence and Analytics Platforms has a limited number of global leaders – of these, Microsoft BI is #1 for both completeness of vision and ability to execute.

SQL Server also includes built-in AI capabilities to enable comprehensive analytics and AI solutions. Although not available in earlier SQL versions, Machine Learning Services is a feature in SQL Server 2019 that gives the ability to run Python and R scripts with relational data. Open-source packages and frameworks, with the Microsoft Python and R packages, can be used for predictive analytics and machine learning.

PMWeb leverages existing mobile and technology platforms that use the latest in NLP, such as mobile devices that convert voice to text. PMWeb allows a user to simply use their phone or tablet device and use the voice to text data entry features available in the latest smartphones, tablets, and pc devices.

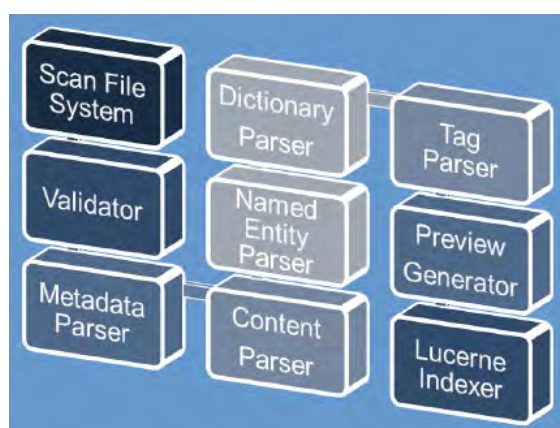


We have worked through AI requirements with Clients previously, such as the use of NLP (Natural Language Processing). PMWeb has operated in conjunction with NLP to facilitate access to data and improve efficiencies. IDC surveys (<https://www.idc.com/>) indicate that the average knowledge worker spends 20% of his/her time looking for information. PMWeb's logical organisation throughout the system plays a key role in reducing that time, with NLP adding an additional dimension. NLP itself is not an inbuilt feature of PMWeb, but can be effectively used as part of the system, such as the use described in the following example.

NLP formed a key part of a digitization conducted as part of implementing PMWeb for the Passaic Valley Sewerage Commission (**PVSC**) for a 10-year \$2+ billion program of capital works. This included extensive use of OCR and NLP in combination. Processes included scanning; indexing; preparing Tables for PMWeb; and creating Folders and Attributes in PMWeb.

Business insight and value needed to be extracted from any unstructured information. This process included:

- Add structured information to unstructured files and transfer to PMWeb
- Deeper insight into the business value of existing unstructured information – i.e. work out what is relevant to capture
- Prevention of accidental non compliance with privacy regulations
- Increased efficiency searching for business information – Facet or Topic based searching



NLP was used to automatically extract metadata from each file, including image files using OCR - places, people, dates etc. Tagging information is built for the files. A starting point is a **Business Taxonomy** – the “DNA”: Employees, Facilities, Suppliers, Projects, Document Types, Products etc.

**Relevancy Processing** was used to evaluate the importance of the content of each file based upon the Business Taxonomy :

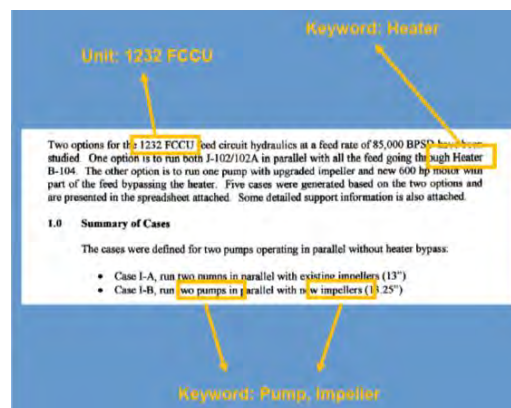
- Filter files with no business value
- Filter another ~30% to 40% with dynamic adjustment of relevancy per file over time.

**Exclusion Processing** uses rules such very old files; personal information; and duplicates.

**Junk Processing** filters out “junk” files - empty files; temp files; trivial files.

**Content Transfer** was the final step:

- Re-organize files
- Automatic Categorization
- Move Files to PMWeb
- Provide Searching



A key aspect of any design to incorporate NLP is the structure and content of PMWeb itself. This is where users interact with the information, no matter how that information has been sourced.

Is your platform 508 compliant?

In its out-of-the-box form, PMWeb complies with the Section 508 standard across a number of areas but not all. 100% compliance is achieved through the use of a third-party tool such as [Userway](#) or [accessiBe](#). Each tool includes a range of options at varying costs for 90+% up to 100% compliance.

Userway's free widget has 90+% WCAG AA compliance, and their quoted package, e.g. minimum paid package (\$490/year) has 100% with a \$1 million guarantee – see <https://userway.org/pricing?plan=large>. The ability for 100% compliance and the free 90+% option gives clients the ability to choose the plan that is most suitable for their specific needs.

PMWeb is currently going through a process to address the remaining compliance areas for its out-of-the-box system; and have committed to full compliance via a new Release. The Release date is not yet known."

Describe how your digital and reporting platform to help reduce carbon pollution, cut emissions, lower energy costs and aligns with providing cleaner energy.

PMWeb is a 100% web-based solution that can manage the entire project lifecycle in a digital manner – all outputs being digital and all inputs being digital. The solution itself contains many functional approaches that result in the above reductions/efficiencies, as described in our responses earlier in this Tab 4 on the reduction of work effort and process timelines.

As an Application, it operates on the AWS IaaS in much the same manner as other software applications and with a similar level of energy efficiency. PMWeb software development aims to progressively improve operating efficiency as described in the Section on software development process below. The key factors impacting a reduction of carbon pollution, cutting emissions, lowering energy costs and alignment with providing cleaner energy are:

- The platform itself, being the AWS EC2 Cloud; and
- The software development process.

#### **AWS EC2 Cloud – PMWeb's delivery infrastructure**

The official AWS statement on sustainability in its cloud operations is as follows:

*Amazon Web Services (AWS) is focused on efficiency and continuous innovation across our global infrastructure, as we continue on our path to powering our operations with 100% renewable energy by 2025.*

AWS publishes extensive details on its efforts in this area, including Renewable Energy; Cloud Efficiency; Water Stewardship; and ASDI (Amazon Sustainability Data Initiative). A number of Case Studies are also provided. Please see these details at <https://sustainability.aboutamazon.com/environment/the-cloud?energyType=true>.

#### **PMWeb software development process**

PMWeb has a defined [Software Development Process](#) and also has available to it the AWS ASDI (please see above). PMWeb is focused on continuous improvement and considers the developing body of knowledge on energy consumption considerations in software development as part of its software development initiatives – [this study being one example](#).



Describe any advanced features not requested above?

We believe the relevant features have been described above.

## TECHNICAL QUESTIONS

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

#### User Access

PMWeb is a 100% web-based system. Log-in for users not in the Client's Active Directory system (e.g., consultants, contractors and other non-Client stakeholders) is from the log-in page typically named something like <https://clientname.pmweb.com/PMWeb/>. Users will bookmark the URL and log-in becomes a straight-forward process.

The Client can configure the Password complexity and other Password-related features for user log-in as shown to the right below.

Client users will access PMWeb via Single Sign On (SSO) as described later in this Section of our Tab 4 response.

PMWeb Security allows the Client's PMWeb Administrator and other parties authorised by the Client to configure password requirements as shown to the right.

Access via the PMWeb log-in page and access via Single Sign On constitute "front-end" access and will be the access methods used by the majority of users.

Many Clients will have a dedicated server. In these cases, PMWeb will also allow "back end" access should this be required by the Client. This provides access to the SQL database and a range of activities can be conducted by the Client if required.

RDP access is provided by PMWeb to identified Client users and the IP addresses of those users are "white listed" for security purposes. The standard access is for "read only", allowing the Client to copy the whole or part of the database at any time. Should the Client's IT team require a greater level of access (e.g., for the Client to design and implement its own SQL triggers), this can also be provided under standard rules of engagement.

#### Security

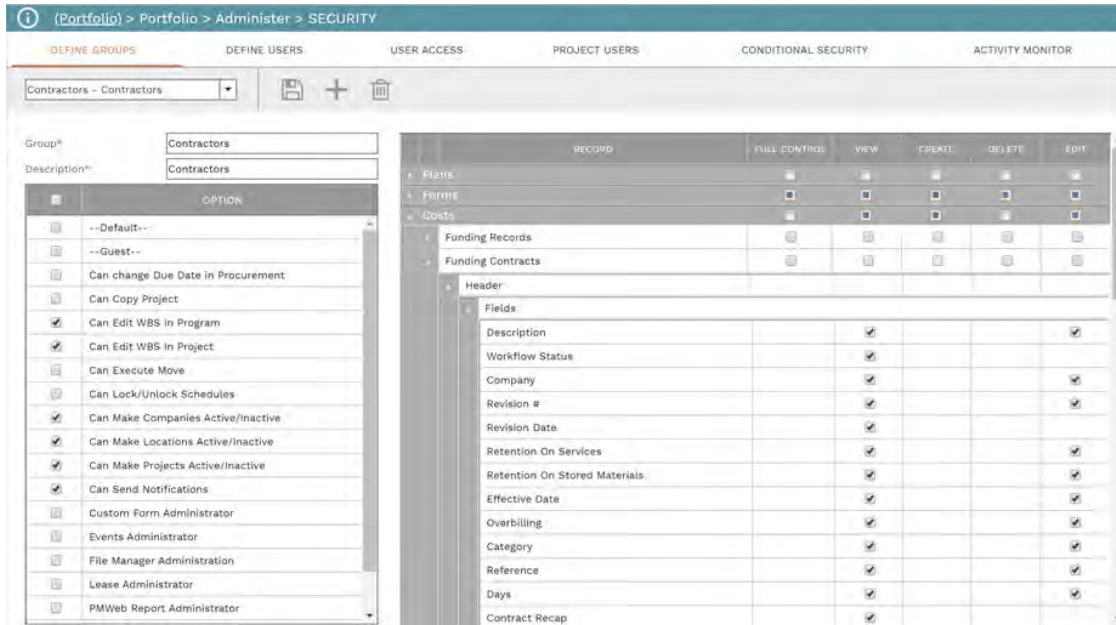
PMWeb has an extensive security module which limits what actions each user or user group can perform. Users are assigned roles and assigned to security groups, through which permissions are implemented. An unlimited number of user groups can be created. Security levels can be set for individuals or user groups by combinations of:



- System - Program - Project
- Feature (view or no view)
- Record (Add, View, Delete, Update)
- Field (view, update).

The security is also tied to the Document Manager Folders where users can be limited on whether they can Upload, View, Redline, etc. individual folders.

As shown below, permitted actions can be set right down to field level in many locations, allowing areas to be “hidden” from view. This is used to create an uncluttered visual environment, where users only see what they are permitted to use.



### Authentication

PMWeb offers two alternatives for Active Directory integration/SSO:

- LDAP
- SAML.

### LDAP

PMWeb uses an Active Directory Server Account to connect to AD and obtain a list of users. Once the relevant users are selected and Licence Type and Group Name chosen, the users can be imported to PMWeb. They will then appear under "Define User" in the PMWeb Security section. The imported users are stored in the PMWeb database. Once the AD/LDAP user is assigned to a security group and subsequently this user tries to login to PMWeb, they are authenticated against AD/LDAP every time they try to login. The User information and the User's password are not stored in PMWeb. No automatic syncing is required between PMWeb and the AD system. Due to the real-time authentication, if a user is removed or disabled from AD/LDAP, that user cannot log in and will receive an error message saying 'Invalid Login'.

### SAML



PMWeb's SAML integration can include multi-factor authentication and is compatible with ADFS 2.0 , 3.0 and Shibboleth Identity Providers using SHA-1 (ADFS is recommended). Other identity providers can be supported but may require additional configuration at an additional charge. The Client must have a supported Identity Provider compatible with SAML 2.0 with SHA-1 encryption.

Users created within PMWeb must have a username and email address that matches the SAMAccountname and email address being passed in SAML authentication.

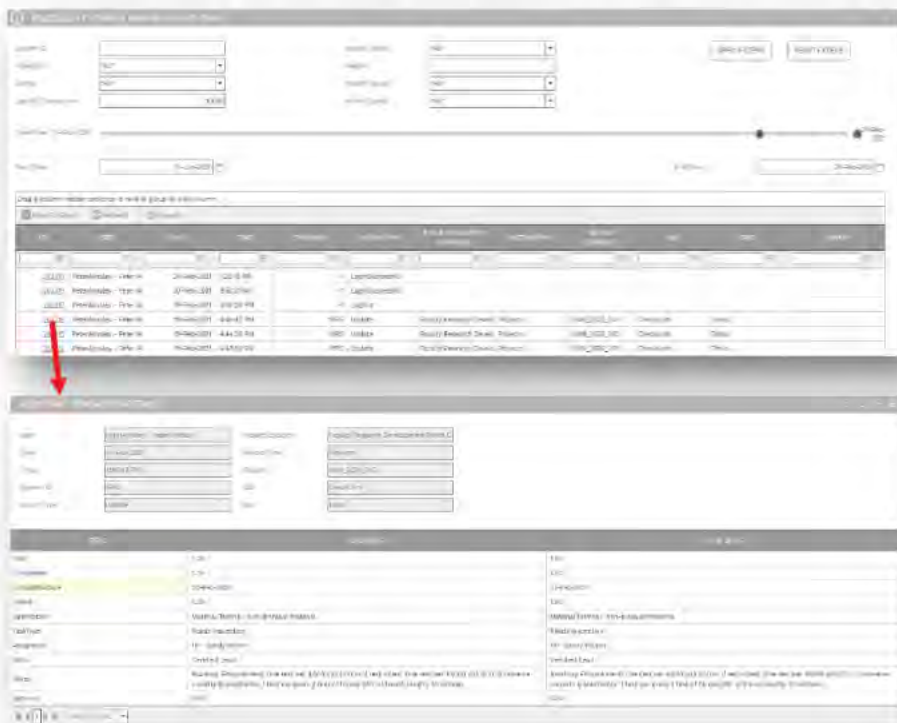
## Audit and Assurance

PMWeb's audit functionality that comes "out of the box" tracks user interactions as follows:

- The IP address of each User log-in is recorded
- Uploaded documents are logged with who uploaded what when
- There are security rights to prevent users from deleting; or "versioning" control, which has users uploading new versions as opposed to deleting
- Each record maintains who created and updated the record last and at what time
- Each record maintains the before and after values.

Quick reports can be created and exported to Excel for further analysis.

In Workflow, all user comments, username and timestamps are logged for each step in a record's workflow. Below is an example of the audit record, with drilldown to the changes made:



## Business Continuity Management and Operational Resilience

PMWeb utilises the AWS network for SaaS delivery. This delivery involves a robust system for the back-up of Client data across the AWS IaaS. PMWeb IT Technical Support follows the following standards for data backup and archiving:

- All production systems are backed up nightly using VMWare full system image snapshots with point in time recovery. Production VMs use image-based snapshots with an RTO of 2 hours and an RPO of 2 hours. Backup media is stored at locations that are secure; isolated from environmental hazards; and geographically separate from the location housing network components.
- Backups are retained for 14 days. Longer back-up periods can be agreed for a fee. The Client can also request a backup of their databases to be kept by the Client. Real-time replication to the Client's nominated location(s) is also available as an option.
- System backup restores are tested quarterly.

PMWeb has a detailed Disaster Recovery and Business Continuity Plan – please see details as follows:

[PMWeb Disaster Recovery and Business Continuity Plan](#)

## Change Management and Risk Management

Change Management and Risk Management are managed in accordance with the following policies:

[PMWeb Change Management and Control Policy](#)

[PMWeb Risk Analysis and Risk Management Policies](#)

## Data Security and Privacy

PMWeb provides the following outline of its approach to Data Security:

- We only host in SSAE-16 Certified data centers. Our staff is thoroughly screened including background checks. Access is fine-grained and given on a needed basis only. All access is done via 2-factor authentication.
- We perform annual network penetration tests and application vulnerability testing to check for any vulnerabilities and exploits and we mitigate any issues ASAP.
- We have a 2-layer firewall protection with intrusion detection.
  - The first is at the firewall level, we use hardware appliances with built-in anti-spam/antispymware, anti-virus and intrusion detection subscription.
  - The second layer is at the server level. We use Endpoint security software for server based anti-virus, anti-spyware and intrusion detection.
- We regularly patch our servers for the latest software, OS, database engine and antivirus/antispymware definitions. We subscribe to several security industry publications (Cisco, Microsoft, VMWare and Symantec, including the OWASP top ten) and are very pro-active in dealing with security issues.

- We utilize a Development/Staging/Production environment where any new updates and enhancements are thoroughly tested before being installed on production servers. Also production servers are isolated and access is strictly controlled by senior IT staff.
- All database backups are encrypted and stored in the Primary and DR Datacenters only.
- Employee laptops are encrypted and locked down via AD policy and endpoint security. All access is logged and monitored.
- We regularly audit access logs to the datacenter, firewall logs and server security logs for any suspicious activity. In addition, alerts are set to email and text and suspicious activity at the firewall level. If any security incident is suspected, it is immediately brought to the attention of senior IT staff. They work together with datacenter security/support staff to identify and mitigate the problem.
- Third party security staff is on standby and used if needed.
- We strive to notify affected customer as soon as possible and we provide detailed reports of the incidents and any data that might have been breached to the designated security / IT contact.

Privacy is managed in accordance with the following policy: [PMWeb Privacy and Data Security Policy](#)

## Datacentre Security and Off-Site Equipment Disposal

### Datacentre Security

PMWeb IT and support staff have access to systems via Active Directory Authentication via security groups and two-factor authentication; least privilege permissions applied. No physical access is involved. Physical (on site) security is managed by AWS as follows:

*AWS provides physical data centre access only to approved employees. All employees who need data centre access must first apply for access and provide a valid business justification. These requests are granted based on the principle of least privilege, where requests must specify to which layer of the data centre the individual needs access and are time-bound. Requests are reviewed and approved by authorised personnel, and access is revoked after the requested time expires. Once granted admittance, individuals are restricted to areas specified in their permissions. Anyone granted visitor badge access (i.e. to a data centre not owned by AWS) must present identification when arriving on site and are signed in and escorted by authorised staff.*

Further information on AWS physical access is at [https://aws.amazon.com/compliance/data-center/controls/#Physical\\_Access](https://aws.amazon.com/compliance/data-center/controls/#Physical_Access)

### Off-site equipment disposal

Data is processed and stored on a drive in an array with RAID redundancy. If a drive faults, it is replaced and the faulty drive is destroyed. Destruction falls under AWS SOC reports since PMWeb hosts with AWS and does not have physical access to devices. AWS states: *Media storage devices used to store customer data are classified by AWS as Critical and treated accordingly, as high impact, throughout their life-cycles. AWS has exacting standards on how to install, service, and eventually destroy the devices when they are no longer useful. When a storage device has reached the end of its useful life, AWS decommissions media using techniques detailed in NIST 800-88. Media that stored customer data is not removed from AWS control until it has been securely decommissioned.*

## Encryption and Key Management

All data in transit is encrypted over HTTPS with TLS 1.2 or higher and SSL certificates; 4096 bit key length; Certificates managed by PMWeb IT, TLS uses ECDHE Key algorithm.

All data at rest including backups is encrypted with AES 256 encryption. All keys are managed by PMWeb IT. AES is the algorithm and 256 is the bit key length.

PMWeb utilizes AWS KMS for key management. PMWeb has also recently worked out with a client to allow them to manage their own encryption keys and can make similar arrangement for other clients on request.

[More on PMWeb's Encryption Policy](#)

## Human Resource Background Screening

Independent background checks are conducted for all personnel accessing Client data. Some clients require additional security checks, including national police checks with mandatory attendance at the employee's local police station to provide copies of identity documents and fingerprinting to be run through the FBI database. Our preference is for standard online checks, including criminal checks, based on online verification of identity documents. If more than this is required, costs are to the client and we need to manage the employees involved in accessing client data under the terms of their individual employment contracts.

## Identity and Access Management

PMWeb IT and support staff have access to systems via Active Directory Authentication via security groups and two-factor authentication; least privilege permissions applied. Accounts are registered with staff in person. PMWeb maintains a standard checklist for its staff to undertake each registration. Provisioning and deprovisioning is managed via the PMWeb ticket system, with all accounts being deprovisioned immediately upon staff termination.

PMWeb maintains a list of its authorised personnel, managing this via their Freshdesk ticketing system.

The Client can specify procedures for access. For example, some clients prefer to have all access via an online meeting convened and monitored by their team.

## Information Governance Program

Application information is subject to the [PMWeb Acceptable Use Policy](#). This policy applies to the use of information, electronic and computing devices, and network resources to conduct PMWeb Inc. business or interact with internal networks and business systems, whether owned or leased by PMWeb Inc., the employee, or a third party.

The Policy is reinforced through the personnel onboarding process and routine training.



## Infrastructure & Virtualization Security

Please see responses earlier in this Tab 4 on the subjects of Data Security and Datacentre Security, which responses apply equally here.

As the world's Number One provider of Infrastructure as a Service (*Gartner Magic Quadrant for Cloud Infrastructure and Platform Services, July 2021*), AWS maintains extensive compliance and certifications, with full details being available at <https://aws.amazon.com/>.

We have provided a copy of the [AWS ISO27001 Certification and complete assessment reports](#)

## Interoperability and Portability

### Interoperability

Please see our responses earlier in this Tab 4 on Integration. The topics covered in that response for integrations between PMWeb and other Client systems include:

#### PMWeb tools

- PMWeb API (Application Programming Interface)
- PMWeb Integration Manager
- Use of Microsoft Excel
- Integrations via SQL tools and Microsoft PowerShell
- SFTP.

#### Typical interoperability

- Financial systems
  - Financial management
  - Purchase Orders
  - Contract Management
    - Payment instructions from PMWeb
    - Payment confirmations back to PMWeb
  - Vendor/Supplier synchronisation
  - Procurement Management
- GIS integrations
- Asset Management system integration
- Document / Records Management integration
- BIM
- Bluebeam
- Data Warehouse integration

Details are also provided in our responses earlier in this Tab 4 of native PMWeb features for operating with external applications such as Microsoft Project and Oracle Primavera P6; and optional tools such as for DocuSign encrypted signatures in PMWeb Workflow.

## Portability

Please see our responses earlier in this Tab 4 on the question of **Describe your mobile reporting capabilities.....**, which responses apply equally here: In summary, PMWeb is a 100% web-based solution that allows access from any browser. The solution user interface has a responsive design that adapts to any portable device. An App known as PMWeb Mobile is also available for use of the solution where there is no Internet access. PMWeb Mobile will auto-synch with and update the PMWeb server when back in Internet range.

If the question relates to portability of the solution itself, our response is as follows:

The PMWeb database contains details of all configurations put in place for the Client. PMWeb can install a suite of PMWeb COTS software to a new location (e.g. to the Microsoft Azure Cloud or other location nominated by the Client); load the database that had previously been configured for the Client; and have the replacement system operational apart from integrations – which would then need to be re-made based on the new location.

For a Transition Out, PMWeb will provide a backup of all Client data including databases containing transaction and file storage data, custom reports, etc. The backup consists of standard MS SQL databases and SSRS reports. Documentation on the database schema and a brief description of the tables and fields of the data as well as documentation on how to restore the databases for viewing and/or import/export capability is included. A utility is also provided to extract file attachments and document manager documents from the restored databases. A nominal fee is charged for this service along with cost of media chosen by the client (Hard Drive(s), Tape(s), etc).

## Data Destruction

The Client may request that all data held by PMWeb be destroyed. The destruction process will use a secure-erase method that complies with DoD standards for data wiping (min 3-pass, erase - overwrite). The process is documented and this documentation is sent to The Client.

## Logging and Monitoring

Reporting/Monitoring on PMWeb SaaS is typically conducted at two levels:

- Reporting by PMWeb on the SaaS infrastructure and support requests by the Client
- Reporting by the Client' PMWeb Administrator on Application matters. Sometimes HKA is asked to fulfil some of these requirements in coordination with work by the Client's PMWeb Administrator and/or to implement automated reporting.

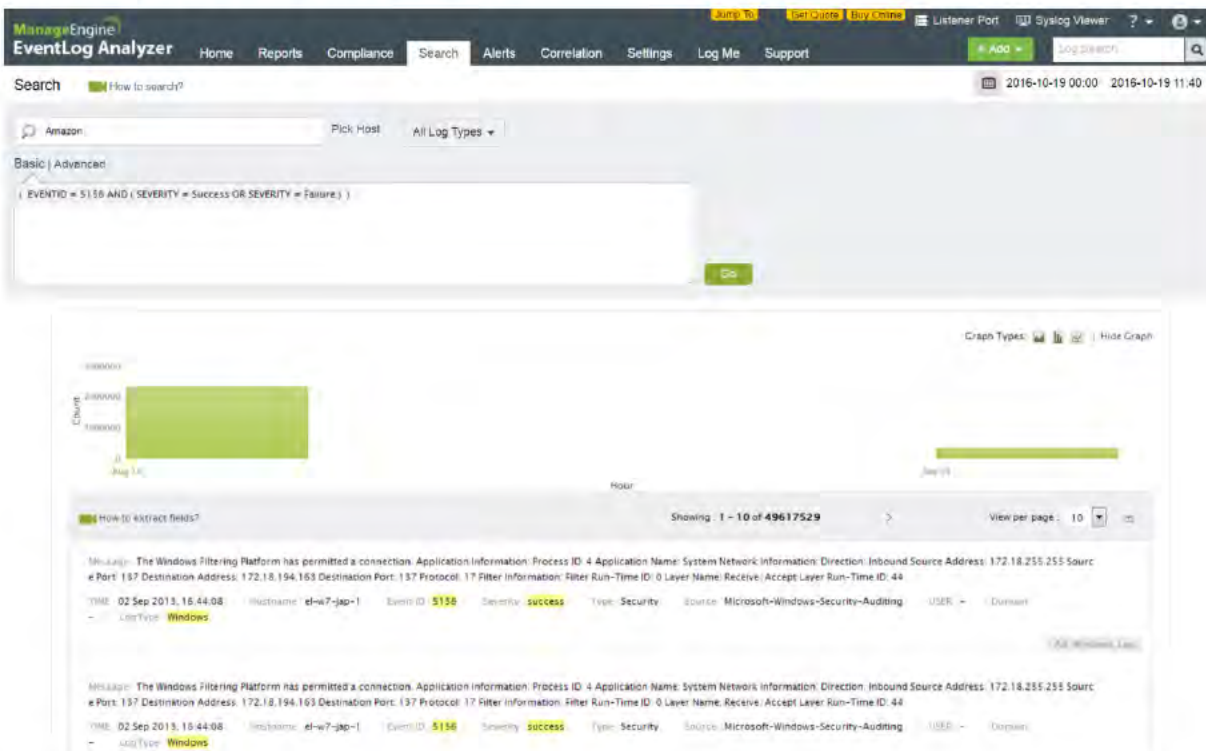
## PMWeb reporting

Service delivery for the infrastructure utilises a suite of monitoring and reporting provided by Amazon Web Services (**AWS**) and via the standard Microsoft Windows logs, SQL/Integration transaction logs and Microsoft IIS tool; together with processes and logs maintained by PMWeb.

PMWeb provides the Client with transparent access to the detail of these management tools and can output reports at a frequency – and with the information required – as agreed with the Client.

AWS CloudWatch (<https://aws.amazon.com/cloudwatch/>) is the central monitoring and observability service. Metrics can be hypervisor-driven metrics, or simple instance performance measures. Amazon EC2 metrics include information about CPU utilization; disk IO; network IO activity; and instance status, such as the instance's start/stop information.

Beside monitoring physical and virtual servers and infrastructure, PMWeb uses the AWS EventLog Analyzer to collect and analyze the AWS EC2 Windows instance log. EventLog Analyzer provides log forensics support, allowing search logs to generate forensic reports such as user activity reports, system audit reports and regulatory compliance reports.



Standard available data on the Client's PMWeb instance includes the following, which is captured at five-minute intervals:

Metric	Units	Description
CPU Utilization	Percent	The total CPU resources utilised within an instance at a given time.
Disk Read Operation	Count	The number of read operations performed on all instance store volumes. Count represents a number, for example, 5000 Read Operations or 8000 write operations.
Disk Write Operations	Count	The number of write operations performed on all instance store volumes.

Metric	Units	Description
Disk Read Bytes	Bytes	The total number of Bytes read from all instance store volumes.
Disk Write Bytes	Bytes	The total number of Bytes written to all instance store volumes.
Network In	Bytes	The total number of Bytes received on all network interfaces attached to the instance.
Network Out	Bytes	The total number of Bytes sent out from all network interfaces attached to the instance.
Network Packets In	Count	The number of packets received on all network interfaces.
Network Packets Out	Count	The number of packets sent to all network interfaces.
Status Check Failed (Instance)	Count	The value of this metric indicates whether the instance has passed the status check for EC2. A zero (0) indicates that the instance passed the status check and a one (1) indicates the instance failed the status check. This check verifies that your instance's operating system is accepting traffic.
Status Check Failed (System)	Count	The value of this metric indicates whether the underlying system has passed the status check. A zero indicates the underlying system passed the status check and a one (1) indicates the system failed the status check. This metric primarily verifies that your instance is reachable. Failure might be due an issue with the infrastructure hosting your instance (such as AWS power, networking or software systems).
Status Check Failed	Count	A combination of the Status Check Failed (Instance) and Status Check Failed (System) metrics. If either of these status checks fails, this metric also fails. A one (1) indicates that the status check failed, a zero (0) indicates that both status checks failed.

### Custom Metrics and custom monitoring

Custom metrics and custom interval capture (one minute frequency rather than five minutes) are available at additional cost.

### Other PMWeb monitoring and reporting

PMWeb maintains a range of management process and records, the data from which can be made available as part of agreed reporting. This data operates in conjunction with the AWS Eventlog Analyzer noted earlier. This includes:

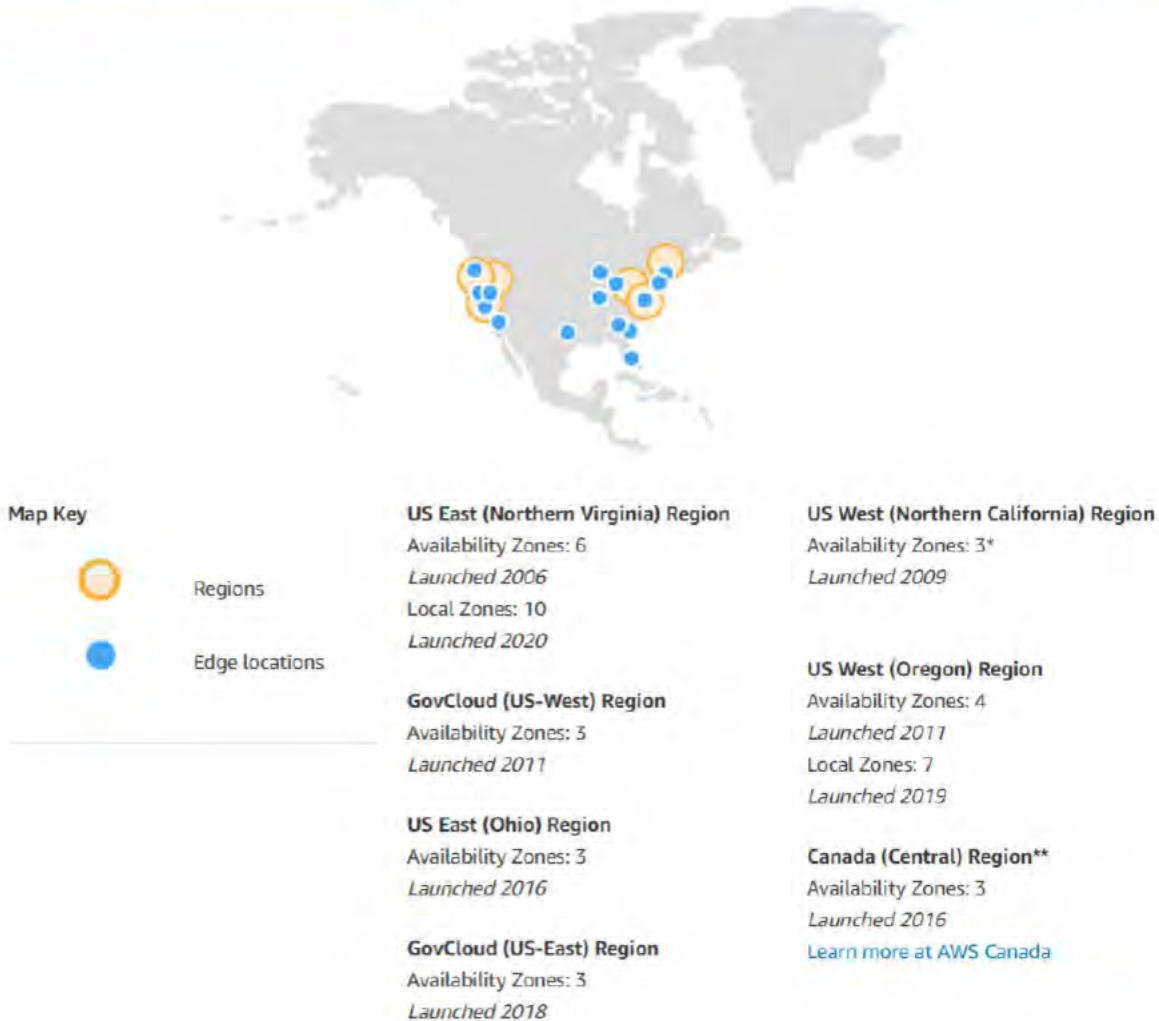


- Audit logs for Administrator access (formal quarterly audit with real time alerting in place)
- Audit logs for staff privileged access and activities (formal quarterly audit with real time alerting in place)
- Anomaly detection (i.e., unusual and potentially malicious IP traffic and user or support team behaviour) – via Access logging and real time alerting.

The metrics outlined above primarily relate to how PMWeb manages availability of the system and adequacy for use by the Client. The PMWeb provisioning approach involves the upgrade of infrastructure based on the Client’s actual use, to ensure the contracted availability is not compromised.

Physical Data Location

As noted earlier in our response in this Tab 4, the Client can nominate specific AWS US Regions and Availability Zones for Production, backups and disaster recovery – see [https://aws.amazon.com/about-aws/global-infrastructure/regions\\_az/](https://aws.amazon.com/about-aws/global-infrastructure/regions_az/)



## Security Incident Management, e-Discovery, & Cloud Forensics

As described in our response to Logging and Monitoring above, PMWeb utilizes the full suite of AWS management tools for the EC2 cloud, with description of various tools and options provided in that Section of our response. PMWeb operates on a transparent basis and will make copies of any documentation available to the Client on request.

PMWeb utilizes various tools and methods to determine the root cause of an incident, such as OS/Application event/audit log scanning, CrowdStrike threat monitoring data and Network firewall logs.

Incident response and reporting to the Client are managed in accordance with PMWeb's Incident Response and Reporting Policy:

[PMWeb Incident Response and Reporting Policy](#)

## Supply Chain Management, Transparency, and Accountability

We are committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Our [Anti-slavery Policy](#) reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

We expect to be held accountable by our Clients and provide transparency across our supply chain dealings.

As a major supplier in the PMWeb SaaS delivery chain, Amazon Web Services reports annually on its efforts with a Modern Slavery Statement in compliance with the requirements of the California Transparency in Supply Chains Act; the United Kingdom Modern Slavery Act; the Australian Modern Slavery Act.

## Threat & Vulnerability Management

PMWeb adheres to the NIST and OWASP standards for all aspects of software development, hosting and infrastructure:

- NIST: National Institute of Standards and Technology, publisher of the Secure Software Development Framework (SSDF) – [see latest developments](#)
- OWASP: Open Web Application Security Project® - see <https://owasp.org/>.

PMWeb follows the OWASP application security verification standard (<https://owasp.org/www-project-application-security-verification-standard/>), including the OWASP top-10 web application security vulnerabilities.

PMWeb utilizes a number of tools with real-time alerting in place, including CrowdStrike advanced threat protection – please see further details at <https://www.crowdstrike.com/> . Please also see further details in **Universal Endpoint Management** below.

## Universal Endpoint Management for any Endpoint Devices

As noted in our response to **Threat & Vulnerability Management** above, PMWeb utilizes a number of tools with real-time alerting in place, including CrowdStrike advanced threat protection – please see further details at <https://www.crowdstrike.com/> .

CrowdStrike's Falcon is an industry leader in both Endpoint Protection Platforms and Endpoint Detection and Response Solutions (*Gartner Peer Insights* <https://www.gartner.com/peer-insights/home>).

## SAFETY

Describe your company's safety program.

Our overall organization is committed to ensuring a safe workplace. It is our policy to ensure we carry out our business in a way that provides safe and healthy working conditions for all. Much work is conducted in our own offices, but there are occasions when members of staff travel or work at other locations. Our priority is to co-operate with clients to ensure health and safety management standards are maintained. We enlist the support and co-operation of all members of staff to achieve this.

Please see our [Health, Safety and Environmental Policy](#)

Individual offices maintain active WHS/OHS programs, according to their specific mix of business. Offices involved in the implementation of PMWeb for our clients include independent certification of their safety management plans to national standards.

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

We use LTIs (Lost Time Injuries) as our benchmark and have incurred Zero LTIs in the year to date.

## GREEN INITIATIVES

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

As for WHS/OHS, individual offices maintain specific Environmental Management System initiatives, with active programs to reduce carbon footprint, reduce waste and reduce energy conservation. Offices involved in the implementation of PMWeb for our Clients include independent certification of their Environmental management plans to the Environmental Management System standard ISO 14001:2015.

Please see our [Environmental Social and Governance Policy](#), as well as our [Health, Safety and Environmental Policy](#).



We are committed to leading by example, in particular through environmentally sustainable practices in our workplace and activities. We are managing our direct environmental impacts through the following activities:

- Understanding the environmental aspects and impacts of our activities and, where appropriate, changing the way that we operate.
- Committing to principles of pollution prevention and continuous improvement.
- Managing, monitoring and measuring resource use through implementation of best practice procedures. Where relevant we apply recognised local and international framework tools for objective-setting and environmental performance.
- Our objective setting framework is aligned to the United Nations Sustainable Development Guidelines where they are relevant and applicable.
- Ensuring that all colleagues and our contractors are aware of the expectations placed on them.

The United Nations developed 17 Sustainable Development Goals (SDGs) to act as a blueprint to achieve a better and more sustainable future for all. They recognize that ending poverty and other deprivations must go hand-in-hand with strategies that improve health and education; reduce inequality; and spur economic growth; all while tackling climate change and working to preserve our oceans and forests.



We have identified the following 8 SDGs to which we can contribute within the scope of our current plan:

SDG #	Sustainable Development Goal
2	Zero Hunger
6	Clean water and Sanitation
7	Affordable and Clean Energy
11	Sustainable Cities and Communities
12	Responsible Production and Consumption
13	Climate Action
14	Life Below Water
15	Life on Land

In each case, we have a developed approach and methodology. A summary of the specific objectives we have set for ourselves is shown on the following page:





**SDG 2 - End hunger, achieve food security and improved nutrition and promote sustainable agriculture**

Our Objective: To purchase predominantly local and sustainable food products.

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**SDG 6 - Ensure availability and sustainable management of water and sanitation for all**

Our Objective: To reduce our water usage.

---



**SDG 7 - Ensure access to affordable, reliable, sustainable and modern energy for all**

Our Objective: To reduce our electricity consumption.

---



**SDG 11 - Make cities and human settlements inclusive, safe, resilient and sustainable**

Our Objective: To ensure our future office locations are accessible by public and/or active transport.

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**SDG 12 - Ensure sustainable consumption**

Our Objective: To purchase predominantly local, sustainable, recyclable and/or reusable products.

---



**SDG 13 - Take urgent action to combat**

Our Objective: To reduce or offset our greenhouse gas emissions.

---



**SDG 14 - Conserve and sustainably use the oceans, seas and marine resources for sustainable**

Our Objective: To reduce our use of single use plastic.

---



**SDG 15 - Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably**

Our Objective: To purchase predominantly recyclable or reusable products.

---

## ANTI-DISCRIMINATION POLICY

Describe your organizations' anti-discrimination policy

Our anti-discrimination policy is available from the following link (Section 3 specifically addresses discrimination):

[Equality Diversity and Inclusion Policy](#)

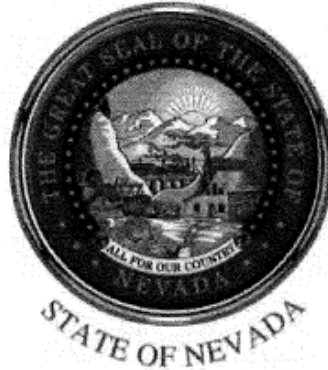
We reinforce anti-discrimination aspects through routine training, including a requirement for every employee to be certified as having passed **Preventing Harrassment** training with a score of 80% or better, conducted bi-annually.

## VENDOR CERTIFICATIONS

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.

### HKA Licenses, Registrations and Certifications

SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE

HKA TECH, LLC

Nevada Business Identification # NV20021084652

Expiration Date: July 31, 2019

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on May 15, 2018

Handwritten signature of Barbara K. Cegavske.

Barbara K. Cegavske  
Secretary of State

**You may verify this license at [www.nvsos.gov](http://www.nvsos.gov) under the Nevada Business Search.**

License must be cancelled on or before its expiration date if business activity ceases.  
Failure to do so will result in late fees or penalties which by law cannot be waived.

**INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:**

HKA TECH, LLC ENTITY NUMBER  
LLC8283-2002

NAME OF LIMITED-LIABILITY COMPANY

FOR THE FILING PERIOD OF 7/31/2018 TO 7/31/2019

\*100403\*

\*100403\*

USE BLACK INK ONLY - DO NOT HIGHLIGHT

**\*\*YOU MAY FILE THIS FORM ONLINE AT [www.nvsilverflume.gov](http://www.nvsilverflume.gov)\*\***

Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number <b>20180222755-14</b>
	Filing Date and Time <b>05/15/2018 11:40 AM</b>
	Entity Number <b>LLC8283-2002</b>

**IMPORTANT:** Read instructions before completing and returning this form.

- Print or type names and addresses, either residence or business, for all manager or managing members. A Manager, or if none, a Managing Member of the LLC must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**
- If there are additional managers or managing members, attach a list of them to this form.
- Return completed form with the fee of \$150.00. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.
- State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.
- Make your check payable to the Secretary of State.
- Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
- Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
- Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ABOVE SPACE IS FOR OFFICE USE ONLY

ANNUAL LIST FILING FEE: \$150.00 LATE PENALTY: \$75.00 (if filing late) BUSINESS LICENSE FEE: \$200.00 LATE PENALTY: \$100.00 (if filing late)

**CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW** NRS 76.020 Exemption Codes

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:  001 - Governmental Entity  
006 - NRS 680B.020 Insurance Co.

**NOTE:** If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME HKA GLOBAL INC. - Managing Member	MANAGER OR MANAGING MEMBER		
ADDRESS 2005 Market Street, 8th Floor	CITY Philadelphia	STATE PA	ZIP CODE 19103
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE
NAME	MANAGER OR MANAGING MEMBER		
ADDRESS	CITY	STATE	ZIP CODE

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

**X** *Frank Leung*  
Signature of Manager, Managing Member or Other Authorized Signature

Title  Date   
President of HKA Global Inc., Its managing member

Nevada Secretary of State List Man/Mem Form:100403 Revised: 7-1-15

NY300 - 7/11/2017 Wolters Kluwer Online





## Payment Receipt

HKA Tech, LLC - Paid By: HKA Inc

Date: 2/21/2022

Invoice Number: 582399

### Payment Approved!

You have been charged **\$620.00**.

Please print a copy for your records from the button above.

Description	Amount
<b>Renewal - 2001741,543 03/01/2022 - 02/28/2023</b>	
License Fee	\$150.00
Subtotal:	\$150.00
<b>Renewal - 2001097,558 03/01/2022 - 08/31/2022</b>	
License Fee	\$470.00
Subtotal:	\$470.00
Total:	\$620.00
Amount Paid:	(\$620.00)
<b>Amount Due:</b>	<b>\$0.00</b>

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HKA GLOBAL, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



6182720 8300

SR# 20210596377

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202578131

Date: 02-23-21

# SECRETARY OF STATE



## FOREIGN CORPORATE QUALIFICATION

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that **HKA GLOBAL, INC.** did on August 1, 2017 file in this office a Foreign Qualification in this State and is now on file and of record in the office of the Nevada Secretary of State, and that further, that said Corporation is at the date of this Certificate duly qualified to exercise therein all the powers recited in its Foreign Qualification and to transact business in the State of Nevada in accordance with the laws governing Corporations in said State.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on August 2, 2017.

*Barbara K. Cegavske*

Barbara K. Cegavske  
Secretary of State

Certified By: Erica Ayala  
Certificate Number: C20170801-2419  
You may verify this certificate  
online at <http://www.nvsos.gov/>

8820 846 2-0

08 2017

**State of California  
Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

**HKA GLOBAL, INC.**

**FILE NUMBER: C4050382  
REGISTRATION DATE: 07/27/2017  
TYPE: FOREIGN CORPORATION  
JURISDICTION: DELAWARE  
STATUS: ACTIVE (GOOD STANDING)**

**I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:**

**The records of this office indicate the entity is qualified to  
transact intrastate business in the State of California.**

**No information is available from this office regarding the financial  
condition, business activities or practices of the entity.**




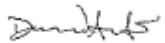
**IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of October 28, 2019.**

**ALEX PADILLA  
Secretary of State**



**NP-25 (REV 02/2019)**

**CFG**



<b>BUSINESS REGISTRATION CERTIFICATE</b>		RENEW BY DATE 05-31-2023	EXPIRATION DATE 06-30-2023
FY 2022-23	BUSINESS ACCOUNT NUMBER 1082430	LOCATION ID 1256297-07-201	
	TRADE NAME (DBA) <b>HKA GLOBAL, INC.</b>	BUSINESS LOCATION <b>201 CALIFORNIA ST STE 411</b>	
	BUSINESS HKA GLOBAL, INC.	THIRD PARTY TAX COLLECTOR <input type="checkbox"/> PARKING TAX <input type="checkbox"/> TRANSIENT OCCUPANCY TAX	
<p>HKA GLOBAL, INC. 2005 MARKET ST FL 8 PHILADELPHIA PA 19103-7042</p>		<p>CITY AND COUNTY OF SAN FRANCISCO OFFICE OF THE TREASURER &amp; TAX COLLECTOR</p> <p> José Cisneros Treasurer</p> <p> David Augustine Tax Collector</p>	

Read reverse side. To update addresses or to close a business, go to <https://sftreasurer.org/business-account-update>.

<b>BUSINESS REGISTRATION CERTIFICATE</b>		RENEW BY DATE 05-31-2023	EXPIRATION DATE 06-30-2023
FY 2022-23	BUSINESS ACCOUNT NUMBER 1082430	LOCATION ID 1176317-01-181	
	TRADE NAME (DBA) <b>HKA GLOBAL, INC.</b>	BUSINESS LOCATION <b>2005 MARKET ST FL 8TH</b>	
	BUSINESS HKA GLOBAL, INC.	THIRD PARTY TAX COLLECTOR <input type="checkbox"/> PARKING TAX <input type="checkbox"/> TRANSIENT OCCUPANCY TAX	
<p>HKA GLOBAL, INC. 2005 MARKET ST FL 8 PHILADELPHIA PA 19103-7042</p>		<p>CITY AND COUNTY OF SAN FRANCISCO OFFICE OF THE TREASURER &amp; TAX COLLECTOR</p> <p> José Cisneros Treasurer</p> <p> David Augustine Tax Collector</p>	

Read reverse side. To update addresses or to close a business, go to <https://sftreasurer.org/business-account-update>.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

## CITY OF SAN DIEGO \* CERTIFICATE OF PAYMENT OF BUSINESS TAX

HKA GLOBAL INC  
8TH FLOOR  
2005 MARKET ST  
PHILADELPHIA PA 19103-7042

Certificate Number: B2020001670

Business Name: HKA GLOBAL INC  
Business Owner: HKA GLOBAL INC  
Business Address: 11440 W BERNARDO CT #120  
SAN DIEGO CA 92127-1642

Primary Business Activity: ALL OTH PROF, SCIENTIFIC & TECHNICAL SERVICES

Secondary Business Activity:

Effective Date: 06/01/2022  
Expiration Date: 05/31/2023

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS -- PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

BUSINESS FILE COPY

**CITY OF SAN DIEGO**  
**CERTIFICATE OF PAYMENT OF BUSINESS TAX**  
 PO BOX 122289, SAN DIEGO, CA 92112-2289  
 1200 3RD AVENUE, MS 51T, SAN DIEGO, CA 92101  
 (619) 615-1500; FAX (619) 533-3272  
 www.sandiego.gov/treasurer

Certificate Number: B2020001670      PIN: ZN4V8

Business Name: HKA GLOBAL INC  
 Business Owner: HKA GLOBAL INC  
 Business Address: 11440 W BERNARDO CT #120  
 SAN DIEGO CA 92127-1642

Primary Business Activity: ALL OTH PROF, SCIENTIFIC & TECHNICAL SERVICES

Secondary Business Activity:

Effective Date: 06/01/2022  
 Expiration Date: 05/31/2023

HKA GLOBAL INC  
8TH FLOOR  
2005 MARKET ST  
PHILADELPHIA PA 19103-7042



Mailing Address: HKA GLOBAL INC  
8TH FLOOR  
2005 MARKET ST  
PHILADELPHIA PA 19103-7042

This certificate acknowledges payment of business taxes pursuant to the San Diego Municipal Code. This is not a License to do business within the City of San Diego in violation of any section of the Municipal Code or regulation adopted by the City Council including, but not limited to: Zoning restrictions; Land Use specifications as defined in Planned Districts, Redevelopment areas, Historical Districts, or Revitalization areas; Business Tax Regulations; Police Department Regulations; and Fire, Health or Sanitation Permits and Regulations.

This document is issued without verification that the payer is subject to or exempt from licensing by the State of California.

Payment of the required tax at the time or times due is for the term and purpose stated and is pursuant to City Ordinance. Please refer to delinquency information under "Notice".

**NOTICE:** It is the responsibility of the certificate holder to renew this certificate of payment of business tax within the proper time limits. Failure to do so, even if you have not received a renewal notice, will result in the assessment of a penalty. Please note your expiration date on this certificate above. The certificate holder is requested to notify the City Treasurer's Office upon sale or closure of the business, change of location, or change of business activity.

The tax or fees collected are **Not Refundable** unless collected as a direct result of an error by the City of San Diego.

**This certificate is NOT transferable for a change in business ownership.**

**See reverse side.**

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF REGISTRATION

to

HKA GLOBAL, INC.


A/AN DELAWARE PROFIT CORPORATION, effective on the date indicated below.

Effective Date: 03/05/2019

UBI Number: 604 406 291



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Handwritten signature of Kim Wyman in blue ink.

Kim Wyman, Secretary of State

Date Issued: 03/05/2019





HKA GLOBAL, INC.  
 STE 820  
 2005 MARKET ST  
 PHILADELPHIA PA 19103-7005

DETACH BEFORE POSTING



STATE OF WASHINGTON

## BUSINESS LICENSE

**Profit Corporation**

HKA GLOBAL, INC.  
 2005 MARKET ST. SUITE 820  
 PHILADELPHIA PA 19103

UNEMPLOYMENT INSURANCE - ACTIVE      INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE

**CITY ENDORSEMENTS:**  
 SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

**LICENSING RESTRICTIONS:**  
 Not licensed to hire minors without a Minor Work Permit.

Issue Date: Mar 16, 2022  
 Unified Business ID #: 604406291  
 Business ID #: 001  
 Location: 0002  
 Expires: Mar 31, 2023

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.



Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604406291 001 0002

HKA GLOBAL, INC.  
 2005 MARKET ST. SUITE 820  
 PHILADELPHIA PA 19103

UNEMPLOYMENT INSURANCE - ACTIVE  
 INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE  
 SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Expires: Mar 31, 2023



Director, Department of Revenue

DETACH THIS SECTION FOR VALUEWALLET



## Confirmation & Receipt

### What You Paid

Success! You have paid for all the items listed below. Your forms have been filed with the corresponding City/Cities shown.

Thank you for using FileLocal! The total payment will appear as multiple transactions paid to the appropriate Cities and FileLocal on your bank or credit card statement. The Amount Due for each form will be deposited to the appropriate City, and the non-refundable User Fee(s) will be deposited to FileLocal. The non-refundable KUBRA service fee for processing the transaction has been added as shown below and will be retained by the payment processor, KUBRA.

An email confirmation will be sent to you by FileLocal. You may print this screen as your receipt, if desired. When finished, click [Return to FileLocal]. You will be able to view and print each form from the FileLocal website, if needed.

Form Name	Filing Period	Amount Due	Payment Conf. #
Seattle	FileLocal User Fee (\$4.00 per City Paid)		
Seattle GBL Renewal #0008483990763643	Jan 2022	\$59.00	34058236159
KUBRA-Seattle Convenience Fee	non-refundable	\$1.00	34058236425
FileLocal			
FileLocal User Fee (\$4.00 per City Paid)	non-refundable	\$4.00	34058236034
<b>Amount Due</b>		<b>\$64.00</b>	

**Note:** The Payment Confirmation Number indicates that your payment was successfully authorized. Note that you may have more than one Payment Confirmation Number per City if that City separates funds into different receiving accounts.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,  
according to the records of this office,

HKA GLOBAL, INC.

is an entity formed or registered under the law of Delaware has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191420872 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2020 that have been posted, and by documents delivered to this office electronically through 06/18/2020 @ 14:26:37 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/18/2020 @ 14:26:37 in accordance with applicable law. This certificate is assigned Confirmation Number 12412592 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*  
*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

ARIZONA DEPARTMENT OF REVENUE  
ATTN: Customer Care and Outreach  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2022**

ISSUED TO: HKA GLOBAL INC & SUBSIDIARIES  
2005 MARKET ST. SUITE 820  
PHILADELPHIA PA 19103

ALL communications and reports MUST REFER to this LICENSE NO.

► LICENSE: 21376524  
START DATE: 01/01/2020  
ISSUED: 03/15/2022  
EXPIRES: 12/31/2022

LOCATION: CODE 001  
HKA GLOBAL INC  
2005 MARKET ST. SUITE 820  
PHILADELPHIA, PA 19103  
2200063009754



**BUSINESS CODE**  
029 - USE TAX

**REGION**  
MAR - MARICOPA

**JURISDICTION**  
COUNTY

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.



HKA GLOBAL, INC.  
 STE 820  
 2005 MARKET ST  
 PHILADELPHIA PA 19103-7005

DETACH BEFORE POSTING



STATE OF  
WASHINGTON

## BUSINESS LICENSE

**Profit Corporation**

HKA GLOBAL, INC.  
 2005 MARKET ST. SUITE 820  
 PHILADELPHIA PA 19103

UNEMPLOYMENT INSURANCE - ACTIVE      INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE

**CITY ENDORSEMENTS:**  
 SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

**LICENSING RESTRICTIONS:**  
 Not licensed to hire minors without a Minor Work Permit.

Issue Date: Mar 16, 2022  
 Unified Business ID #: 604406291  
 Business ID #: 001  
 Location: 0002  
 Expires: Mar 31, 2023

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.



Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604406291 001 0002

HKA GLOBAL, INC.  
 2005 MARKET ST. SUITE 820  
 PHILADELPHIA PA 19103

UNEMPLOYMENT INSURANCE - ACTIVE  
 INDUSTRIAL INSURANCE - ACTIVE  
 TAX REGISTRATION - ACTIVE  
 SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

Expires: Mar 31, 2023



Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET





Audit & Compliance Division  
Albuquerque District

Michelle Lujan Grisham  
Governor

Stephanie Schardin Clarke  
Cabinet Secretary

HKA GLOBAL INC  
1 COMMERCE SQUARE 2005 MARKET STREET FL 8TH  
PHILADELPHIA, PA 19103

June 10, 2021  
CRS: 03-555032-00-5  
Letter ID: L1909946800

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>10-Jun-2021</b>	IDENTIFICATION NUMBER <b>03-555032-00-5</b>	Business Start Date <b>27-May-2021</b>
Business Location <b>1 COMMERCE SQUARE FL 8TH</b>		Business End Date
City and State <b>PHILADELPHIA, PA</b>		Zip Code <b>19103</b>
Taxpayer Name <b>HKA GLOBAL INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>HKA GLOBAL INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>1 COMMERCE SQUARE FL 8TH</b>		
City and State <b>PHILADELPHIA, PA</b>		Zip Code <b>19103</b>

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT  
**REGISTRATION CERTIFICATE**

Date ID Issued <b>10-Jun-2021</b>	IDENTIFICATION NUMBER <b>03-555032-00-5</b>	Business Start Date <b>27-May-2021</b>
Business Location <b>1 COMMERCE SQUARE FL 8TH</b>		Business End Date
City and State <b>PHILADELPHIA, PA</b>		Zip Code <b>19103</b>
Taxpayer Name <b>HKA GLOBAL INC</b>		Taxpayer Type <b>Corporation</b>
Firm Name <b>HKA GLOBAL INC</b>		Filing Frequency <b>Monthly</b>
Mailing Address <b>1 COMMERCE SQUARE FL 8TH</b>		
City and State <b>PHILADELPHIA, PA</b>		Zip Code <b>19103</b>

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

sl1.04 v39

10424571024003



## HKA-Tech Employee Certifications

HKA-Tech's consultants are all Certified PMWeb Consultants. We also have two employees that are Certified WalkMe Consultants. In addition, we have included several other various certifications.





THIS IS TO CERTIFY THAT

# Tyler Bryce Monson

HAS BEEN FORMALLY EVALUATED FOR EXPERIENCE, KNOWLEDGE AND SKILLS IN THE SPECIALIZED AREA OF AGILE PRINCIPLES, PRACTICES, TOOLS AND TECHNIQUES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

## PMI Agile Certified Practitioner (PMI-ACP)<sup>®</sup>

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Sharp | Chair, Board of Directors



Mike DePrisco | Interim President & CEO

PMI-ACP<sup>®</sup> Number: 1701089

PMI-ACP<sup>®</sup> Original Grant Date: 20 March 2014

PMI-ACP<sup>®</sup> Expiration Date: 20 March 2023





# Tyler Monson

is awarded the designation Certified ScrumMaster® on this day, December 16, 2012, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.



Certificant ID: 000229994 Certification Active through: 16 December 2018 Status: Inactive

Mark C. Layton  
Certified Scrum Trainer®

Mike Cohn  
Chairman of the Board





THIS IS TO CERTIFY THAT

Travis Hamera

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

**Project Management Professional (PMP)<sup>®</sup>**

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

Jennifer Sharp | Chair, Board of Directors



Mike DePrisco | Interim President & CEO

PMP<sup>®</sup> Number: 1975207

PMP<sup>®</sup> Original Grant Date: 17 October 2016

PMP<sup>®</sup> Expiration Date: 17 October 2022



### CALIFORNIA ARCHITECTS BOARD LICENSING DETAILS FOR: C 31152

**NAME:** HAMERA, TRAVIS WAYNE

**LICENSE TYPE:** ARCHITECT

**LICENSE STATUS:** CURRENT  
**ADDRESS**

5415 MYRTLE DR.  
LOOMIS CA 95650  
PLACER COUNTY

**ISSUANCE DATE**

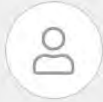
MAY 24, 2007

**EXPIRATION DATE**

NOVEMBER 30, 2023

**CURRENT DATE / TIME**

JULY 19, 2022  
8:31:29 PM



This badge was issued to [Patrick Mason](#) on 17 January 2021.

Share



[Additional Details](#)

## Prosci® Certified Change Practitioner

Issued by [Prosci](#)

Earners of the Prosci® Certified Change Practitioner badge have the knowledge, skills, and tools to drive successful change initiatives. They can create a change management plan and apply the Prosci® 3-Phase Process change management methodology and the Prosci ADKAR® [More...](#)

### Skills

- Apply Prosci ADKAR Model
- Apply Proven Change Techniques
- Change Management Application
- Leading Successful Organizational Change
- Organizational Change Management
- Planning Change

## Microsoft Certified Professional Transcript

Last Activity Recorded: February 06, 2009  
Microsoft Certified Professional ID: 3823148



KEN HODGSON  
820 BRIDGESTONE DR.

LINCOLN, CA 95648 US  
kenhodgson@yahoo.com

### Microsoft Certification Status

Credential	Certification / Version	Date Achieved
Systems Engineer	Microsoft Windows Server 2003	February 06, 2009
Systems Administrator	Microsoft Windows Server 2003	October 02, 2008
Professional	MCP 2.0 -- Certified Professional	January 18, 2007

### Microsoft Certification Exams Completed Successfully

Exam ID	Description	Date Completed
294	Planning, Implementing, and Maintaining a Microsoft Windows Server 2003 Active Directory Infrastructure	February 06, 2009
291	Implementing, Managing, and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	October 02, 2008
293	Planning and Maintaining a Microsoft Windows Server 2003 Network Infrastructure	December 19, 2007
298	Designing Security for a Microsoft Windows Server 2003 Network	October 18, 2007
299	Implementing and Administering Security in a Microsoft Windows Server 2003 Network	June 22, 2007
290	Managing and Maintaining a Microsoft Windows Server 2003 Environment	March 29, 2007
270	Installing, Configuring, and Administering Microsoft® Windows® XP Professional	January 18, 2007

**MicroStrategy**

UNIVERSITY

CRD CERTIFICATION

14  
2014

This Certifies:

*Kevin Kennedy*

Has Satisfied All Requirements and Hereby Merits the Title:

**MicroStrategy Certified Report Developer V9.4.1**



Bob Watts  
Executive VP, Worldwide Professional Services

23 July 2014

Date Granted

**MicroStrategy**

UNIVERSITY

CPD CERTIFICATION

14  
2014

This Certifies:

*Kevin Kennedy*

Has Satisfied All Requirements and Hereby Merits the Title:

**MicroStrategy Certified Project Designer V9.4.1**



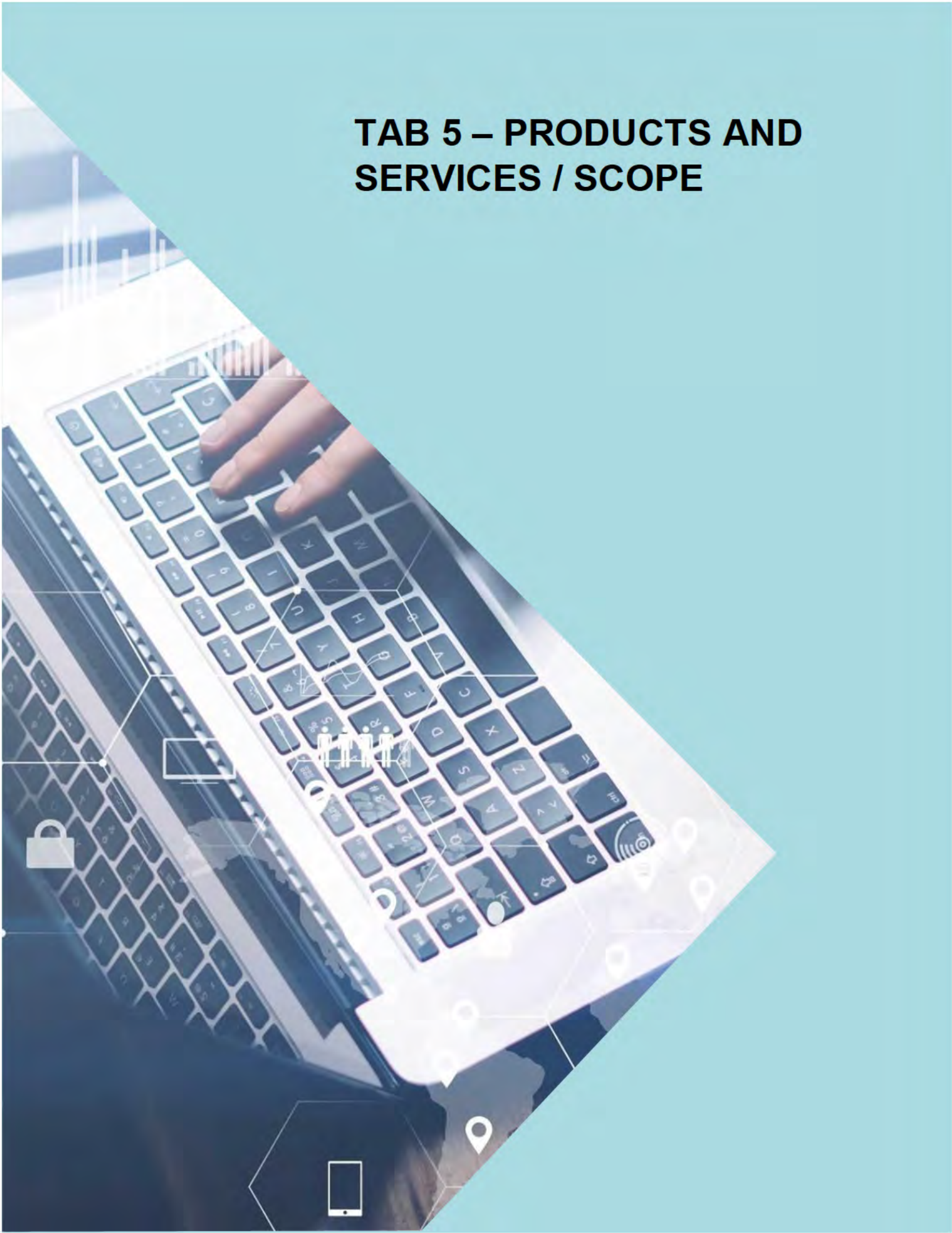
Bob Watts  
Executive VP, Worldwide Professional Services

16 July 2014

Date Granted



# TAB 5 – PRODUCTS AND SERVICES / SCOPE



## TAB 5 – PRODUCTS AND SERVICES / SCOPE

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

### Digital Software

#### PMWeb

PMWeb is a program and project management software that combines multiple business processes into a single, easy-to-use interface. PMWeb is designed to capture information, track progress, monitor status and provide powerful dashboards and reports. The solution is 100% web based, is built with modern technologies from the ground up, works with multiple browsers and tablets (iOS, Windows, Android) and smartphones (iOS, Android, etc.) and is designed for the best end-user experience. Clients have the option to deploy PMWeb as Software as a Service (SaaS) or Self-Hosted (On-premise).

#### WalkMe

WalkMe (see <https://www.walkme.com/>) is a 3rd party digital web-based navigation tool that allows for the creation of custom step by step wizards and instructions. This allows each user to have their hand

held through every step of any process until they feel confident and comfortable to do it on their own. They can activate or use the wizard at any time. Individuals that we train as part of the “train the trainer” approach immediately will feel confident to lead the trainings from the very beginning. WalkMe is not required but provided as an optional add-on.

## Digital Strategy

### Organizational Change Management (OCM)

Organizational Change Management (OCM) is the process by which positive change is enacted within an organization. This initiative includes identifying the reason for change to take place, the involved parties, the effect any change will have, and the expedient and accurate communication of all change aspects to all involved parties. HKA believes that effective OCM is unequivocally instrumental in the success of a software implementation. The HKA Change Methodology includes 5 Key Elements to enact a successful change (Vision, Skills, Incentives, Resources, Action Plan).

## Digital Solutions Delivery

### Implementation Methodology

The PMWeb Implementation Methodology provides our clients with a proven process of successfully deploying software. Our approach provides a standardized method for managing the entire planning, testing and implementation process while building a solid foundation to help ensure a successful deployment and adoption for our clients. We realize there are often several versions of standard practices used within large organizations. Our tools and engagement methodology provide the flexibility and standardization to bring success to an entire organization, at all levels. Our implementation methodology incorporates years of hands-on experience with industry-accepted processes and procedures

### Software Configuration

The HKA team has experience implementing software with many different public agencies. From these experiences we have been able to develop an implementation approach that combines traditional waterfall project management methodologies coupled with agile concepts. Our process has evolved over time and the core of its success lies with involving our clients early and quickly in the implementation process. PMWeb is perfect for this approach because it is easy to learn, comes ready with many pre-built features, and has many configuration tools that are designed for clients to tailor the system to their specific needs.

### Business Intelligence and Microsoft PowerBI

PMWeb's Business Intelligence (BI) Reporting tool allows for virtually unlimited design options. MS SQL Server Reporting Services (SSRS) is the Business Intelligence (BI) Reporting tool that is integrated seamlessly into PMWeb. SSRS give PMWeb clients many advantages. Clients nearly always have desired customizations for the reports and the default reports become an excellent starting point for clients in-house report writers or for HKA to configure and customize.

We also offer the ability to integrate with our clients Microsoft PowerBI which would allow users to create their own custom dashboards with their own widgets using the datasets provided from PMWeb. Note PowerBI would require a dedicated server for a direct connection.



- 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

### Industry Markets Served

Industry Markets Served		
Asset Lifecycle Management	Capital Planning	Condition Assessment
Construction Management	Data Management	Facility Condition Assessment
Facility Maintenance	Facility Operations	Program Management
Site Selection and Planning	Stakeholder Engagement	



## TAB 6 – REFERENCES



## 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 Served
- 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>.

## Universities



**HARVARD**  
UNIVERSITY

- Harvard University
- Princeton
- Boston College
- Carnegie Mellon University
- Stanford University
- University of Washington
- Boston University
- Arizona State University

## Healthcare



- National Health Service
- UC Davis Health System
- Washington University in St. Louis School of Medicine
- University of Mississippi Medical Center
- Johns Hopkins School of Medicine
- ZEISS

## Government



- United Nations
- City of San Diego
- State of Connecticut
- Kauai County Water Department
- Orange County Sanitation Department
- Sacramento Water & Sewer
- Prince Williams County Public Schools
- Dormitory Authority of the State of NY
- City of Bend

## Hospitality

**NBCUniversal**

- NBC Universal
- Marriott Vacation Club
- Great Wolf Lodge
- Las Vegas Sands Corp.
- BRE Hotels & Resorts
- Dubai Parks & Resorts
- DiamondRock Hospitality
- Strategic Hotels & Resorts

## Energy & Resources



- National Fuel
- Endeavor Energy
- Lake Oswego Tigard Water Partnership
- Passaic Valley Sewage Commission

## Retail & Banking



- Regions Bank
- European Investment Bank
- Wegmans
- Whataburger
- Delaware North
- Ahold/Delhaize USA



## Transportation



- Atlanta International Airport
- Dubai International Airport
- Alaska Airlines
- Boston Logan International Airport
- Tucson International Airport
- San Diego International Airport
- Al Maktoum International Airport at Dubai World Central
- Omaha Airport Authority
- Colorado Department of Transportation
- Port of Los Angeles
- Transport for New South Wales
- Brightline Trains

## Engineering, Design & Consulting



THE ART & SCIENCE OF BUILDING

- Clayco
- Brown and Caldwell
- CRB
- Finrock
- DBI Construction Consulting
- Black & Veatch
- Integrated Facilities Solutions
- HKA Global Pty Ltd. – AUS
- Project Execution Group
- Collaboration, Management and Control Solutions (CMCS)

## Program & Construction Mngrs & GC's



- AECOM
- Hill International
- CDI Contractors
- Brookfield Global Integrated Solutions
- BGIS
- Decco Limited
- Hoar Construction
- Hollister Construction Services

## Developers & Property Managers



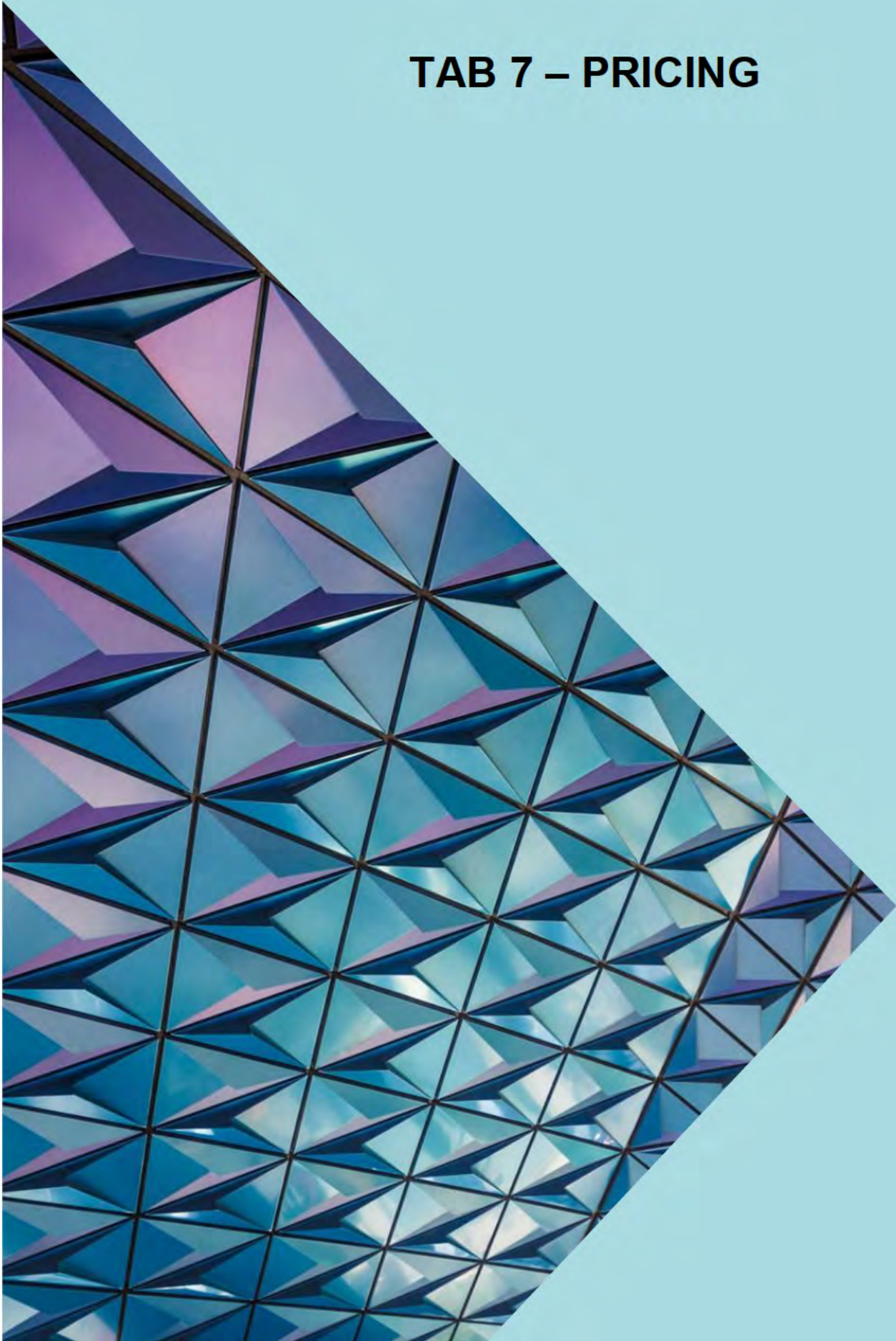
TISHMAN SPEYER

- Tishman Speyer
- CBRE
- Stonemark Management Services
- Redwood
- Eagle Hills
- Union Properties
- Watson Land Company





# TAB 7 – PRICING



## 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.

Pricing has been submitted electronically on the Bonfire portal.

# **TAB 8 – VALUE ADDED PRODUCTS AND SERVICES**





## 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.

### WalkMe & Organizational Change Management (OCM)

#### WalkMe Software

WalkMe (see <https://www.walkme.com/>) is a 3<sup>rd</sup> party digital web-based navigation tool that allows for the creation of custom step by step wizards and instructions. This allows each user to have their hand held through every step of any process until they feel confident and comfortable to do it on their own. They can activate or use the wizard at any time. Individuals that we train as part of the “train the trainer” approach immediately will feel confident to lead the trainings from the very beginning.

WalkMe pioneered the Digital Adoption Platform and HKA has been configuring WalkMe solutions for PMWeb clients for around four years now - developing efficient and effective journeys for PMWeb users across key areas of PMWeb functionality; as well as configuring WalkMe for use on a number of other software applications. WalkMe reimagines the online experience to enable technology to proactively engage a person with everything they need to quickly and correctly execute their digital journeys, without them needing to learn beforehand how to do it. This allows organizations to maximize technology investment whilst minimizing their costs.

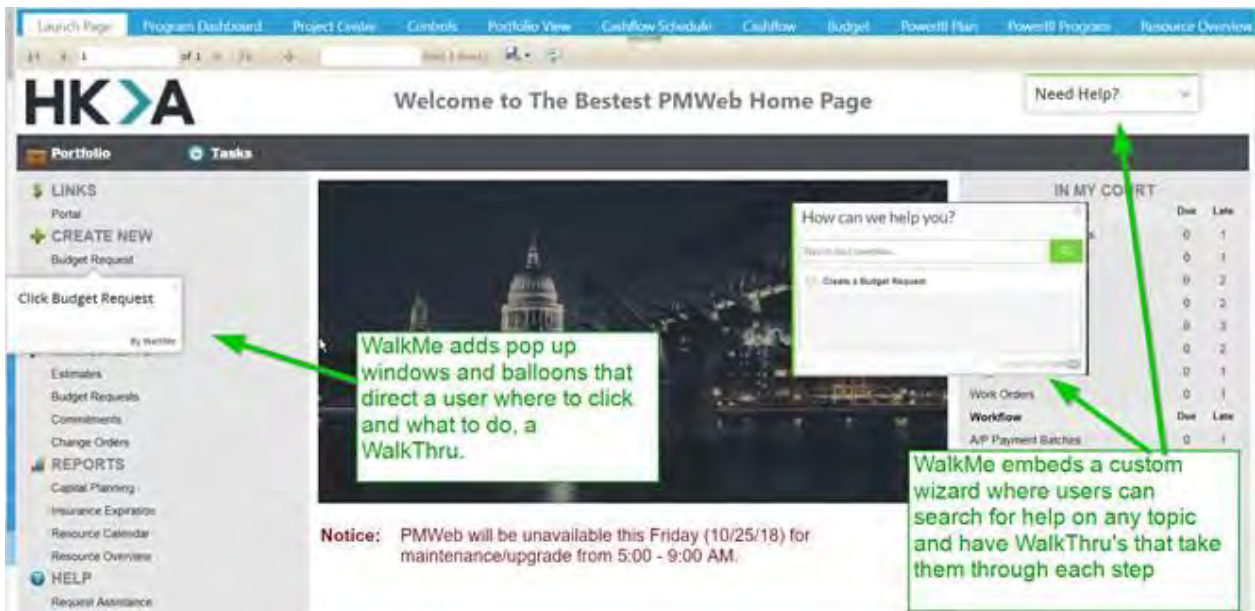
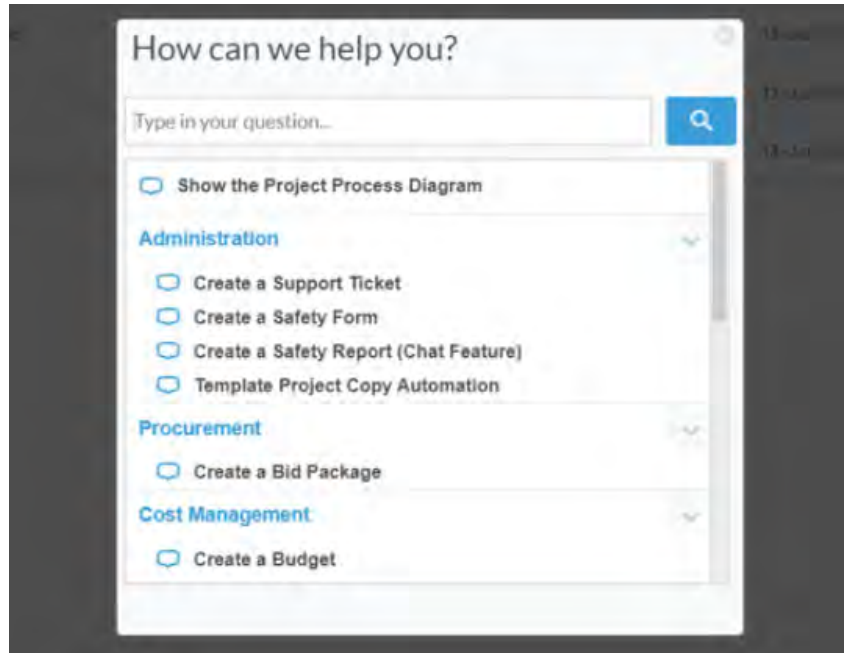


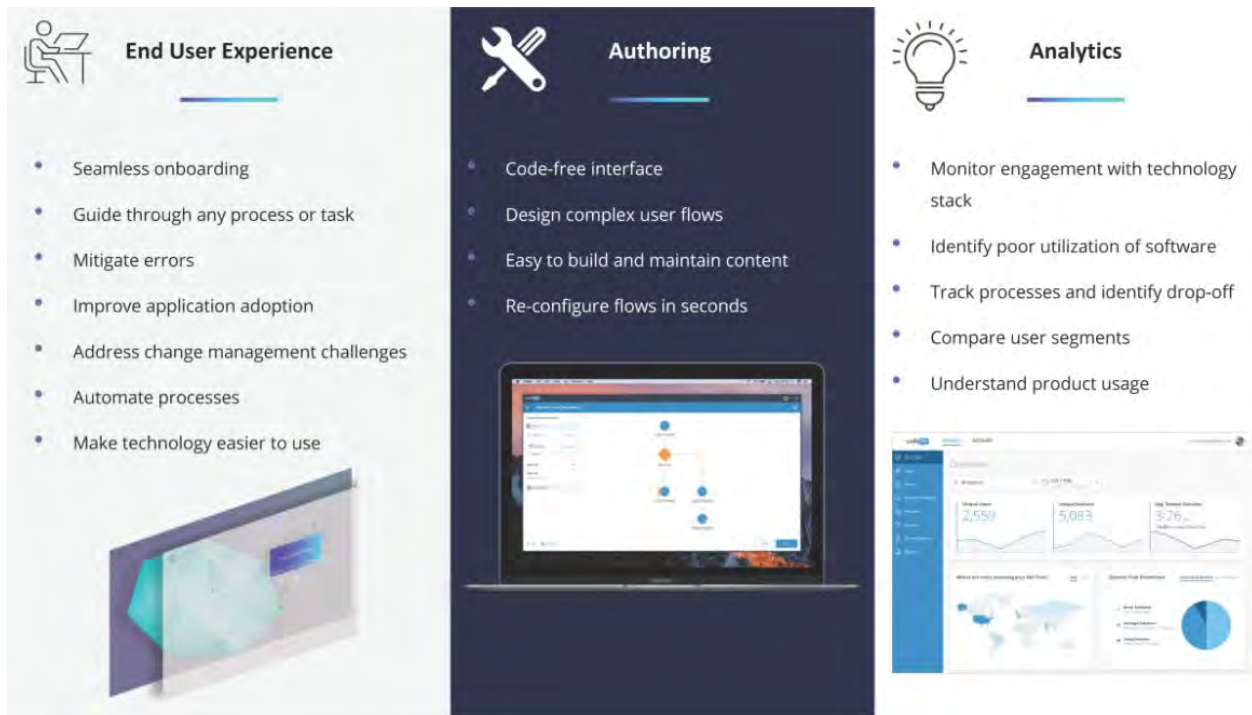
With WalkMe's Management Dashboards, you can gain a consolidated view of data from web and desktop systems across your entire user base and make data-driven decisions to propel your digital transformation initiatives forward.



WalkMe has been an overwhelming success in recent PMWeb implementations we conducted for major clients such as CDOT, Colorado Springs Utility, Ramsey County, City of Tempe, and City of Spokane. It does, however, have a cost for both the software and for HKA working with the client on its application to PMWeb. There are a number of levels of the software and a number of possible approaches.

Users engage with WalkMe content in the form of on-screen guidance, on screen automation, content validation, and so much more. The user experience is simplified by eliminating empty clicks and automating mundane tasks. WalkMe's ActionBot, a natural language chat interface, can centralize and streamline search, fill in forms and manage convoluted business processes in the one place.





## Organizational Change Management (OCM)

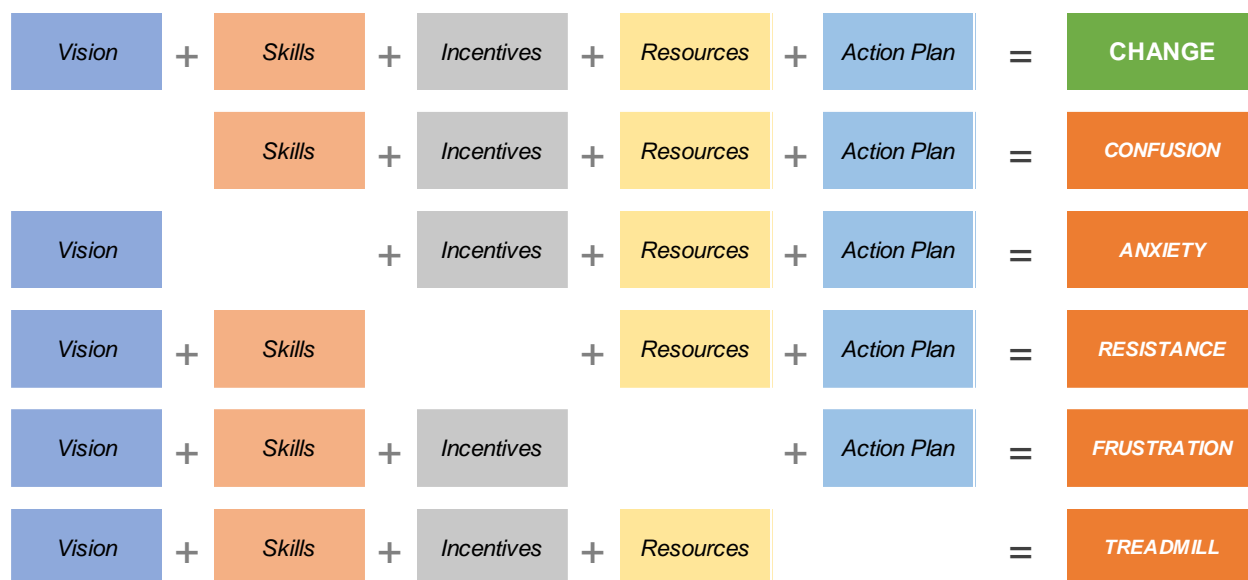
### What is Organizational Change Management?

Organizational Change Management (OCM) is the process by which positive change is enacted within an organization. This initiative includes identifying the reason for change to take place, the involved parties, the effect any change will have, and the expedient and accurate communication of all change aspects to all involved parties. PMWeb believes that effective OCM is unequivocally instrumental in the success of a software implementation.

### 5 Key Change Elements

The PMWeb Change Methodology includes 5 Key Elements to enact a successful change. The diagram below outlines the key elements and provides an understanding of how easily a change effort can be derailed if all aspects of change are not correctly understood. For the chart below, identify how the results change when only one Key Element is removed.

The PMWeb Change Methodology includes 5 Key Elements to enact a successful change. The diagram below outlines the key elements and provides an understanding of how easily a change effort can be derailed if all aspects of change are not correctly understood. For the chart below, identify how the results change when only one Key Element is removed.



The 5 Key Elements can be broken down into the definitions below:

1. **Vision**

- This comes from upper management and is the driving force behind the change
- The vision must be clear and concise, it is the foundation upon which the success, acceptance and value is derived

2. **Skills** - There are two types of Skills - Internal and External

- Internal Skills are those found within your existing team
  - Which staff members are skilled at the existing method?
  - Which staff members are able to quickly adopt new information?
  - Which staff members are able to positively and accurately disseminate new information?
- External Skills are those brought in from outside the organization
  - What new skills will need to be adopted as part of the change
  - This piece starts to involve the training for SMEs and, eventually, the front-line staff who must adopt the change

3. **Incentives** - There are two types of Incentives - Positive and Negative

- Positive Incentives
  - What benefits will the staff themselves experience from this change?
  - What benefits will upper management receive from the change?
- Negative Incentives
  - What is the downside to keeping on with the existing method?
  - What is the downside to an unsuccessful change?

4. **Resources** - There are two types of Resources staff rely on - Personnel and Assets

- Personnel
  - What hierarchical support structure will be in place to accommodate questions and issues as they arise?
  - Will there be a ticket system? Training sessions? Additional targeted group learning? Individual, one on one sessions?
- Assets

- This includes training materials, process documents, SOPs, User Guides, WalkMe, Templates, etc.

**5. Action Plan**

- The Action Plan outlines all steps necessary to complete the change from beginning to end and conclude with an assessment and evaluation
- PMWeb utilizes Kotter’s 8 Step Model of Change and can be seen below:



Step 1: Create Urgency	→ Vision/Incentive – Identify the purpose for the change
Step 2: Form a powerful coalition	→ Skills/Resources – Identify who will plan and lead the change
Step 3: Develop the Vision	→ Vision/Action Plan – Create the initial framework/timeline
Step 4: Communicate the Vision	→ Incentives/Resources/Action Plan – Build communication lines and begin implementing them
Step 5: Empower Action	→ Incentives/Skills/Resources/Action Plan – Provide the team with reasons and resources
Step 6: Create Short Term Wins	→ Skills/Resources/Action Plan – Provide deliverables and showcase the value of the change
Step 7: Build on the Change	→ Action Plan – Consistency and follow through of the original vision
Step 8: Make Change Stick	→ Resources/Action Plan – Provide accessible help, regular communication, and implement a feedback loop for End Users



## Deliverables

Deliverable	Key Element(s)	Description
Change Goals and Purpose	Vision	This document will outline the initial reasons for the change, provide a clear concise purpose to be referred to when communicating the change to the End Users, and be used to help develop the Benefits Realization plan
Process Maps, SOPs, Flow Charts	Vision	These documents will come out of the Existing Process Discovery meetings and be used to identify pain points and help develop user stories
Business Capability Assessment Doc	Skills	The Business Capability Assessment is used to determine how much of a gap lies between the current skills/policies/procedures and those expected as a result of the change
Benefit Identification Doc	Vision / Incentive	This will list out the anticipated positive results of the change and be used as a reference when making decisions during the change process
Change Strategy Outline	Vision	The Change Strategy Outline is the schedule and map of all milestones during the change process
Communication Plan	Resources / Action Plan	This document includes everything related to communicating the change to End Users, including methods and timeline
Training Schedule	Vision / Resources / Action Plan	The Training Schedule outlines how long training will take for any given user, how long it will take to train the End User group, and any deliverables needed for the process
WalkMe (Training Material)	Resources	Training Materials (in this case, WalkMe) are their own deliverable asset
List of Trainers	Resources / Skills	This list will identify which of the End Users should be trained first, and eventually be trained in providing the training moving forward
Workplace Readiness Doc	Skills	The final step prior to beginning training is an assessment of how prepared the End User group is to receive training and seeing the change implemented. This document outlines those findings
Communication Plan (Updated)	Action Plan	This is an extension of the Communication Plan and will act as the guideline for communication moving forward. A key element of this is identifying who, in house, will manage future communication
Ongoing Support Plan	Resources / Action Plan	This document consists of identifying how the End Users will communicate back to the change management team and what the update/bug fix process involves
Benefits Realization Plan	Vision	This meeting compares the Change Goals, Purpose, and Benefit Identification Document against the actual outcomes. It is used to assess the success of the change management process

PMWeb Implementation Alignment

The chart below outlines the OCM effort within the broader context of the PMWeb Implementation.



# TAB 9 – REQUIRED DOCUMENTS





# TAB 9 – REQUIRED DOCUMENTS

## Federal Funds Certifications

### Federal Funds Certifications

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

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

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

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

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

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

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

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



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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



Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**CERTIFICATION OF ACCESS TO RECORDS**

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

---

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

Offeror: HKA Tech, LLC

Address: 10801 W. Charleston Blvd, Suite 175

City, State, Zip: Las Vegas, NV 89135

Authorized Signature: 

Date: 7/18/2022



## Clean Air and Water Act & Debarment Notice

### Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>HKA Tech, LLC</u>
Print Name	<u>Gino Wideen</u>
Address	<u>10801 W. Charleston Blvd, Suite 175</u>
City, State, Zip	<u>Las Vegas, NV 89135</u>
Authorized signature	<u></u>
Date	<u>7/18/2022</u>

## Contractors Requirements

### **Contractor Requirements**

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

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



Date

7/18/2022

## Antitrust Certification Statements

### **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>HKA Tech, LLC</u>
Address	<u>10801 W. Charleston Blvd, Suite 175</u>
City/State/Zip	<u>Las Vegas, NV 89135</u>
Telephone No.	<u>702-304-4704</u>
Fax No.	<u></u>
Email address	<u>GinoWideen@hka.com</u>
Printed name	<u>Gino Wideen</u>
Position with company	<u>Partner</u>
Authorized signature	<u></u>



## Required Clauses for Federal Assistance by FTA

### **Required Clauses for Federal Assistance provided by FTA**

#### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

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

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

#### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)



- implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

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

#### **DISADVANTAGED BUSINESS PARTICIPATION**

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

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



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

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

#### **ENERGY CONSERVATION REQUIREMENTS**

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

#### **FEDERAL CHANGES**

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

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

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



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

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

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

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

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

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

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

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

## State Notice Addendum

### **State Notice Addendum**

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

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

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

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