

# PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

AMENDMENT #4  
 STANDARD PO NUMBER  
 CONTRACT PO NUMBER 2654324  
 REVISION  
 REVISION

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES	DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT GENERAL SERVICES
FUNDING SOURCE (Percent) FEDERAL    %    STATE    %    CITY 100%    OTHER    %	DEPARTMENT CONTACT PERSON ED PORCHE	PHONE NO. 628-0910
CONTRACTOR'S NAME: ASSETWORKS, INC.		DATE PREPARED 11/13/14
CONTRACTOR'S ADDRESS: 998 OLD EAGLE SCHOOL ROAD, SUITE 1215 WAYNE, PA 19087	ENGINEER'S ESTIMATE <input type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE <input checked="" type="checkbox"/> TOTAL CONTRACT AMOUNT    4,235,366.88 TOTAL CPO AMOUNT    4,235,366.88 CHANGE AMOUNT    117,000.00	
PHONE NO. (905) 629-8727	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 49-0521049		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PURPOSE OF CONTRACT: AUTOMATION OF GARAGES AND FUEL SITES AND PROPERTY MANAGEMENT SOFTWARE CHARGE ACCOUNT: 1000-470100-006004-617900-12153-000000-A4510 \$90,000.00 1000-470010-006004-617900-11830-000000-A4510 \$27,000.00		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER	TIME & DATE IN
	<b>REQUESTING DEPARTMENT</b>   AUTHORIZED DEPARTMENT REPRESENTATIVE	11-14-14
NOV 19 2014	<b>BUDGET</b> <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   BUDGET DIRECTOR OR DEPUTY	DEC - 1 2014
	<b>GRANT MANAGEMENT SECTION</b> <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  GRANT ACCOUNTANT	CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DIVISION 14 DEC - 3 PM 3:26
DEC 02 2014	<b>FINANCE DEPARTMENT</b> <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   FINANCE DIRECTOR OR DEPUTY	12/3/14
	<b>LAW DEPARTMENT</b> <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL   CORPORATION COUNSEL	12/3/14
	<b>PURCHASING DIVISION</b>   PURCHASING DIRECTOR	7/22/15

RECEIVED

DEC 03 2014

CITY OF DETROIT CITY COUNCIL APPROVAL JCC REFERENCE: PAGE \_\_\_\_\_ DATE \_\_\_\_\_

**PROFESSIONAL SERVICES CONTRACT**

**BETWEEN**

**CITY OF DETROIT MICHIGAN**

**AND**

**ASSETWORKS, LLC**

**CONTRACT CPO No. 2654324**

**AMENDMENT No. 4**

**CITY OF DETROIT  
AMENDMENT AGREEMENT NO. 4  
TO CONTRACT NO. 2654324**

This amendment of Contract No. 2654324 (herein called the "Amendment") dated October 12, 2014. City of Detroit, a Michigan municipal corporation, acting by and through its General Services Department ("City"), and AssetWorks, LLC, a Delaware Limited Liability Corporation, with its principal place of business located at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 (hereinafter together with its assignees and successors in interest called the "Contractor").

**WITNESSETH:**

**WHEREAS**, the City of Detroit has engaged the Contractor to provide certain ("services") to the City, and

**WHEREAS**, the City and the Contractor have entered into a Contract reflecting the terms and conditions governing the subject engagement, and

**WHEREAS**, it is the mutual desire of the parties to enter into this Amendment to amend the Contract as set out in detail in the following sections:

**WHEREAS**, the main purpose of this Amendment is to add additional funds and time to this Amended Contract

**NOW, THEREFORE**, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

1. AMENDMENT TO ARTICLE 4  
CONTRACT EFFECTIVE DATE OF TIME AND PERFORMANCE

Section 4.03, Article 4 which now reads:

The City and the Contactor agrees that the Contact commencement date is November 3, 2004.  
The Contract shall terminate on November 2, 2014.

Section 4.03, Article 4 Is Amended to read:

The City and the Contactor agrees that the Contact commencement date is November 3,2004.  
The Contract shall terminate on May 2, 2015.

2. .AMENDMENT TO ARTICLE 7  
COMPENSATION

Section 7.01 of Article 7, which now reads:

Compensation for services shall not exceed the amount of Four Million One Hundred Eighteen Thousand, Three Hundred Sixty Six Dollars and 88/100 (\$4,118,366.88), inclusive of expenses, and will be paid in the manner set forth in Exhibit B, B-1, B-2, B-3 and B-4. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitle for performance of Services under this Contract.

Section 7.01 of Article 7, is amended to read

Compensation for services shall not exceed the amount of Four Million Two Hundred Thirty Five Thousand, Three Hundred Sixty Six Dollars and 88/100 (\$4,235,366.88), inclusive of expenses, and will be paid in the manner set forth in Exhibit B-5. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitle for performance of Services under this Contract.

#### 8. EFFECT OF AMENDMEND TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

8.01 With the exception of the provisions of the Contract specifically contained in the Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

#### 9. AMENDMENT AUTHORIZATION

9.01 This Amendment to the Contract shall not become effective until:

- (a) The Amendment has been approved by the required City departments;
- (b) The Amendment has been authorized by resolution of the City Council, and
- (c) The Amendment has been signed by the City's Purchasing Director

Prior to the approvals set forth in this Article 9 of the Amendment, the Finance Director shall not authorized any payments to the Contractor pursuant to this Amendment, nor shall the City incur any liability to pay for any services or to reimburse the Contractor for any expenditures authorized by this Amendment.

**IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorize officers and representatives, have executed this Contract as of the dates of their respective signatures:**

**WITNESSES:**

1. Katherine Poe  
(signature)

Katherine Poe  
(print name)

2. Bob Carney  
(signature)

Bob Carney  
(print name)

**WITNESSES:**

1. Michael Johnson  
(signature)

MICHAEL JOHNSON  
(print name)

2. Linda Taylor  
(signature)

Linda Taylor  
(print name)

**THIS AMENDMENT WAS APPROVED  
BY THE CITY COUNCIL ON  
THE**

JAN 27 2015

Bonnie Jant 2/02/15  
Purchasing Director Date

**CONTRACTOR: AssetWorks, LLC**

BY: John A. Hines III  
(signature)

John H. Hines  
III  
(print name)  
President  
(title)

**CITY OF DETROIT:  
General Services Department**

BY: Brad Dick  
(signature)

Brad Dick  
(print name)

Director  
(title)

**APPROVED BY LAW DEPARTMENT  
PURSUANT TO SECTION 6-406 OF  
CHARTER OF THE CITY OF DETROIT**

[Signature] 12-3-14  
Corporation Counsel Date

**THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING  
DIRECTOR.**

**CITY ACKNOWLEDGMENT**

**CITY ACKNOWLEDGMENT**

STATE OF Michigan )  
 )SS.  
COUNTY OF Wayne )

The foregoing contract was acknowledged before me the 14<sup>th</sup> day of November,  
2011, by Brad Dick  
(name of person who signed the contract)  
the Director  
(title of person who signed the contract as it appears on the contract)  
of General Services  
(complete name of the City department)  
on behalf of the City.

Edward E. Porcne

Notary Public, County of Wayne

State of Michigan

EDWARD E. PORCNE  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE

My commission expires: Dec 15, 2014  
SITING IN COUNTY OF Wayne

**LIMITED LIABILITY CORPORATE ACKNOWLEDGMENT**

STATE OF PA )  
 )SS.  
COUNTY OF Chester )

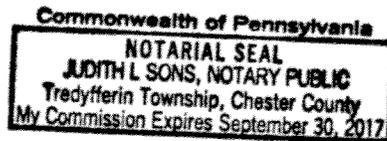
The foregoing contract was acknowledged before me the 31 day of Oct,  
20 14, by John H. Hines III  
(name of person who signed the contract)  
the President  
(title of person who signed the contract as it appears on the contract)  
of AssetWorks LLC  
(complete name of the corporation)  
on behalf of the Corporation.

Judith L Sons

Notary Public, County of Chester

State of PA

My commission expires: 9/30/2017



**LIMITED LIABILITY CORPORATION CERTIFICATE OF AUTHORITY**

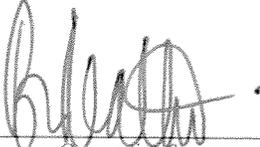
I, Brian Beattie, Corporate Secretary of AssetWorks LLC, a for profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on November 11, 2014, and that the same is now in full force and effect

**"RESOLVED**, that the Chief Executive Officer, the Chief Financial Officer, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

**FURTHER, I CERTIFY** that Mark Miller is Chief Executive Officer, and that Brian Beattie is Chief Financial Officer, Treasurer, and Secretary.

**FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. 2654324 between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

**IN WITNESS THEREOF**, I have set my hand this 11<sup>th</sup> day of november, 2014.  
CORPORATE SEAL  
(if any)

  
\_\_\_\_\_  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**

**LIMITED LIABILITY CORPORATION CERTIFICATE OF AUTHORITY**

I, David Pena, Corporate Secretary of Assetworks LLC, a Delaware corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 8/2008 + 1/2014, and that the same is now in full force and effect

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that \_\_\_\_\_ is Chairman,  
\_\_\_\_\_ is President,  
\_\_\_\_\_ is (are) Vice President(s),  
\_\_\_\_\_ is Treasurer,  
\_\_\_\_\_ is Secretary,  
\_\_\_\_\_ is Executive Director, and  
\_\_\_\_\_ is \_\_\_\_\_.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. 2741015 between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 2 day of NW, 2014  
CORPORATE SEAL  
(if any)

David Pena  
Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**

## EXHIBIT A-2

### ADDITIONAL SCOPE OF SERVICES

#### 1– Project Overview

As a result of this Amendment No. 2, the Contractor shall provide the same Software and Services to The Detroit Department of Transportation (“DDOT”) as was provided to the City in the original Contract number 2654324 and in Amendment No. 1. This Amendment No. 2 also adds DDOT’s revenue vehicles to the AssetWorks (successor to Maximus) FleetFocus M5 Transit unit licensed version of the application as defined in the original Contract. As a result of this Exhibit A-2, the Contractor shall provide the Services identified herein to DDOT.

#### 1.0 – Department Overview

DDOT is a provider of public transit in Detroit, Michigan. DDOT’s bus fleet of 450 vehicles serves the Detroit metropolitan service area that encompasses some 2300 square miles. The fleet is maintained at three (3) locations. DDOT employs over 1,500 people who perform a variety of functions to support the organization’s commitment to customers.

Estimated volumes for the purpose of estimating the size of the implementation are as follows:

Number of Employees Concurrently Using System: 60  
Number of Buses: 450  
Number of Facilities: 6  
Number of Mechanics: 240

#### 1.1 Maintenance System Functionality

The Contractor shall provide the necessary AssetWorks FleetFocus M5 Transit Unit (“M5”) licensed software to include DDOT’s revenue vehicles. M5 software shall provide all the modules and functionality specified in the original Contract for DDOT’s non-revenue vehicles and add the functionality and Services for public transit vehicles for DDOT’s revenue vehicles. DDOT’s software and vehicles shall be set-up in a separate database from other City of Detroit Departments. Additional modules shall include:

- Performance measures
- Dashboards
- Shop Portal
- Development Services (to be defined)

The Contractor shall prepare and provide to DDOT an electronic copy of complete, final training documentation that thoroughly explains use of the application customized for DDOT (screen by screen), and shall train at least thirty (30) members of DDOT's maintenance supervisory staff on the use of M5 applications. A minimum of eight (8) hours of training on ad-hoc reporting shall also be provided to at least ten (10) DDOT staff members. A minimum of eight (8) hours of System Administrator training shall be provided to three (3) DDOT staff members on the set-up, security, configuration and tools necessary to control functionality and reporting capabilities of the M5 software. Access to this functionality, as well as reporting database, shall be provided to DDOT staff.

In addition to specifications required as part of the original contract, AssetWorks' FleetFocus M5 Transit Unit licensed software shall, at a minimum, meet the specifications listed in the following table:

<b>Section A - General &amp; Technical Requirements</b>	
1	The Fleet and Facility Systems (System) shall be available for use 24 hours a day/seven (7) days a week. Maintenance and/or downtime of applications shall be done at a time agreed upon between DDOT and Contractor.
2	DDOT data shall be set-up in separate database from other City of Detroit Departments for Fleet and Facility applications.
3	DDOT IT staff shall have access to reporting database used by applications.
4	The application shall utilize components to aid in interoperability with other applications.
5	The database layer shall utilize the Oracle or SQL Server Relational Databases.
6	The System shall be completely Web based, and run within a Web Browser.
7	There shall be no application software that requires installation on the client workstation; this includes help files, executables or database software. The System shall be accessible purely from a Web browser.
8	The System shall utilize screen tabs to organize data that requires more than one screen to display. At the user's option, the tabbed format of the screen shall be changed to a scrolling screen where all screen tabs are displayed simultaneously.
9	The System shall allow users to navigate directly from one screen to any other screen or program through the use of Windows Explorer style menus.
10	The System shall allow authorized users to customize all application menus.
11	The System shall provide extensive on-line help.
12	The System shall provide automatic numbering features for units, work orders, purchase orders and requisitions, but shall allow for user defined number sequences to be assigned.
13	The System shall utilize the ATA VMRS repair code structure or structure set-up by DDOT.
14	The System shall have the capability of copying unit information from one unit to another. For example, when setting up 50 similar units on the System, the System shall enable us to set up a master record and duplicate it for each additional similar unit.
15	The System shall provide a spell checker for any text that is input into the system as notes.
16	The System shall provide a built in system utility where individual users can customize their own home page, and add commonly used Web page links, as well as commonly used functions of the System.
17	The System shall allow users to attach image files, document files or multimedia files to any static record of the System.

18	The System shall have a comprehensive offering of standard reports that can be set up to run on a regular scheduled basis.
19	The standard reports of the System shall include graphic representation of data in the form of bar charts, pie charts and scatter charts.
20	The System shall provide a "dashboard" feature where users can configure and unlimited number of key performance indicators that display graphically and provide real time alerts when user defined thresholds are reached or exceeded.
21	The System shall provide features where all standard reports of the System can be output as PC files in the following formats; Adobe Acrobat, Microsoft Word, Excel, Text File, Rich Text, Comma Delimited, or tab delimited.
22	The System shall allow DDOT to configure security, and access to database dictionary to create custom reports.
23	The System shall provide the ability to create an unlimited number of user-defined fields for units, technical specifications, parts, locations, purchase contracts, departments and vendor records.
<b>Section B - Equipment Information</b>	
1	The System shall allow access to a unit record, on any screen where unit number is input, by the following fields: <ul style="list-style-type: none"> <li>• Unit number</li> <li>• License number</li> <li>• Serial number (Vehicle Identification number).</li> <li>• Purchase order number</li> <li>• Requisition number</li> <li>• Fuel Card Number</li> <li>• Using Department</li> <li>• Owning Department</li> <li>• Operator ID</li> <li>• Any User Defined Field and its value</li> </ul>
2	The System shall allow for a minimum seven levels of class coding on a per unit basis and all class codes shall be user defined.
3	The classification features shall consist of 2 major classifications; one, maintenance class, to represent a group of equipment that has similar maintenance requirements, the other, technical specifications, to represent a group of equipment with identical physical characteristics (year, make, model, engine, transmission, etc.).
4	The System shall allow for recurring or forecasted jobs (P.M.'s, inspections, etc.) to be assigned and controlled by these major classifications.
5	The System shall provide for exception parameters to be controlled at the maintenance class level. The Systems maintenance class file shall contain the following exception criteria: <ul style="list-style-type: none"> <li>• Repair Reason - maximum cost and number of occurrences</li> <li>• System (engine, transmission, etc.) - maximum cost</li> </ul>
6	The System shall provide the ability to create an unlimited number of user defined fields for equipment and technical specifications records.
7	The System shall provide the user the ability to create the following system codes. These

	<p>codes shall be validated wherever input in the System. In addition, the System shall provide a look up capability for all code information:</p> <ul style="list-style-type: none"> <li>• Maintenance Class Codes</li> <li>• Technical Specification Codes</li> <li>• Status Codes (Active, Inactive, Retired, etc.)</li> <li>• Activity Codes</li> <li>• Description Codes (Chassis, Body, etc.)</li> <li>• Repair Codes</li> <li>• Repair Reasons</li> <li>• System, Component and Part Codes</li> <li>• Location Codes</li> <li>• Department Codes</li> <li>• Account Codes</li> <li>• Rental Codes</li> <li>• Fuel Type Codes,</li> <li>• Vendor Codes</li> <li>• Budget Codes</li> <li>• Manufacturer</li> <li>• Make</li> <li>• Model</li> </ul>
8	The code look up feature shall provide wild-card capabilities. Access to the lookup feature shall be gained from the specific field through the use of a function key or a command bar.
9	<p>The System shall provide for a "reasonableness" check of all critical data. The data validated shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Meter readings</li> <li>• Dates</li> <li>• ATA codes</li> <li>• Specification information</li> </ul>
10	The System shall control work order spending limits on a per unit basis as well as at the maintenance class level.
11	The System shall warn user when work order spending limits are exceeded.
12	<p>The equipment display shall contain the following data fields:</p> <ul style="list-style-type: none"> <li>• unit number</li> <li>• license plate number</li> <li>• purchase order number</li> <li>• requisition number</li> <li>• year</li> <li>• make</li> <li>• model</li> <li>• technical specification number</li> <li>• maintenance classification code number</li> <li>• primary maintenance location</li> </ul>

	<ul style="list-style-type: none"> <li>• location garaged in</li> <li>• fueling location</li> <li>• user department</li> <li>• activity code</li> <li>• owning department</li> <li>• registration type (commercial, passenger, etc.)</li> <li>• registration state</li> <li>• registration expiration date</li> <li>• emission inspection date</li> <li>• serial number</li> <li>• equipment status code</li> <li>• special permit number</li> <li>• title number</li> <li>• in-service date</li> <li>• operating shift code</li> <li>• primary meter reading</li> <li>• secondary meter reading</li> <li>• acquisition meter reading</li> <li>• in service meter reading</li> <li>• disposal date</li> <li>• unlimited notes fields</li> </ul>
13	The System shall contain accounting information (replacement fund, depreciation, etc.) on a per unit basis.
14	<p>The unit accounting record shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• billing account (a minimum of 32 characters )</li> <li>• rental code</li> <li>• asset number</li> <li>• maximum work order cost</li> <li>• purchase order number</li> <li>• requisition number</li> </ul>
15	<p>The replacement fund portion of the unit accounting record shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• period contribution</li> <li>• fund account number</li> <li>• fund status</li> <li>• estimated replacement cost</li> <li>• periods contributed</li> <li>• expected life</li> <li>• periods depreciated</li> </ul>
16	<p>The depreciation portion of the unit accounting record shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• depreciation status</li> <li>• depreciation type</li> </ul>

	<ul style="list-style-type: none"> <li>• purchase amount (by chassis, by body/equipment)</li> <li>• depreciation account number</li> <li>• depreciation periods left</li> <li>• salvage value</li> <li>• salvage percentage (salvage value as a percentage of purchase amount)</li> <li>• current period depreciation</li> <li>• depreciation adjustment</li> <li>• capitalized cost adjustment</li> <li>• accessories cost</li> </ul>
17	<p>The sale information portion of the unit accounting record shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• date of sale</li> <li>• amount (proceeds from sale)</li> <li>• expenses (expenses incurred related to the sale of the unit, repairs, auction fees, etc.)</li> <li>• sale type (e.g. external auction including vendor name, salvage, employee auction)</li> <li>• sold by</li> <li>• sold to</li> </ul>
18	<p>The System's equipment file shall contain the following cost or statistical data for each month and each year that the unit has been in service, as well as life to date:</p> <ul style="list-style-type: none"> <li>• Work orders opened</li> <li>• Usage (miles, hours, kilometers)</li> <li>• Labor hours charged</li> <li>• Labor cost charged</li> <li>• Part number charged</li> <li>• Parts cost charged</li> <li>• Commercial repair cost charged</li> <li>• Type of fuel utilized</li> <li>• Fuel cost charged</li> <li>• Fuel quantity charged</li> <li>• Oil cost charged</li> <li>• Oil quantity charged</li> <li>• Miscellaneous cost charged (fluids, etc.)</li> <li>• Billed Amounts</li> </ul>
19	<p>The System shall allow for the tracking of equipment downtime using two methods, the operating schedule of the unit downtime, and shop downtime, concurrently, on a per repair and per unit basis.</p>
20	<p>The System shall also track downtime status (i.e. waiting for parts, waiting for labor, work in progress, etc.). These status codes shall be unlimited and user definable.</p>
21	<p>The System shall have the ability to track an unlimited number of warranties on a unit by unit basis (this would include system, component and accessory warranties in addition to the new vehicle warranty).</p>

22	The System shall track each warranty assigned to a unit by usage, time, and the vendor responsible for the warranty.
23	The System shall provide for an optional warning flag to appear when a job for a warrantable item is added to a work order.
24	The System shall provide for the association of an unlimited number of units (trailers, bodies, aerial devices welders, etc.) to a main or base unit.
25	Any P.M. scheduling for the base unit shall take into account the P.M. schedule and requirements of any associated units and vice-versa.
26	The System shall also have the capability to combine costs and downtime for the base and associated units and/or maintain them separately. This shall be user definable.
27	The System shall be capable of reporting real-time vehicle availability based on pre-defined criteria.
28	The System shall allow for the changing of unit numbers and/or the transfer of associated units to a primary unit without affecting the maintenance cost or history. Audit trails shall be maintained for all changes.

**Section C - Bar-Code Capabilities**

1	The System shall have the capability to capture all shop floor labor and parts via fixed bar-code hardware on a real time basis.
2	The System shall have the capability to utilize portable bar code readers to capture labor, parts, and inventory counts, to be uploaded at a later time.
3	The System shall be capable of printing bar-coded work orders at each business location. The information bar-coded on the work order shall include the unit or function that the work order is assigned to, as well as the work order number and all job codes.
4	The System shall be capable of printing bar code labels for parts and prompt the user at the time of parts receipt.
5	Inventory purchase orders and stock transfer requests shall contain bar codes for automated data entry.
6	The System shall provide a utility where any bar code that the user desires can be printed.

**Section D - Technician Portal**

1	The System shall provide an easy to use touch screen interface for technicians to use on the shop floor and record notes
2	The portal shall allow technicians to easily clock on (charge labor) to jobs and automatically track labor hours.
3	The portal shall allow technicians to easily add notes to jobs on work orders.
4	The portal shall allow technicians to easily add jobs to the work order.

**Section E - Work Orders and Preventive Maintenance (PM)**

1	<p>The System shall be capable of displaying all open and closed work orders by user defined search parameters. The System shall also allow the user to display work order and job detail for any work orders displayed by the use of screen buttons. This display shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• date opened</li> <li>• meter reading</li> <li>• location</li> </ul>
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	<ul style="list-style-type: none"> <li>• unit number</li> <li>• work order number</li> <li>• job code</li> <li>• job description</li> <li>• job status</li> </ul>
2	<p>Search parameters for the display shall consist of the following:</p> <ul style="list-style-type: none"> <li>• unit/department number</li> <li>• location</li> <li>• job code</li> <li>• work order status</li> <li>• reason for visit</li> <li>• time to search back</li> <li>• work order number</li> </ul>
3	Selection criteria for displaying work orders shall also allow for wildcarding by all criteria elements.
4	The System shall be capable of allowing application of charges to closed work orders. Audit trails shall be maintained for all charges to closed work orders.
5	The System shall provide for an unlimited number of recurring or forecasted jobs (PM, inspections, etc.) per unit.
6	The System shall be capable of scheduling these jobs independent of each other or dependent on another.
7	The System shall also have the ability to control and assign recurring or forecasted jobs on a per unit basis, or by an entire class or group of units.
8	<p>The System shall provide a means for the user to control scheduling the following for each job:</p> <p>Location that the job should be scheduled for.</p> <p>Job intervals (set by usage (primary and secondary meter), time, and fuel consumed). Usage shall be obtainable from both the primary and secondary meters. Both meters shall have validation features to reduce the possibility of erroneous input.</p> <p>Absolute or Relative intervals:</p> <p>ABSOLUTE would indicate that a job shall be scheduled based on the interval without regard to when it was last performed (i.e. a job which has an interval of 5000 miles would be scheduled at 5000, 10000, 15000 etc., with no relation to when the job was last performed).</p> <p>RELATIVE would indicate that a job shall be scheduled based on the interval, relative to when it was last performed (i.e. a job which has an interval of 5000 miles would be scheduled every 5000 miles relative to when it was last performed), whether the job is recurring or non-recurring.</p>
9	The System shall also provide for unlimited notes fields for the purpose of job checklists, technical information, procedures, etc.

10	The System shall allow for the building of a bill of materials for all job codes within a technical specification class. This bill of materials shall include necessary parts codes, system averaged labor requirements, and necessary crew size.
11	The System shall allow for work order assignment to a piece of equipment, function, department, or outside agency.
12	The System shall maintain a work request (PM's/Jobs that have either been forecasted and are approaching their "due" window, or that were reported as needing to be performed) queue for each unit in the system. Upon opening a work order for a unit, the System shall have the capability to notify the user that additional work is pending and a description of the pending work.
13	The Work Order System shall allow the user to select any or all open work requests as jobs on the work order.
14	The System shall allow for the creation of work requests at any time in the work order process, for jobs on a work order that could not be completed.
15	The System shall track the status of a work order from start through completion. Examples of status would be: <ul style="list-style-type: none"> <li>• waiting for parts</li> <li>• waiting for labor</li> <li>• work in progress</li> <li>• job complete</li> <li>• waiting for "outside repair"</li> </ul>
16	Summary reporting of status for analytical and management purposes shall also be provided by the System.
17	The System shall allow for the tracking of multiple repair reasons for repair per work order. Summary reporting of these reasons shall also be provided.
18	The System shall provide the capability to enter estimated costs for commercial repair onto a work order and allow for vendor analysis based on the estimated costs versus actual costs.
19	The System shall provide online method to charge commercial costs to an equipment work order.
20	The System shall allow for the markup of commercial repairs to be controlled by location.
21	The System shall allow for labor rates to be set by location or by mechanic.
22	The System shall allow for the markup of labor to be controlled by location.
23	The System shall provide a current labor display. This display shall show all active employees and the specific task they are currently performing.
24	The System shall provide a detailed unit maintenance history display with user defined search parameters for: <ul style="list-style-type: none"> <li>• Time to search back</li> <li>• Work order status</li> <li>• Job code</li> <li>• Repair reason</li> <li>• Maintenance location</li> </ul>
25	The history display shall contain the following details for every job within the user specified search parameters: <ul style="list-style-type: none"> <li>• Date opened</li> </ul>

	<ul style="list-style-type: none"> <li>• Meter reading</li> <li>• Job code and the English description for that code</li> <li>• Repair reason (accident, normal wear, P.M., etc.)</li> <li>• Work order status</li> </ul>
26	The System shall allow the user to access all work order detail for any job selected from the history display through the use of a function key. Work order detail shall include labor, parts and commercial repair.
27	The System shall allow access to this history display from the work order through the use of a function key.
28	The System shall provide for all equipment specs to be displayed on the work order through the use of a function key. This feature shall also provide the user with the option of printing all equipment specs on the work order.
29	The System shall have the capability of assigning estimated times to both preventive and corrective repair jobs. The System shall have the capability to print the estimated times for each job on the work order to which the job is assigned.
30	The System shall provide a mechanism to schedule and track recalls and campaigns. The System shall allow users to define parameters of the units that will receive the campaign by year, make, model, technical specification, serial number range and class code. The user also shall be able to define parts required, labor estimates and cost estimates. When performing the jobs, the user shall be able to easily select campaign information when creating work orders.
31	The System shall be capable of attaching image files (JPG, GIF, BMP), Movie Files (MPG, MOV, AVI) and any other Windows compatible files to the work order, work request, standard job and campaign jobs. The attached files shall be easily viewable by the user directly from the work order, work request or campaign.
<b>Section F - Employee Tracking</b>	
1	The System shall provide the capability to report a mechanic's performance against a labor standard. The labor standards shall be maintained by job code within technical specification class. Analytical and exception reports for employees, shifts, groups, and repair locations shall also be provided.
2	<p>The employee record shall contain the following data elements:</p> <ul style="list-style-type: none"> <li>• employee identification number</li> <li>• employee name</li> <li>• start date</li> <li>• termination date</li> <li>• home location</li> <li>• union</li> <li>• pay class</li> <li>• pay step (increment of pay within a class)</li> <li>• shift code</li> <li>• skill level</li> <li>• home phone</li> <li>• supervisor</li> <li>• accounting distribution code</li> </ul>

3	The System shall provide the ability to track shop owned tools, the individual to whom they are assigned or the location in the tool crib. In addition, features shall be present for the tracking of mechanic owned tools for the purpose of insurance documentation.
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**Section G - Unit Acquisition/Disposal**

1	<p>The System shall provide features for the acquisition of vehicles. These features shall include:</p> <ul style="list-style-type: none"> <li>• a mechanism where new unit specifications can be produced and revised for bidding purposes,</li> <li>• tracking of requisition and purchase order numbers with dates,</li> <li>• tracking of purchase orders for multiple units,</li> <li>• status tracking of units on order,</li> <li>• cross reference of old vehicle number to replacement vehicle number,</li> <li>• The entry of a purchase order into the System shall automatically trigger the creation of a unit record(s).</li> </ul>
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2	<p>The System shall provide features for the disposal of vehicles. These features shall include:</p> <ul style="list-style-type: none"> <li>• multiple user defined reason for disposal codes,</li> <li>• system generated work orders for disposal prep work,</li> <li>• the ability to track a unit through the different steps of the disposal process (flagged for disposal, disposal prep work in progress, name of vendor handling disposal, etc.),</li> <li>• an ability to track date of disposal, sale proceeds, depreciated book value at time of sale, sale preparation costs and net proceeds (net gain/loss of unit disposed),</li> <li>• the ability to separate disposal prep costs from the units maintenance history.</li> </ul>
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3	<p>In addition to this, the System shall provide for the following disposal related reporting capabilities:</p> <ul style="list-style-type: none"> <li>• units flagged for disposal</li> <li>• gain and loss analysis</li> <li>• auction status</li> <li>• salvage status</li> <li>• unit disposed of prior to useful life expiration</li> <li>• unamortized value of vehicle</li> </ul>
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4	<p>The System shall provide features for tracking the budget request of new vehicles. These features shall include:</p> <ul style="list-style-type: none"> <li>• Budget Category Record with estimated costs, lead times and options</li> <li>• Individual Budget Request for a single vehicle with options and costs</li> <li>• Ability to assign requisition numbers to individual unit budget request</li> <li>• Ability to assign purchase order to individual budget request</li> <li>• Ability to receive new unit against budget request and purchase order</li> <li>• Track the replacement unit and estimated delivery date on the unit budget request.</li> </ul>
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**Section H - Inventory Management Requirements**

1

The Item record shall contain the following data elements:

- Location - Current location.
- X-ref - The cross reference used to obtain the item record.
- Part number
- Description
- Unit price
- Calculated unit price
- Quantity on-hand
- Quantity on-hand reserved
- On-hand value
- Primary alternative location
- Secondary alternative location
- Percentage markup
- Stock/Non-stock
- Max. inv. level
- Min. inv. level
- Min. inv. days
- Max. inv. days
- Average use per day
- On order quantity
- Quantity on order reserved
- Quantity in transit
- In transit quantity reserved
- Adj. qty. in transit
- Turnover ratio
- Qty. in suspense
- Last issue quantity
- Last issue price
- Last issue date
- Last issue value
- Last receipt quantity
- Last receipt price
- Last receipt date
- Last receipt value
- Last transfer quantity
- Last transfer price
- Last transfer date
- Last transfer value
- Last transfer from location
- Last transfer to location
- Last physical inventory quantity
- Last physical inventory price
- Last physical inventory date
- Last physical inventory value

	<ul style="list-style-type: none"> <li>• Last physical inventory variance</li> <li>• Account code</li> <li>• Cycle count code</li> <li>• Bar code inventory</li> <li>• Bar code labels</li> <li>• Usage highest level</li> <li>• Usage lowest level</li> <li>• Cost actual</li> <li>• Cost high</li> <li>• Cost low</li> <li>• Storage locations (unlimited number of locations)</li> <li>• Seasonal code</li> <li>• Failure code</li> <li>• Commodity code</li> </ul>
2	The System shall provide for physical inventory counts based on class code, location, or random selection.
3	The System shall be capable of using bar-code readers for the automated issue and receipt of all inventory items.
4	The System shall provide for automated physical inventory counts by the use of portable bar code readers.
5	The System shall support multiple inventory locations. Each locations inventory shall be independent of other inventory locations.
6	The System shall allow for the cross referencing of multiple part/item numbers to a main part/item number. This shall be unlimited and user defined.
7	The System shall provide features that allow for the reservation of items in inventory when jobs requiring those items are scheduled in the system.
8	The System shall calculate an adjusted quantity on hand to reflect items that have been reserved, while also maintaining an actual quantity on hand.
9	The System shall provide for tracking the storage location for every item in inventory. This feature shall be capable of supporting an unlimited number of alternate locations for every item.
10	The System shall provide for the ordering of non-inventoried parts/items.
11	The System shall also display/print any receipts against the order.
12	The System shall also allow shop personnel to display any non-stocking order on-line but the shop personnel may not alter the information displayed.
13	The System shall provide a movement history report on all non-stocking items within a user-defined time frame to aid in determining which non-stocking items shall be added to the inventory.
14	The System shall contain the capability to identify non-moving items within the inventory. Further, the System shall provide the ability to delete the item record from the inventory file only when all quantity and cost for that item has been issued but maintain history of usage for reporting.
15	The System shall provide for "average cost" of items value. The System shall account for the money that is not placed in the average cost of a unit because excess money was not divisible by the quantity.

16	The System shall provide for the on-line receipt of inventory items.
17	The System shall also provide for the on-line receipt of non-inventory items. When parts are received, the System shall offer the ability to post the received parts directly to a work order.
18	The System shall provide for the on-line issuance of stock/non-stock items to: <ul style="list-style-type: none"> <li>• work order</li> <li>• direct or indirect account</li> <li>• unit</li> <li>• department or function</li> </ul>
19	The System shall be capable of generating a requisition/pick list for issued items. The pick list shall contain the following information: <ul style="list-style-type: none"> <li>• item number</li> <li>• item description</li> <li>• storage location (primary and secondary)</li> <li>• issue quantity</li> <li>• unit price</li> </ul>
20	The System shall provide a display for alternate location's inventory levels for an item that is being issued from a location whose on hand quantity is not sufficient to fill the issue, or that does not stock the particular item.
21	The System shall contain the capability to transfer items from one inventory location to another.
22	The System shall provide for items failing during the warranty period.
23	The System shall notify the User prior to issuing the new item that the old item was still under warranty.
24	The System shall track warranty by usage and time. The System shall also report all occurrences of warranty failure to aid in locating quality problems within vendor supplied goods.
25	The System shall contain the capability to assign user entered English messages to an item record. These messages are to be displayed prior to an issuance of an item. The messages shall also appear on inventory reports.
26	The System shall provide for the automated calculation of proper minimum and maximum inventory levels and provide recommended order quantities.
27	The System shall be capable of generating purchase orders for inventoried items purchased under contract, as well as generating requisitions for those inventoried items requiring cost appraisal prior to purchase.
28	The System shall allow the computer generated order quantity to be adjusted manually if desired.
29	The System shall provide cycle codes for the cyclical counting of physical inventory using various criteria including but not limited to: class code, location, random selection, and cost.
30	The System shall provide for the automated classification of inventory items into 3 classes (A, B & C) based on usage and value.
<b>Section I - Replacement Modeling</b>	
1	The System shall provide a comprehensive replacement modeling program which allows

	users to define replacement criteria and generate a list of candidates by date based upon odometer reading and age.
2	<p>The System shall allow users to prioritize the replacement model candidates list by the following factors:</p> <ul style="list-style-type: none"> <li>• Projected life to date usage at replacement year end</li> <li>• Project months in-service at replacement year end</li> <li>• Life to date repair costs</li> <li>• Life to date repair costs per usage</li> <li>• Oil Consumption / 1000 usage in the last 3 months</li> <li>• Life to date operational downtime</li> <li>• Life to date operational downtime per usage</li> <li>• Condition Report rating</li> </ul> <p>For each priority item listed above, the user shall have the ability to input a value so that when a particular unit exceeds the value it receives a higher priority factor than a unit that does not exceed the value. The user shall have the ability to place a weighting factor on each of the prioritization items which is used to assign the priority value.</p>
3	The System shall allow users to view vehicle cost and maintenance details directly from the replacement model.
4	The System shall allow users to add or delete units from the model at their discretion.
5	The System shall automatically flag units for disposal once the user has finalized the replacement model.
6	The System shall allow users to generate a replacement budget from the replacement model.
<b>Section J - Billing</b>	
1	The System shall provide a integrated billing module which operates independently from all other period end processes. The billing shall be integrated, not an ad hoc reporting process.
2	<p>The Billing module shall provide flexibility to handle three general methods for billing:</p> <ul style="list-style-type: none"> <li>• Charge-back of consumable (fuel, oil, etc..) and maintenance items</li> <li>• Monthly rental by usage, time or a combination of both</li> <li>• Motor pool or daily rental providing hourly, daily and weekly rates</li> </ul> <p>The System shall provide the flexibility to define a combination of billing methods for individual units. For example, a unit may bill with a monthly rental rate but accident repairs and fuel are charged back.</p> <p>The System shall allow for these billing types to be defined at a "class" level with the capability to override any billing parameter at a unit level.</p>
3	The System shall maintain a historical table of billing charges (revenue), independent from the historical cost (expense) tables. The System shall maintain a complete audit trail of all transactions generated.
4	The billing module shall allow users to define whether charges are billed at actual or marked-up amounts. The System shall allow mark-up amounts to be defined as a

	percentage, by charge type (parts, labor, fuel, commercial repair, etc.) by location.
5	The billing module shall mark all records billed with the fiscal period in which the charge was billed. The billing module shall ensure that charges do not get billed twice in different fiscal periods.
6	The billing program shall allow the billing to be run, reviewed, adjustments made, run again and once reviewed to the user's satisfaction, closed. When the billing is closed, the user cannot make any changes; adjustments shall be made on subsequent billings.
7	The billing program shall produce a single invoice that itemizes all charges regardless of type (maintenance, fuel, rental etc.). The billing shall provide detail at a unit level with summary information at the account or cost center level.
8	The billing module shall allow users to define an account code structure by charge type within each cost center. For example, rental charges could have a different account number from fuel charges for a single vehicle.

### Section K – Warranty Administration

1	The System shall provide a fully integrated claim module that allows users to submit and track warranty claims submitted to manufacturers and vendors.
2	The warranty claim shall allow the user to select charge items (parts, labor and sublet repairs) that occurred on jobs in the System.
3	The System shall provide a list of all jobs that the System automatically flagged for warranty. These jobs and their charges shall be available for submission on a warranty claim. The user shall be able to select information from the work order jobs without re-keying any information. The claim shall also provide a feature which all charges on a job can be selected with a single keystroke or mouse click.
4	The System shall support the following data elements per claim: <ul style="list-style-type: none"> <li>• Unit Number</li> <li>• Claim Number</li> <li>• Vendor or Manufacturer</li> <li>• Work Order Number</li> <li>• Date of Claim</li> <li>• Claim Status (build, claim, agreed, submitted, received)</li> <li>• Status Date</li> <li>• Free Form Notes</li> <li>• Date Funds Received</li> </ul>
5	The claim shall support the following information at a job level on each claim: <ul style="list-style-type: none"> <li>• Job Code and Description</li> <li>• Item Type (Parts, Labor or Sublet Repairs)</li> <li>• Actual Amount in Dollars</li> <li>• Claim Amount in Dollars</li> <li>• Received Amount in Dollars</li> </ul>
6	When funds are received, the warranty claim shall automatically credit the original charges on the original work order. Credits shall be applied to offset the original transactions to ensure accurate life cycle costing. Warranty credit transactions shall be marked as such to provide a historical record of reimbursements

## Section L – Fuel Management

1	The System shall allow for manual input of various consumable products being ordered, received, disbursed, and charged, including gasoline, diesel, motor oil, coolant, transmission fluid, etc.
2	Creation of purchase orders for the purchase of consumable products shall be provided with the System. The purchase order screen shall contain the following fields: <ul style="list-style-type: none"><li>• Vendor name</li><li>• Product identification</li><li>• Tank ID</li><li>• Unit price of the product</li></ul> The system shall also allow orders to be changed or deleted.
3	Order Tracking: Each order display shall include the following fields: <ul style="list-style-type: none"><li>• Order status</li><li>• Quantity received to date</li><li>• Product identification</li><li>• Last date product received from vendor at the tank location.</li></ul>
4	The order display shall be displayed using the following search criteria using wildcards: <ul style="list-style-type: none"><li>• Location</li><li>• Purchase order number</li><li>• Vendor number</li><li>• Product number</li></ul>
5	Suggested Quantity: The System shall calculate the suggested order quantity from the quantity on-hand, maximum capacity of the tank, and amount already on-order.
6	Product Reordering: The System shall allow for an automatic warning in the System that the product needs to be reordered when inventory at that tank falls below a specified minimum level.
7	Receiving Product: A screen to input receiving data shall be provided. The screen shall include: <ul style="list-style-type: none"><li>• Purchase order number</li><li>• Vendor number</li><li>• Product code</li><li>• Reference number</li><li>• Tank location</li><li>• Received quantity</li><li>• Received date</li><li>• Status of purchase order (open, partial, closed)</li><li>• The unit price for the product</li><li>• The balance due</li><li>• The order quantity</li></ul>
8	The System shall allow the manual input of fuel dispensed within the Department and for product purchased from an outside company using a credit card, and to be charged to equipment or to an indirect account number.
9	While processing manually charged products, the System shall prompt for the meter reading of the equipment and shall check the value for reasonableness.

10	<p>Displaying Product Inventory: A display screen to search product inventory shall be provided and shall allow a search, using wildcard characters, by the following criteria:</p> <ul style="list-style-type: none"> <li>• Location</li> <li>• Tank number</li> <li>• Product type</li> <li>• Search date range</li> </ul> <p>The resulting display shall show the following fields:</p> <ul style="list-style-type: none"> <li>• Location</li> <li>• Tank number</li> <li>• Product</li> <li>• Physical inventory date</li> <li>• Maximum quantity</li> <li>• Minimum quantity</li> <li>• On-hand quantity</li> <li>• On-order quantity</li> <li>• Last order quantity</li> </ul>
11	The System shall provide inventory adjustments to be charged to an indirect account when the actual product amount varies from the amount identified by the system.
12	A display screen showing the history of all products issued, received, transferred, and any adjustments to each tank shall be provided.
13	System shall allow for all information available in Fuel Management to be imported from an external Fuel Management System and stored as part of vehicle history.
<b>Section M – Reporting</b>	
1.	The System shall provide all reports and reporting layers contained in original contract.
2.	The System shall provide necessary reports to maintain a public transit agency as provided for in the M5 transit user version.
3.	The System shall provide ease of creating ad-hoc and customized reports by DDOT.

## 1.2 Interfaces

The Contractor shall provide interfaces to DDOT as part of the software configuration. All specifications for each interface, including design and implementation, shall be defined by both the Contractor and DDOT. Final specifications are subject to approval by DDOT before actual design and implementation Services begin. Both parties recognize that there are limited funds available for these services and will work within the budgeted hours in making decisions on interfaces. The following is a list of possible interfaces, subject to DDOT's approval:

### A. FacilityMax Inventory to Oracle Financials

An interface shall be created between FacilityMax Inventory and City of Detroit Oracle

Financials. The requisitions created in FacilityMax shall be transferred to Oracle Financials. When purchase orders are created in Oracle Financials, the records shall be transferred to FacilityMax. When receipts against the purchase order are made in FacilityMax, the receipt records shall be transferred to Oracle Financials and posted against corresponding records. All transactions shall occur on a daily basis following a schedule to be determined during the design phase of the interface.

#### **B. M5 Inventory to Oracle Financials**

An interface shall be created between M5 Inventory and City of Detroit Oracle Financials. The requisitions created in M5 shall be transferred to Oracle Financials. When purchase orders are created in Oracle Financials, the records shall be transferred to M5. When receipts against the purchase order are made in M5, the receipt records shall be transferred to Oracle Financials and posted against corresponding records. All transactions shall occur on a daily basis following a schedule to be determined during the design phase of the interface.

#### **C. M5 Interface to Fuel Monitoring System**

If necessary, an interface shall be created to accept fuel transactions and store with relationship to vehicles into M5. All transactions shall occur on a daily basis following a schedule to be determined during the design phase of the interface.

#### **D. M5 Interface to Trapeze OPS**

An interface shall be created from M5 to the Trapeze OPS application currently in use at DDOT. The interface shall provide vehicle availability information for all revenue vehicles. Vehicle availability shall be achieved by flagging vehicles that are out of service or due out of service. All transactions shall occur on a daily basis following a schedule to be determined during the design phase of the interface.

### **1.3 FacilityMax**

FacilityMax is a Facility Management application provided to the City in Amendment 1. The Contractor shall provide complete training documentation (in electronic format) that thoroughly explains use of the application customized for DDOT (screen by screen) and train at least ten (10) members of DDOT's facility maintenance supervisory staff on the use of all FacilityMax applications. Training on ad-hoc reporting shall also be provided to a specified number of staff. Technical training shall be provided to three (3) DDOT staff members on the set-up, security, configuration and tools necessary to control set-up, functionality and reporting capabilities of the FacilityMax software. Access to this functionality, as well as data dictionary documentation for reporting, shall be provided to DDOT staff.

The FacilityMax application shall be configured and used in a database separate from

other City of Detroit departments.

#### **1.4 License Services**

The Contractor shall provide Services as outlined in Amendment 1 of this Contract to DDOT for a period of five (5) years on all AssetWorks components. Hosting fee payments will begin Sixty (60) days from the date that the system is made available to DDOT.

#### **1.5 Software Maintenance Agreement**

At least One Hundred Twenty (120) days prior to the expiration of the License Fee Services period for M5 and FacilityMax which shall occur no later than November 2, 2014, the Contractor shall provide a quote for annual maintenance support on each of the applications provided to DDOT under the Software License Agreement. Maintenance contract cost will be quoted at a rate of twenty (20%) percent of the current license fee or no more than the Contractor charges its most favored customer, whichever is less.

#### **1.6 Project Schedule**

The implementation Services provided by the Contractor to DDOT shall be performed within a reasonable time limit as determined between DDOT and Contractor, but shall not exceed Two Hundred Fifty (250) business days. Contractor shall provide a project plan for M5 application implementation and Services and FacilityMax Services. The following major milestones shall be met with tasks to be defined immediately following approval of this Contract Amendment 2:

- Project Kick-off
- Start-up Training
- System installation
- System Analysis (Fleet and Inventory)
- System Configuration (Fleet, Facility and Inventory)
- Data Conversion (Fleet and Inventory)
- Financial Interface (Fleet and Facility Inventory)
- Fuel Interface
- Final Testing
- Application Roll-out

## EXHIBIT B -3

### FEES AND REIMBURSABLE EXPENSES

This Exhibit B-3 is added to the Contract and represents fees only for software and Services the Contractor shall provide to DDOT pursuant to Exhibit A-2. Compensation for the Services provided by the Contractor in Exhibit A-2 shall not exceed the amount of Nine Hundred Seven Thousand Nine Hundred Fifteen and 00/100 Dollars (\$907,915.00), inclusive of expenses, and shall be paid in the amounts set forth in this Exhibit B-3.

#### 1. Start-up Fees – M5

The implementation, and data transfer Services pricing ("Start-Up Fee") is set forth below.

M5 Transit User Licenses	One time fee of \$122,850.00
M5 On-Demand Application Setup and Configuration:	One time fee of \$ 7,500.00
M5 Info Center Reporting Database Configuration:	One time fee of \$ 1,500.00
M5 Info Center Reporting: (Two Concurrent Access Licenses)	\$14,000.00
Discretionary Addition of Revenue vehicles**	Not to exceed <u>\$30,000.00</u>
	Not to exceed total: \$175,850.00

\*\*Additional revenue vehicles may be added to the Transit User License at a fee of Three Hundred Dollars (\$300.00) per vehicle. DDOT may add up to One Hundred (100) vehicles to the licenses without Amending this Contract. The cost for licensing these additional vehicles shall not exceed Thirty Thousand (\$30,000.00) Dollars.

#### 2. License Service Fees

The Contractor shall invoice DDOT for the License Services for M5 on a monthly basis for a period of Sixty (60) months. The monthly fee shall be Five Thousand Five Hundred Twenty-four (\$5,524.00) dollars per month for the term based on 450 vehicles. The fees, minimum or otherwise, shall begin forty five (45) days following the go-live date for Contractor providing all of the Services as set forth in this Contract, original contract and Amendment 1. Additional revenue vehicles may be added to the service cost at Twelve Dollars and Twenty-eight cents (\$12.28) per vehicle without amending this Contract. Additional cost not to exceed One thousand Two Hundred Twenty-eight (\$1,228.00) Dollars per month or Fourteen Thousand Seven Hundred Thirty-six (\$14,736.00) Dollars per year.

The Contractor shall invoice DDOT for the License Services for FacilityMax on a monthly basis for a period of Sixty (60) months. The total monthly fee shall be \$4,500.00 per month for the term based on 20 users, of which DDOT and GSD shall

pay for one-half of the monthly services, which is Two Thousand Two Hundred Fifty (\$2,250.00) Dollars each.

### 3. Implementation and Development Services – M5

Services requested by DDOT as described in Exhibit A-2 shall be charged at the following rates. Before any work is done which would incur charges invoiced as Service Fees beyond what is agreed upon in this Amendment 2, the Contractor shall supply a proposal describing the work and provide an estimate of hours, cost and completion date. Documented DDOT approval shall be required before work can begin.

\$ 1,600 per day	31 Days	Project Management	Not to exceed: \$50,000.00
\$ 1,480 per day	33 Days	Application Configuration & Training:	Not to exceed: \$50,000.00
	260 Hours	Interface Development	Not to exceed: \$50,000.00
	175 Hours	Data Conversion	Not to exceed: \$34,000.00
	52 Hours	System Customizations	Not to exceed: <u>\$10,000.00</u>
			Not to exceed total: \$194,000.00

Travel, meals and lodging expenses incurred in performing such Services shall be included per the travel, meals and lodging section of this Fee Schedule.

### 4. Start-up Fees - FacilityMax

Licenses and fees for FacilityMax are already set forth in Amendment 1 to the Contract and may be used by DDOT pursuant to the terms of Amendment 1. Additional Services to be performed related to the complete set-up and training of FacilityMax shall be performed at the following cost:

Training	20 Days	Not to exceed:	\$32,000.00
Interface Design and Development	150 Hours	Not to exceed:	<u>\$30,000.00</u>
		Not to exceed Total:	\$62,000.00

Travel, meals and lodging expenses incurred in performing such Services shall be included per the travel, meals and lodging section of this Fee Schedule.

### 5. Travel, Meals and Lodging

DDOT shall reimburse the Contractor for airfares, meals, ground transportation and other reasonable living expenses incurred by Contractor in support of Exhibit A-2 during provision of Services at the DDOT site. The Contractor shall obtain advance approval from DDOT before undertaking such travel and shall adhere to the City of Detroit's Travel Policy with regard to all such travel and travel expenses.

Travel  
Not to exceed: \$50,000.00

## 6. Invoicing and Retainage

Payment for the proper performance of the Services shall be contingent upon receipt by DDOT of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice for Services shall be paid minus a ten (10%) percent retainage fee, except for travel and license Services. Payment of retainage will be issued after completion of all professional services defined in this agreement have been accepted but not to exceed three hundred sixty-five (365) days from date of project start. Each service invoice shall be received by DDOT not more than thirty (30) days after the close of the calendar month in which the Services were rendered, be signed by an authorized officer or designee of the Contractor and include a status report that details performance of invoiced tasks.

Retainage withheld during the project shall be paid to the Contractor when DDOT has determined that all Services have been performed and approved under the terms of this Contract Amendment 2 and the project Services are complete.

The Contractor shall submit invoices to DDOT for the fees individually identified elsewhere in this Exhibit B-3 only in accordance with the Milestone Payment Schedule and Not to Exceed Fee Schedule immediately below.

### A. Milestone Payment Schedule

Application	Fee	Payment Schedule
M5 Transit User license and Info Center Reporting fees	\$136,850.00	Upon receipt of invoice after successful set-up and DDOT acceptance minus 10% retainage
M5 On-Demand Application and Info Center Reporting Database Setup and Configuration	\$9,000.00	Upon receipt of invoice after successful set-up and DDOT acceptance minus 10% retainage
License Services	\$93,288.00 per year	Payment upon receipt of invoice

### B. Not to Exceed Fee Schedule

These Services shall not exceed the amount specified as contained within this Amendment 2 and follow schedule as outlined in the table below.

Application	Quantity	Not to exceed Fee	Payment Schedule
M5 configuration and training	33 Days	\$50,000.00	Upon receipt of invoice after successful set-up and DDOT acceptance minus
M5 Interface development	260 Hours	\$50,000.00	
M5 Data conversion	175 Hours	\$34,000.00	

M5 System customization	52 Hours	\$10,000.00	10% retainage
FacilityMax Training		\$32,000.00	
FacilityMax Interface development		\$30,000.00	
Additional M5 Transit User Licenses	\$273 per unit in blocks of 25 units	\$30,000.00	Payment per unit upon DDOT agreement and receipt of invoice
Additional M5 License Service fees	\$12.28 per unit	\$14,736.00 per year	Payment per unit upon DDOT agreement and receipt of invoice
M5 Project Management	31 Days	\$50,000.00	Upon receipt of invoice minus 10% retainage
Project related travel		\$50,000.00	Payment upon receipt of invoice

The following summary of DDOT costs is provided for City budgetary purposes only.

M5 Start up fees	\$145,850.00
M5 Services	\$144,000.00
License Service fee	\$ 93,288.00
FacilityMax Software start up fees and Services	\$ 77,000.00
Contingency Cost (for additional vehicles)	\$ 44,736.00
Travel	\$ 50,000.00
Year One Total	<u>\$554,874.00</u>
License Service fee	<u>\$ 93,288.00</u>
Year Two Total	\$ 93,288.00
License Service fee	<u>\$ 93,288.00</u>
Year Three Total	\$ 93,288.00
License Service fee	<u>\$ 93,288.00</u>
Year Four Total	\$ 93,288.00
License Service fee	<u>\$ 93,288.00</u>
Year Five Total	\$ 93,288.00
Total for Year One (2009) through Five (2014)	\$907,915.00

**Schedule B-4**  
 AssetWorks Hosting Fees  
 Funding Requirements

Period	Months	Service	Fee	Total
July 2012-June 2013	11	ASP Hosting Fee Fmax	4,500.00	49,500.00
	11	ASP Hosting Fee Fleet	10,333.00	113,662.88
	1	Fuel Support & Maintenance	25,836.00	25,836.00
				188,998.88
July 2013-June 2014	12	ASP Hosting Fee Fmax	4,500.00	54,000.00
	12	ASP Hosting Fee Fleet	10,500.00	126,000.00
	1	Fuel Support & Maintenance	25,836.00	25,836.00
				205,836.00
July 2014-November 2014	5	ASP Hosting Fee Fmax	4,500.00	22,500.00
	5	ASP Hosting Fee Fleet	10,500.00	52,500.00
	1	Fuel Support & Maintenance	25,836.00	25,836.00
				100,836.00
Total Requirement				495,670.88

EXHIBIT B-5  
AssetWorks, LLC, Hosting Fees  
Funding Requirements

Period	Months	Service	Fee	Total
November 3, 2014-May 2, 2015	6	ASP Hosting Fee Fmax	4,500.00	27,000.00
		ASP Hosting Fee Fleet		
	6	Focus	10,000.00	60,000.00
		Fuel Support &		
	1	Maintenance	28,000.00	28,000.00
	1	Additional Services	2,000.00	2,000.00
Total				\$117,000.00

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: David Teeter  
DATE: January 27, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

**There were no contracts Reconsidered that were approved at the Session of January 20, 2015**

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of January 27, 2015 and **APPROVED***

**Reported by the Budget, Finance and Audit Committee:**

No Contracts Reported

**Reported by the Internal Operations Committee:**

2654324,Ext	AssetWorks, Inc.	+ \$117,000 to \$4,235,366.88	GENERAL SERVICE
	Submitted in the List and Referred January 20, 2015.		
86929,Amend.1	Karla R. Marshall (Benson)	+ \$12,480 to \$29,248	CITY COUNCIL
	Submitted in the List for January 27, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87069	Tiombe Nakenge (Benson)	\$19,304	CITY COUNCIL
	Submitted in the List for January 27, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		

**Reported by the Neighborhood and Community Services Committee:**

No Contracts Reported

**Reported by the Planning and Economic Development Committee:**

No Contracts Reported

**Reported by the Public Health and Safety Committee:**

No Contracts Reported and Approved

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of January 27, 2015

Page 2

*The following contracts were reported to the City Council by the indicated Standing Committee, at the Regular Session of January 27, 2015 and **POSTPONED** to Adjourned Session.*

**Reported by the Internal Operations Committee:**

87068	Charles S. McEwen	\$32,500	INSPECTOR GENERAL
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Submitted in the List for January 27, 2015; Moved to New Business; Vote Postponed for corrections

**Reported by the Public Health and Safety Committee:**

2902527,Lease	Boulevard Holdings (2875 W.Grand Blvd)	\$2,727,752	POLICE
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Walked on Committee Meeting of Jan. 26; Moved to New Business; Vote Postponed

*The following contracts were **REFERRED** on January 27, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Budget, Finance and Audit Committee**

No Contracts Referred

**Referred to Internal Operations Committee**

2903277	American Society of Employers	HUMAN RESOURCES
2903278	Magnet Consulting	HUMAN RESOURCES
2903279	Polaris Assessment Systems	HUMAN RESOURCES
2903280	Right Management	HUMAN RESOURCES

**Referred to Neighborhood and Community Services Committee**

No Contracts Referred

**Referred to Planning and Economic Development Committee**

2892521,Amend2	Corporate F.A.C.T.S.	PLANNING & DEVELOPMT.
2899854	Economic Development Corp.	PLANNING & DEVELOPMT.
2899858	Det. Economic Growth Corp.	PLANNING & DEVELOPMT.

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of January 27, 2015

Page 3

*The following contracts were **REFERRED** on January 27, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

**Referred to Public Health and Safety Committee**

2902650	Moms and Babes Too	HEALTH and WELLNESS
2903020	Comm. Health and Social Services	HEALTH and WELLNESS
2903113	Arab Amer. and Chaldean Council	HEALTH and WELLNESS
2848560,Amend.	AON Risk Services	MUNICIPAL PARKING
2903089	Ajax and Auto Center	TRANSPORTATION
87064	Richard J. Bowers, Jr.	BUILD.SAFETY ENG. & ENVIRON.

*The following items have been HELD for review, discussion or report to the Standing Committees.*

**Internal Operations Committee**

2877416,Chg. Computech Corporation + \$1,015,562.67 to \$2,700,562.67 HUM.RESOURCE  
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2877420,Chg. FutureNet Group + \$1,117,011.10 to \$2,802,011.10 HUM.RESOURCE  
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

**Public Health and Safety Committee**

2901177 Walker's Heating & Cooling \$149,861.61 TRANSPORTATION  
Submitted in the List for the Week of December 15, 2014; Approved in Comm. 1-26-15.

2901532 Detroit Building Authority (St. Maint.Build.) \$4,500,000 PUBLIC WORKS  
Submitted in the List and Referred January 13, 2015; Question about new construction.



# City Council Contract Agenda Items Review Checklist

Reviewer: ( \_\_\_\_\_ ) Date Received: \_\_\_\_\_

Date: 11/4/14 Department General Services Division: Fleet/Facilities

Dept Head/Contact Person: Ed Porche Phone No.: 628-0910

Description: Automation of Garage Fuel Pumps and Property Management Software.  
brief explanation of function or need of the goods/services

Contract No.: 2654324 PO Type: Professional Services Est. Value: \$ 117,000.00

Contract Term (if applicable): 11/3/04 to 5/2/15

Funding: City 100% State \_\_\_\_\_ % Federal \_\_\_\_\_ % Other: \_\_\_\_\_ %  
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: AssetWorks, LLC Required Date: 11/4/14

1. The business being awarded is Amendment. If a renewal, provide justification for renewal: Amendment allows the uninterrupted access to fuel pumps and other related software.

2. Was the product or service competitively bid?  Yes  No  
Attach Copy of Bid Tabulation/Evaluation score sheets as needed  
If the answer to #2 is "NO" explain why there was no competition: \_\_\_\_\_

*Yes* → *INITIAL BID WAS COMPLETED CONTRACTS 2004 - & Later Renewals - NO BID FROM INITIAL quotes CAN BE LOCATED.*

3. Was a Co-Operative Agreement Considered?  Yes  No Co-Operative Name: \_\_\_\_\_  
If answer to #3 is "No" explain why a Co-Op was not considered: N/A



Were savings achieved?

Yes Amount \$ \_\_\_\_\_

No

5. Does this agreement represent an increase?

Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)

Change in amount/volume of the good or service to be used. \_\_\_\_\_

6. Does the supplier currently provide other goods and services to the City?  Yes  No

If yes please list: \_\_\_\_\_

7. Is this good/service used by other departments?  Yes  No

If "yes" can this Req/PAR be combined other department requirements?  Yes  No

8. Is this a service that can be performed by City employees?  Yes  No

Is this a service that City employees can be trained to do?  Yes  No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes \_\_\_\_\_ No \_\_\_\_\_

**PLACE ON EMERGENCY MANAGER AGENDA**

**PLACE ON CITY COUNCIL AGENDA**

**REJECT AND NOTIFY DEPARTMENT DIRECTOR:**

SIGNED: \_\_\_\_\_

(Department)

DATE: 11/4/14

INFORMATION PROVIDED BY: Ed Porche

TITLE: Contracts Manager

PHONE: 628-0910

**CONTRACT #** 2654324 Amendment #4

**DEPARTMENT** General Services

**WAVIER**

**AGENDA DATE:** \_\_\_\_\_

**CONTRACT SYNOPSIS**

**CONTRACTOR NAME:** AssetWorks, LLC

**ADDRESS:** 998 Old Eagle School Road, Suite, 1215  
Wayne, PA 19087

**PROJECT:** Fuel Pump Automation

**TYPE OF FUNDING AND %:** 100% COD

**CONTRACT AMOUNT:** \$117,000.00 (Increase from \$4,118,366.88 to \$4,235,366.88)

**CONTRACT PERIOD:** 11/3/04-5/2/15

**ADVANCE PAYMENT:** \_\_\_\_\_

**BRIEF DESCRIPTION:** Automation of garage fuel pumps and Property Management  
Software (FMAX.).

**REASON FOR DELAY:** \_\_\_\_\_

*parchee@detroitmi.gov*

REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: GSD CONTACT: Ed Parche PHONE: 628-0910  
Pat 628-1915

Type of Clearance:  New (date)  Renewal (Please submit 30 days prior to submitting bid or expiration)

To: City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste. 512  
Detroit, MI 48226

For: Individual or Company Name AssetWorks LLC  
Address 998 Old Eagle School Rd, Suite 1215  
City Wayne  
State PA Zip Code 19087  
Telephone 610-687-9202 Fax # 610-971-9447

Phone: (313) 224-3328 or 224-3329  
Fax: (313) 224-4588

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above) David Pena, Vice President- Finance	Telephone # <u>610-687-9202</u> Fax # <u>610-971-9447</u>
Employer Identification or Social Security Number <u>46-0521049</u>	Spouse Social Security Number

Nature of Contract: Software Maintenance BID/CONTRACT AMOUNT (if known):  
Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_  
Contract # (if known) \_\_\_\_\_

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE

Check One:  Individual  Corporation  Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above)  Yes  No
- Are you a student, and/or claimed as a dependent on someone else's tax return?  Yes  No
- Were you employed during the last seven (7) years?  Yes  No
- Were you a resident of Detroit during the last seven (7) years?  Yes  No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).  Yes  No
- Will the company have employees working in Detroit?  Yes  No
- Will the company use sub-contractors or independent contractors in Detroit?  Yes  No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes  No Signature LUCRETIA JENNINGS Date AUG 09 2014 Expires AUG 09 2015  
 Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_  
 Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

**PURCHASING DIVISION  
VENDOR CLEARANCE REQUEST**

Submit to: Revenue Collections  
 Purchasing Vendor  
 128 Coleman A. Young Municipal Center  
 Detroit, MI 48226  
 (313) 224 - 4087 (Telephone)  
 (313) 224 - 4238 (Fax)

*Ed Porche  
 GSD  
 628-0910  
~~628-1915 Fax~~  
 porchee@detroitmi.gov*

Nature of Contract Software Maintenance  
 Contract Amount \$1,449,449

Business Type:  Corp     Partnership     Sole Proprietorship     Personal Services

Business Name AssetWorks LLC

Business Address 998 Old Eagle School Rd, #1215, Wayne, PA 19087

Ward/Item # N/A

F.I.D. NO. FEIN: 46-0521049

City Personal Property I.D. # N/A

Owner(s) Name Corporate

Owner(s) SS# \_\_\_\_\_

Contact Person Lynn Sons

Phone Number 610-687-9202

Fax Number 610-971-9447

Owner(s) Home Address N/A     Lease     Own

Please do not write below this line for department use only.

Real Property    Special Assessment    Personal Property    Other Receivable

Denied     Denied     Denied     Denied  
 Approved     Approved     Approved     Approved

Comments: \_\_\_\_\_

**REVENUE COLLECTIONS  
 APPROVED  
 CONTRACT CLEARANCES**

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing.

*[Handwritten Signature]*  
 Signature (City of Detroit)

**OCT 15 2014**

Date

**JAN 15 2015**

Expiration Date

**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being a duly authorized representative of the Assetworks Inc., (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current **Contract Specific** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ/PO No. 2654324

Printed Name of Contractor: Assetworks Inc.  
(Type or Print Legibly)

Contractor Address: Wayne, PA, 19087  
(City) (State) (Zip)

Contractor Phone/E-mail: 905-629-8727 / catherine.lai@trapezgroup.com  
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: Brian Beattie

Signature of Authorized Representative: [Signature]

Date: Mar. 8, 2012

RECEIVED

2012 MAR 20 12:39

GENERAL SERVICES DEPT.

\*\*\* This document MUST be notarized \*\*\*

Signature of Notary: [Signature]

Printed Name of Seal of Notary: Steve Cimicata

My Commission Expires: N/A / /

notary stamp →

**For Office Use Only:**

Cov. Rec'd: 3/21/12 in

Department Name: General Services

Accepted by: [Signature]

Rejected by: \_\_\_\_\_

Please email or fax Covenant and Award Letter to Director of Human Rights Department 1026 CAYMC at HumanRightsCL@detroitmi.gov or fax (313) 224-7434.

# CERTIFICATE OF INSURANCE

## NAMED INSURED

CONSTELLATION SOFTWARE INC. and  
ASSETWORKS LLC  
998 OLD EAGLE SCHOOL RD.  
WAYNE, PA 19087

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

## INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY <b>A</b> Zurich Insurance Company Ltd. (AM Best rating A+)
COMPANY <b>B</b> Liberty Mutual Fire Insurance Company (AM Best rating A)
COMPANY <b>C</b>
COMPANY <b>D</b>
COMPANY <b>E</b> Zurich American Insurance Company (AM Best rating A+)

## CERTIFICATE HOLDER

CITY OF DETROIT  
65 CADILLAC SQUARE, SUITE 3210  
DETROIT, MI 48226 U.S.A.  
ATTN: GENERAL SERVICES DEPARTMENT

## COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.  
**LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.**

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
<b>COMMERCIAL GENERAL LIABILITY</b> OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
<b>ADDITIONAL INSURED:</b> CITY OF DETROIT, but only with respect to liability arising out of the operations of the Named Insured.						
Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
<b>AUTOMOBILE LIABILITY</b> - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	\$ 1,000,000	EACH OCCURRENCE
<b>UMBRELLA LIABILITY</b>	A	8838706	2014/09/27	2015/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
<b>PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS &amp; OMISSIONS</b> CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2014/09/27	2015/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
<b>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY</b> WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC2-B71-170802	2014/09/27	2015/09/27	\$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

## DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

### BROKER

The CG&B Group Inc.  
120 South Town Centre Blvd.  
Markham, ON L6G 1C3

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME

SHEHNAZ ANDANI

DATE (YYYY/MM/DD)

2014/09/09

# Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO8249874	27 Sept 2015	27 Sept 2014		Included	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Constellation Software Inc.  
**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

- A. **Section II – Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to “bodily injury”, “property damage” or “personal and advertising injury” covered under **SECTION I - Coverage A - Bodily Injury And Property Damage Liability** and **Section I - Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
    - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
    - b. “Your work” completed as included in the “products-completed operations hazard”, performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs **A.** and **B.** above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
  - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

The insurance provided to the additional insured person or organization does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an “occurrence” or offense that may result in a claim;
2. We receive written notice of a claim or “suit” as soon as practicable; and
3. A request for defense and indemnity of the claim or “suit” will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

E. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph **4.a.** of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions:**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same “occurrence”, claim or “suit”. This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

Hiring Policy Compliance Affidavit

I, R. D. Sado, being duly sworn, state that I am the Sr V.P.  
\_\_\_\_\_ of Assetworks Inc.  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted. Assetworks Inc. does not discriminate against people with criminal convictions and we don't use an application form in our hiring.

SIGNED,  
R. D. Sado  
Title: Sr V.P. Date: 2-14-13

STATE OF PA  
COUNTY OF Chester )SS

The foregoing Affidavit was acknowledged before me the 14 day of Feb, 2013  
by with [Signature]

Notary Public, County of Chester  
State of PA  
My commission expires: 9/30/2013

## Implementation Analyst

### THE COMPANY

AssetWorks is a leading provider of software solutions for the energy and utility industry. We are currently seeking a highly motivated and experienced Implementation Analyst to join our team. The successful candidate will be responsible for the implementation, configuration, and support of our Enterprise Asset Management (EAM) software solutions. This role requires a strong understanding of the energy and utility industry and the ability to work closely with clients to understand their needs and provide tailored solutions.



The Implementation Analyst will be responsible for the following duties:
 

- Analyze client requirements and develop implementation plans.
- Configure and test the EAM software solutions.
- Provide training and support to clients.
- Monitor system performance and troubleshoot issues.
- Collaborate with the sales and marketing teams.

### THE POSITION

This position is a full-time role based in our headquarters in Houston, Texas. The successful candidate will be responsible for the implementation, configuration, and support of our EAM software solutions. This role requires a strong understanding of the energy and utility industry and the ability to work closely with clients to understand their needs and provide tailored solutions.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Analyze client requirements and develop implementation plans.
- Configure and test the EAM software solutions.
- Provide training and support to clients.
- Monitor system performance and troubleshoot issues.
- Collaborate with the sales and marketing teams.
- Maintain accurate records of system configuration and user data.
- Stay up-to-date on industry trends and software updates.
- Work effectively in a team environment.
- Demonstrate excellent communication and customer service skills.

### QUALIFICATIONS:

- Bachelor's degree in Computer Science, Information Systems, or a related field.
- 2+ years of experience in software implementation, configuration, or support.
- Strong understanding of the energy and utility industry.
- Excellent communication and customer service skills.
- Ability to work in a fast-paced, dynamic environment.
- Proficiency in Microsoft Office and EAM software solutions.
- Strong problem-solving and analytical skills.
- Ability to work independently and as part of a team.

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: Assetworks Inc.
2. Address of Contractor: 998 old Eagle School Road,  
Suite 1215, Wyome 19087 U.S.A.
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission?  No  Yes, on: \_\_\_\_\_  
(Date of prior submission)  
If "No", complete Items 5 and 6.  
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5.  Contractor was established in 2008 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.  
 Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.  
 Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

R. David Sadro (Printed Name) SR V.P. (Title)  
R. D. Sadro (Signature) 2-14-13 (Date)

Subscribed and sworn to before me  
this 14 day of Feb 2013

Judith A. Chester  
Notary Public, RA County, Michigan  
My Commission expires: 9/30/2013