

Budget log # 5346

CONTRACT TRANSMITTAL RECORD

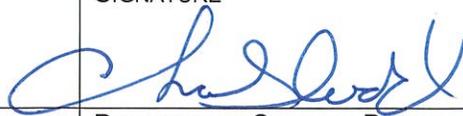
PERSONAL SERVICE

PROFESSIONAL SERVICE

Approved
By Gucken
8/25/15

CONTRACT PO # 2780852
STANDARD PO #
CHANGE ORDER # 3

TYPE OF CONTRACT: (Check One) (IF APPLICABLE)
 CONSTRUCTION/DEMOLITION LEASE DEED

DEPARTMENT HEAD'S SIGNATURE


DEPARTMENT DEPT. OF INNOVATION & TECHNOLOGY

FUNDING SOURCE %
 FEDERAL STATE CITY 100 OTHER

DEPARTMENT CONTACT PERSON
 JANICE A. EVANS

PHONE NO.
 224-2908

CONTRACTOR'S NAME: GROUNDWORK0

DATE PREPARED

CONTRACTOR'S ADDRESS: FORD FIELD, 2000 BRUSH STREET, SUITE 262, DETROIT, MICHIGAN 48226

CHANGE
 CURRENT CONTRACT AMOUNT \$9,500,000
 CONTRACT CHANGE AMOUNT \$3,000,000
 TOTAL CONTRACT AMOUNT \$12,500,000

PHONE NO. 248-318-9338

CORPORATION PARTNERSHIP INDIVIDUAL

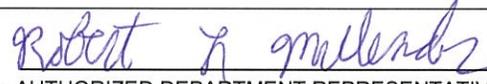
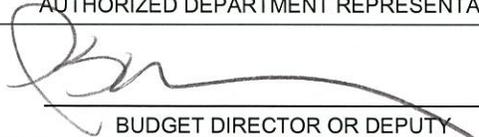
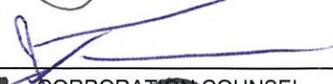
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 38-3613406

PURPOSE OF CONTRACT: NETWORK SUPPORT & EQUIPMENT (LEASED AND PURCHASED)

LENGTH OF CONTRACT: 6 YEARS W/3 RENEWALS

ACCOUNT STRING: 1000 - 310080 - 000134 - 622301 - 00024 - 000000 - A5020 *ADDITIONAL FUNDS WILL ALSO BE PROVIDED BY DPD.

~~31000~~ 31 3100 - 352077 - 000000 - 628500 - 13824 - 000000 - 000000

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE	TIME & DATE IN
	REQUESTING DEPARTMENT  AUTHORIZED DEPARTMENT REPRESENTATIVE	15 JUN 8 AM 10:49
APR 15 2015	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  BUDGET DIRECTOR OR DEPUTY	MAY 22 2015
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL GRANT DIRECTOR OR DEPUTY	
MAY 26 2015	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  FINANCE DIRECTOR OR DEPUTY	5/26/15
	LAW DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CORPORATION COUNSEL	6/8/15
	OFFICE OF CONTRACTING AND PROCUREMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  CHIEF PROCUREMENT OFFICER OR DEPUTY	
	CITY COUNCIL APPROVAL: DATE AUG 06 2015 CITY OF DETROIT FINANCIAL REVIEW COMMISSION APPROVAL: DATE _____	FRC APPROVAL AUG 24 2015

RECEIVED
 MAY 26 2015
 CITY OF DETROIT
 CONTRACTS SECTION
 LAW DEPARTMENT

Use Only One Set For Each Contract Package

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 3
TO CONTRACT NO. 2780852**

THIS AMENDMENT AGREEMENT NO. 3 is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Department of Innovation and Technology Department ("*City*"), and Groundwork0, a Michigan Corporation with its principal place of business located at Ford Field, 2000 Brush Street, Suite 262, Detroit, Michigan 48226 on behalf of itself and its affiliates ("*Contractor*").

WITNESSETH:

WHEREAS, the City has engaged the Contractor to provide certain services ("*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, Article 17 of the Contract permits the parties to amend the Contract by mutual agreement; 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;

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 SECTION 7 COMPENSATION

1.01 Section 7.01 which now reads:

Compensation for services shall not exceed the total amount of Nine Million Five Hundred 00/100 (\$9,500,000) Dollars.

Is amended to read:

Compensation for services shall not exceed the total amount of Twelve Million Five Hundred Thousand 00/100 (\$12,500,000) Dollars.

2. AMENDMENT TO EXHIBIT A

2.01 Exhibit A of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit A in its place.

The term of this Contract begin on upon approval of this Contract by the City Purchasing Director in May 2013 and shall terminate on January 23, 2016.

3. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

3.01 With the exception of the provisions of the Contract specifically contained in this 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.

4. AMENDMENT AUTHORIZATION

4.01 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 Section, the Finance Director shall not authorize 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 expenditure authorized by this Amendment.

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Amendment.

WITNESSES:

1. *Carol L. Clayborn*
(signature)

CAROL L. CLAYBORN
(print name)

2. Gena K. Riley
(signature)

Gena K. Riley
(print name)

CONTRACTOR:

BY: *Shane Pfannes*
(signature)

SHANE PFANNES
(print name)

ITS: PRESIDENT
(title)

WITNESSES:

1. *Monique Kelly*
(signature)

Monique Kelly
(print name)

2. *Marquita A. Vaughn*
(signature)

Marquita L. Vaughn
(print name)

CITY OF DETROIT DEPARTMENT OF INNOVATION AND TECHNOLOGY:

BY: *Beth Niblock*
(signature)

Beth Niblock
(print name)

ITS: CIO
(title)

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

Boypie Jackson
AUG 06 2015 AUG 24 2015

Purchasing Director

Date

APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION ~~6-406~~ ^{7.5-206} OF THE CHARTER OF THE CITY OF DETROIT

[Signature] 6/8/15
Corporation Counsel Date

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

STATE OF Michigan)
)SS.
COUNTY OF Wayne)

The foregoing contract was acknowledged before me the 30th day of April 2015,

by Beth Niblock

(name of person who signed the contract)

the Chief Information Officer

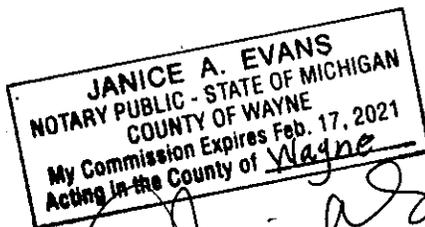
(title of person who signed the contract as it appears on the contract)

of Department of Innovation and Technology

(complete name of City department)

on behalf of the City.

Notary Public, Wayne County,
State of Michigan
My commission expires: Feb. 17, 2021



A handwritten signature in cursive script, appearing to read "Janice A. Evans", written over the bottom portion of the notary stamp.

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the 20 day of MARCH, 2015,
by SHANE PFANNES,
(name of person who signed the contract)
the PRESIDENT,
(title of person who signed the contract as it appears on the contract)
of GROUNDWORK,
(complete name of the corporation)
on behalf of the Corporation.

Diane Ford Dewalt

Notary Public, County of OAKLAND

State of MICHIGAN

My commission expires: Oct. 2, 2021

DIANE FORD DEWALT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Oct. 02, 2021
Residing in the County of OAKLAND

CORPORATION CERTIFICATE OF AUTHORITY

I, SANDER DEVRIES, Corporate Secretary of
(name of corporate secretary)

GROUNDWORK 0, a Michigan
(complete name of corporation) (state of incorporation)

for profit corporation (the "Corporation"), DO HEREBY CERTIFY that the
(non-profit or for profit)

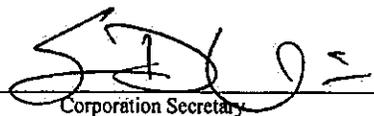
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on 3/20/15, and that the same is now in full force and effect
(date of meeting)

"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,
Shane Pfannes 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. 2780852 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 23 day of March, 2015.
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**

CITY OF DETROIT CONTRACT SUBMISSION TO FINANCIAL REVIEW COMMISSION
THE FOLLOWING CONTRACTS ARE BEING SENT TO THE FRG FOR REVIEW AND APPROVAL PURSUANT TO
SECTION 5, SUBSECTION 6 OF THE MICHIGAN FINANCIAL REVIEW COMMISSION ACT
For August 24, 2015 Meeting

Updated Listing: Prepared By: Boycie Jackson, Chief Procurement Officer - 8/10/2015

City Council and Water Board Approvals Through August 10, 2015

Department	Contract Number	Description	Competitively Bid	Lowest Bid	City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
CONTRACTS GREATER THAN \$750K							
1	PLANNING AND DEVELOPMENT 2911278	Contract Amount: \$918,767.75 (New Contract) Contract Period: Upon Approval from FRG through 12/31/2022 Source: 100% Federal Funding Purpose: To Provide Demolition and Redevelopment of Former Southwestern High School Contractor: North American Commerce Center, LLC Location: 6532 Telegraph Road, Suite 350, Bloomfield Hills, MI 48301	Investment Agreement	Investment Agreement	07/28/15	8/24/2015	Contract will employ 100's of jobs by 2021. Company will invest up to \$30M to Project
2	GENERAL SERVICES 2654324	Contract Amount: \$1,673,463.94 (Increase of Funds and Extension of Time) Contract Period: 5/8/2015 through 5/2/2019 Source: 33.4 City, 6.0 State, 24.1 Federal, 36.5 QOL Funding Purpose: To Provide Software that will Provide Automation of Fuel Usage and Property Management at DDOT and GSD Garages Contractor: AssetWorks, LLC Location: 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087	Proprietary Software	Proprietary Software	07/28/15	8/24/2015	Original Contract Amount: \$4,235,366.88. Original contract date is November 3, 2014 through May 2, 2015
3	HOUSING AND REVITALIZATION 2898967	Contract Amount: \$1,500,000.00 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% Federal Funding Purpose: To Provide for the Planning and Development Support for Eligible CDBG Economic Activities for the City of Detroit Contractor: Invest Detroit Foundation Location: 600 Renaissance Center, Suite 1710, Detroit, MI 48243	Foundation Agreement	Foundation Agreement	07/28/15	8/24/2015	Contract Increase: \$750,000.00. Original contract amount was \$750,000.00 and original contract date is 7/1/2014 through 6/30/2015.
4	INNOVATION AND TECHNOLOGY 2780852	Contract Amount: \$3,000,000.00 (Increase of Funds and Extension of Time) Contract Period: 1/23/2015 through 1/23/2016 Source: 100% City Funding Purpose: To Provide Network Support and Equipment (Leased and Purchased) Contractor: Groundwork0 Location: Ford Field, 2000 Brush Street, Suite 262, Detroit, MI 48226	Exercising Renewal Option	Exercising Renewal Option	08/06/15	8/24/2015	Renewal necessary so DUIT can continue support of City's Voice Data Infrastructure. Total Contract Amount: \$12,500,000.00 This Amendment is for increase of funds only. Previous contract amount is \$9,500,000.00.
CONTRACTS GREATER THAN 2 YEARS							
		No Contracts Submitted for this Category					

Department	Contract Number	Description	Competitively Bid	Lowest Bid	City Council Approval Date	Office of the Chief Financial Officer Approval Date	Comments
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WITH 1 ENTITY, WITHIN 1 YEAR, GREATER THAN \$750K

5	DETROIT BUILDING AUTHORITY 2881148	Contract Amount: \$429,968.81 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% City Funding Purpose: To Provide Cleaning Services for Public Safety Headquarters Contractor: Preferred Building Services Location: 719 Griswold, Suite 2100, Detroit, MI 48226	Exercising Renewal Option	Exercising Renewal Option	7/28/2015	8/24/2015	Total Contract Amount: \$746,852.81. This Amendment #2 is for increase of funds and extension of time. The original amount was approved by the EM for \$316,884.00. The current contract period was July 1, 2014 through June 30, 2015. The increase in funds includes a reimbursement to DBA for \$113K.
6	DETROIT BUILDING AUTHORITY 2881154	Contract Amount: \$684,700.00 (Increase of Funds and Extension of Time) Contract Period: 7/1/2015 through 6/30/2016 Source: 100% City Funding Purpose: To Provide Security Services for the Public Safety Headquarters Contractor: Eagle Security Services, LLC Location: 500 Griswold Avenue, Suite 400, Detroit, MI 48226	Exercising Renewal Option	Exercising Renewal Option	07/28/15	8/24/2015	The Original Contract amount was approved by the EM for \$617,500... the original contract period was July 1, 2013 through June 30, 2014. This Amendment #2 is for increase of funds and extension of time. Amendment #1 was approved by City Council on 1/13/15 and approved by FRC on 2/26/15 in the amount of \$658,000.00

DEPARTMENT OF WATER AND SEWAGE CONTRACTS

CONTRACTS GREATER THAN \$750,000.00

		No Contracts Submitted for this Category					
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CONTRACTS GREATER THAN OR EQUAL TO 2 YEARS

		No Contracts Submitted for this Category					
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Detroit City Council

Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: August 6, 2015
RE: **PURCHASING ITEMS SUBMITTED TO THE CITY COUNCIL FOR THE WEEK OF August 3, 2015**

The following contracts and purchase orders were reported to the City Council during the Recess Week of August 3, 2015. Under the Recess procedures, approved by the City Council on July 14, 2015, contracts submitted for the Week of August 3 are considered approved and can be processed on Thursday, August 6, 2015, if not held by a Council Member.

The City Clerk's office received 1 request to hold a contract from the list submitted for the Week of August 3, 2015.

Contract Requested to Be HELD

2886496,Amend.1 Ramona H. Pearson + \$137,875 to \$487,875* HEALTH & WELL.
Held by Council President Brenda Jones

*The following contracts were submitted for the Week of August 3, 2015; No requests to hold the contracts were received in the City Clerk's Office and are considered **APPROVED**.*

2911198,Conf.Req.	Midwest Health Center	\$87,729.02	HUMAN RESOURCES
2911199,Conf.Req.	Henry Ford Health Systems	\$32,852.20	HUMAN RESOURCES
2780852,Amend.3	Groundwork0	+ \$3,000,000 to \$12,500,000	INNOVATION & TECH.
2902499	Alliant Insurance Services	\$16,391,264	RISK MANAGEMENT
87114	Cortez Settles	\$45,000	ELECTIONS
87115	Wayne Roddie	\$33,280	ELECTIONS
87402	Chetrice Gillon (Lean Consultant)	\$80,000	MAYOR'S OFFICE
87358	Ervin Stewart II (Principal Acct.)	\$66,000	POLICE

cc: City Council Members



CITY OF DETROIT
INFORMATION TECHNOLOGY SERVICES DEPARTMENT

1301 3RD STREET, SUITE 426
DETROIT, MICHIGAN 48226
PHONE 313•224•2900
FAX 313•224•2158
WWW.DETROITMI.GOV

To: Boysie Jackson, Chief Procurement Officer City of Detroit
From: Beth Niblock, Chief Information Officer
Date: July 13, 2015
Re: Renewal of the GroundWork0 contract

The Department of Innovation and Technology (DoIT) would like to exercise one of the three one-year renewal options for the Groundwork0 contract #2780852 which has expired.

The contract was competitively bid January 30, 2009 and included the ability to lease, purchase and maintain equipment along with network services for the City of Detroit. We are unable to locate bid tab that was created during this process.

DoIT will begin preparations to bid out services covered by Groundwork0 no later than November 2015.

This renewal is necessary so DoIT can continue support of the City of Detroit's voice and data infrastructure. DoIT has the following projects on hold pending approval of this agreement.

- Radios for the City Council neighborhood CB patrol program, \$176,860
- Fire and other City Agency's Network upgrade project, \$2,000,000 QOL dollar will be used for the upgrade

If you require any additional information, please do not hesitate to contact me at 313-224-2900.

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: June 30, 2015 Department: Dept. of Innovation & Technology Division: Contracts & Administration

Dept Head/Contact Person Beth Niblock Phone No.: 224-9517

2780852

Description: Network Support and Equipment Purchases (New and Lease) Contract No.: ~~2896016~~ PO Type: Prof Svc - CPO Est. Value: \$12,000,000

Contract Term (if applicable): January 23, 2008 to January 23, 2016

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

Recommended Supplier: Groundwork 0 Required Date: March 24, 2015

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: The contract is for the maintenance, lease and purchase of all the City of Detroit's network hardware. This includes the purchase of the radios for the City of Detroit's citizens CB patrol and the purchase of the network hardware for the Quality of Life Network Upgrade project. The Quality of Life Network Upgrade project will increase the network performance for Fire, Police, and other City of Detroit departments. This contract is also the vehicle that the City of Detroit uses to pay for ongoing and emergency break-fix support. This amendment is essential in keeping the City of Detroit's Voice and Data infrastructure running.

Consequence of not buying: The City of Detroit would need to go through the bid process again. This would extend the completion time of the Citizen CB patrol and Quality of Life Network Upgrade projects. This would also cause a lapse in maintenance on the City's voice and data infrastructure.

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

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: _____

4. Were savings achieved? **Because items are procured on an as needed basis savings cannot be evaluated until the request is generated.**
 Yes Amount \$ _____ No
Were additional savings requested? (10%) Yes No

01/11/12

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

6. The business being awarded is RENEWAL OF EXISTING CONTRACT

If #6 is a renewal provide justification for renewal: Continued support of the City network is essential to daily operation.

If #6 is a increase/decrease does this represent: Annual maintenance and the purchase of equipment and services needed for Police.

Variance in unit price only (Current unit price \$ _____ Suggest Unit Price \$ _____)

Change in amount/volume of the good or service to be used (no change in unit price)

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

If "yes" can this req/par be combined other department requirements? Yes No

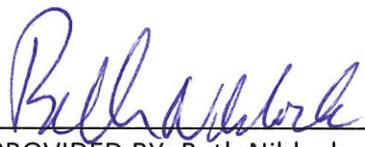
8. Is this a service that can be performed by City employees? Yes No

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

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED:  DATE: June 30, 2015

INFORMATION PROVIDED BY: Beth Niblock

TITLE: Chief Information Officer

PHONE NO. 224-9517

27 2015



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: Shirley@CannermanVCL.com

CONTACT NAME: Shirley Cannerman PHONE: _____ FAX: 248-738-2761

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

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

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

For:
Individual or
Company Name: Cannerman VCL LLC
Address: 2000 BROWN STREET #200

City: Detroit

State: MI Zip Code: 48222

Telephone: 248-318-9338 Fax #: 248-738-2761

E-mail Address: Shirley@CannermanVCL.com

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above):
SEAN DE VRIES Telephone #: 581-823-0324

Employer Identification or Social Security Number: _____ Fax #: 248-738-2761

Spouse Social Security Number: _____
38-3613406

Nature of Contract: 3,000,000 BID CONTRACT AMOUNT (if known):
TECHNOLOGY EQUIPMENT SERVICES Labor: \$ 500,000 Material: \$ 1,500,000
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 Estate & Trust

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 DES-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: INCOME TAX INVESTIGATOR Date: MAR 06 2015 Expires: _____

Yes No Signature: _____ Date: _____ Expires: _____

Yes No Signature: _____ Date: _____ Expires: _____

To check the status of a clearance, please call (313) 224-3328 or (313) 224-3329
VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mil.us

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid.

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

- SECTION A: BUSINESS LICENSE, BUDGET, CITY COUNCIL, DDOT, DPW, FINANCE, FIRE, HEALTH, HUMAN RIGHTS, LAW, MAYOR, OMBUDSMAN, PLANNING & DEVELOPMENT, POLICE, PURCHASING, RECREATION, WATER & SEWAGE, OTHER DEPARTMENT OF INNOVATION TECHNOLOGY

ADDRESS OF DEPARTMENT 1212 COLEMAN A. YOUNG Municipal Ctr. 2 WOODWARD 4827
DATE SENT 3-5-2015 CONTACT PERSON Robert Millender
PHONE NUMBER 313-506-8800 FAX NUMBER 313-224-2158 EMAIL millender@detroitmi.gov
CONTRACT AMOUNT \$ 3,000,000

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME Groundwork LLC
ADDRESS 2000 BRUSH ST Suite 262 CITY/STATE/ZIP Detroit 48226
CITY PERSONAL PROPERTY NUMBER 01991367.69 FID / EIN NUMBER 38-3613406
OTHER CITY-OWNED PROPERTY PARCELS NONE
CONTACT PERSON SHANE PFANNES PHONE NUMBER 248-318-9338 EMAIL ADDRESS Shane@groundwork

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED DENIED WITH ATTACHMENTS
MAR 05 2015 AUG 30 2015

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Groundwork, (hereinafter "Contractor"), am hereby authorized to 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/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; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization GROUNDWORK
(Type or Print Legibly)

Contractor Address Detroit, mi, 48226
(City) (State) (Zip)

Contractor Phone/E-mail 248-318-9338 / SHANE@GROUNDWORK
(Phone) (E-mail) .com

Printed Name & Title of Authorized Representative SHANE PFANNES OWNER

Signature of Authorized Representative: Shane Pfannes

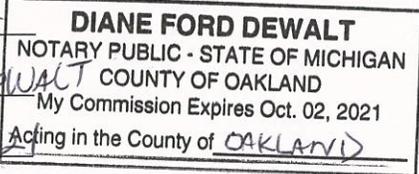
Date: 2-27-15

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

Signature of Notary: Diane Ford DeWalt

Printed Name of Seal of Notary: DIANE FORD DEWALT

My Commission Expires: OCT 02 2021



FOR CONTRACTING DEPARTMENT USE ONLY:
Date Rec'd: 6/1/15 Received by: [Signature] Title: DIRECTOR

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

61 (Policy Provisions: WC 00 00 00 C)
71

PE **INFORMATION PAGE**
WEG **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: HARTFORD UNDERWRITERS INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 10456
Company Code: 6



07503
*1500276PE71610101

POLICY NUMBER:
Previous Policy Number:
HOUSING CODE: 76

76 WEG PE7161
76 WEG PE7161

Suffix	
LARS	RENEWAL
	11

1. Named Insured and Mailing Address: GROUNDWORK O LLC
(No., Street, Town, State, Zip Code)

FEIN Number: 383613406
2000 BRUSH ST STE 262
DETROIT, MI 48226

State Identification Number(s):
UIN:
MI. RISK ID NO: 383613406

The Named Insured is: LIMITED LIABILITY COMPANY
Business of Named Insured: COMPUTER CONSULTING OR PROGRAM
Other workplaces not shown above: 2000 BRUSH ST STE 262
DETROIT MI 48226

2. Policy Period: From 01/14/15 To 01/14/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015
SAN ANTONIO, TX 78265
Producer's Code: 210705

Issuing Office: THE HARTFORD
3600 WISEMAN BLVD.
SAN ANTONIO TX 78251
(877) 287-1312

Total Estimated Annual Premium: \$342
Deposit Premium:
Policy Minimum Premium: \$285 MI (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL
Installment Term:
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Suean S. Castaneda* 11/29/14
Authorized Representative Date

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: MI

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 01 14 WC 00 03 08 WC 00 04 21C WC 00 04 22A WC 21 03 03A
 WC 99 03 00B WC 99 03 59B WC 21 03 04 WC 99 03 74

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8803 FACTORY COST SYSTEMATIZER, ACCOUNTANT OR AUDITOR - TRAVELING	60,700	.08	49
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			75
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			124
MI - MERIT MODIFICATION (0987) (TENTATIVE)			.950
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			118
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			118
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	60,700	.020	12
CATASTROPHE (9741)	60,700	.020	12
TOTAL ESTIMATED ANNUAL PREMIUM			342

Total Estimated Annual Premium: \$342
Deposit Premium:
Policy Minimum Premium: \$285 MI (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number: / 000000000

Labor Contractors Policy Number:

NAICS:
 SIC: 7371
 UIN:
 NO. OF EMP: 000002



IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. **YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY** SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

Hiring Policy Compliance Affidavit

I, SHANE PFANNES, being duly sworn, state that I am the _____
PRESIDENT of GROUNDWORLD LLC
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.

SIGNED,

Shane Pfannes

Title: PRESIDENT Date: 3-20-15

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

The foregoing Affidavit was acknowledged before me the 20 day of March, 2015,
by Diane Ford Dewalt.

Notary Public, County of OAKLAND

State of MICHIGAN

My commission expires: Oct 2, 2021

DIANE FORD DEWALT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Oct. 02, 2021
Acting in the County of OAKLAND



Employment Application Form

PLEASE COMPLETE PAGES 1-3. DATE _____

Name _____

Last
First
Middle

Present address _____

Number
Street
City
State
Zip

How long at current address _____

Telephone (____) _____

Are you under age 18 ____ YES ____ NO, if "YES", can you provide proof of your eligibility to work? ____ YES ____ NO

Are you currently authorized to work in the United States? ____ YES ____ NO. Proof of eligibility will be required if hired.

Position applied for (1) _____
 and wage desired (2) _____
 (Be specific)

Days/hours available to work
 No Pref _____ Thur _____
 Mon _____ Fri _____
 Tue _____ Sat _____
 Wed _____ Sun _____

How many hours can you work weekly? _____

Employment desired FULL-TIME ONLY PART-TIME ONLY TEMPORARY/CONTRACT

When are you available to start work? _____

TYPE OF SCHOOL	NAME OF SCHOOL	LOCATION	NUMBER OF YEARS COMPLETED	MAJOR & DEGREE
High School				
College				
Bus. or Trade School				
Professional School				

Technical Certifications: _____

Employee Referral? Name _____

APPLICATION FOR EMPLOYMENT

MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES? Yes No

ARE YOU NOW A MEMBER in the ARMED FORCES? Yes No

Specialty _____ Date Entered _____ Discharge Date _____

Work Experience Please list your work experience for the beginning with your most recent job held.
If you were self-employed, give firm name. **Attach additional sheets if necessary.**

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		

Reason for leaving (be specific)

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your Last Job Title		

Reason for leaving (be specific)

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		

Reason for leaving (be specific)

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		

Reason for leaving (be specific)

May we contact your present employer? Yes No

Did you complete this application yourself Yes No If not, who did? _____

PLEASE READ CAREFULLY

I hereby authorize the potential employer to contact, obtain, and verify the accuracy of information contained in this application from all previous employers, educational institutions, and references

I understand that any misrepresentation or material omission made by me on this application will be sufficient cause for cancellation of this application or immediate termination of employment if I am employed, whenever it may be discovered.

We are an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, gender, sexual orientation, national origin, citizenship, age, height, weight, or disability. We assure you that your opportunity for employment with us depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

Applicant Signature

Print

Date

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: GROUNDWORK
2. Address of Contractor: 2000 BUSH STREET #262
DETROIT MI 48226

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ___ No Yes, on: 2009
(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 2001 (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).

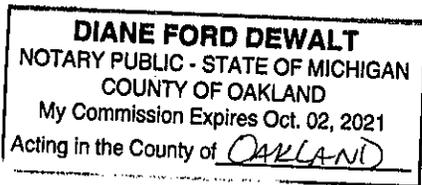
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to 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.

SHANE PFANNES (Printed Name) PRESIDENT (Title)

Shane Pfannes (Signature) 3-20-15 (Date)

Subscribed and sworn to before me
this 20 day of MARCH

Diane Ford Dewalt
Notary Public, _____ County, Michigan
My Commission expires: Oct 2, 2021



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No records found for current search.

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- Search Results
- Entity
- Exclusion
- Search Filters
- By Record Status
- By Functional Area - Entity Management
- By Functional Area - Performance Information

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0 records found for current search.

Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filter](#)
- [By Record Status](#)
- [By Functional Area - Entity Management](#)
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