

ATTACHMENT A: TECHNICAL PROPOSAL REQUIREMENTS & SPECIFICATIONS

RFP # COG-2123 - Fleet Related Technology and Software Solutions

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Section 1. General Guidelines

1.1. Instructions for Completing Attachment A

Attachment A is provided to Bidders in an editable Microsoft Word form so that it can easily serve as the base document for a Bidder's Technical Proposal. Bidders should incorporate their Technical Proposal responses directly into this document and include referenced attachments separately.

Use the following electronic file naming convention for naming your Technical Proposal prior to uploading your completed Technical Proposal to Bonfire: ***Technical Proposal – Bidder Name.docx***.

For sections of **Attachment A** structured like the example below, simply click in the green cell or paste (using the *Paste Special > Merge Formatting* function in Microsoft Word) your response.

1.1.1.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.
This is a sample question. Do not provide a response.	

For sections of **Attachment A** structured like the example below, click on the “Yes” checkbox if your solution **fully provides** the defined requirement. Click on the “No” checkbox if your solution does not provide or only provides part of the defined requirement.

1.1.2.	Financing. Does your company offer any financing options or programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
This is a sample question. Do not provide a response.		

1.2. Use of Attachments

Bidders may incorporate additional documents by reference as part of their response to the questions in this document. For example, you may want to include brochures, reports, charts, or graphs in response to specific questions. Bidders should clearly state in their response whether any specific documents are incorporated in their proposal by reference. In the event the attached documents are not referenced correctly, the PRT may exclude those attachments from consideration when scoring proposals.

The file names of such referenced documents that are included in a Bidder's electronic Technical Proposal submissions and uploaded to Bonfire should include in the following order: i) Technical Proposal, ii) Bidder's name, iii) the Section number of the question for which the file is included as part of the response, and iv) a brief description of what is included in the electronic file. For example, if a Bidder references an attachment that includes financial statements in response to **Section 2.2.1.**, the following electronic file name would be appropriate: ***Technical Proposal – Bidder Name – Section 2.2.1. – Financial Statements.pdf***.

Section 2. Bidder Overview & Qualifications

2.1. Company Information

2.1.1.	Company Name & Address.	
Company Name:	AssetWorks LLC	
Headquarters Street Address:	998 Old Eagle School Rd #1215	
City, State & Zip Code:	Wayne, PA 19087	
Main Telephone Number:	610-687-9202	
Website:	www.assetworks.com	
2.1.2.	Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	
AssetWorks LLC was originally formed as Control Software Inc in 1979 and was purchased by Constellation Software Inc in 2008 and rechristened as AssetWorks		
2.1.3.	Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	
<input checked="" type="checkbox"/>	Corporation – provide the State of incorporation and the company ownership structure.	DE
<input type="checkbox"/>	Partnership – provide the State of registration and the names of all partners.	Click here to enter response.
<input type="checkbox"/>	Sole Proprietorship – provide the State of registration and the name and title of the principal.	Click here to enter response.
<input type="checkbox"/>	Joint Venture – provide the State of registration and the names and titles of all principals.	Click here to enter response.
<input type="checkbox"/>	Other – provide detailed description of corporate structure and ownership.	Click here to enter response.

2.2. Financial Strength & Legal Considerations

2.2.1.	Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of
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	credit, and detailed reference letters. <i>Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</i>
AssetWorks LLC is a standalone subsidiary of Trapeze Software Group Inc which is wholly owned by Constellation Software Inc. (‘CSI’), the ultimate parent. CSI is a publicly traded corporation on the Toronto stock exchange with revenues of \$2.3B for FY2020. A copy of the Annual Report for CSI can be found as an attachment	
2.2.2.	Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.
None	
2.2.3.	Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.
None	
2.2.4.	Mandatory Contract Performance Disclosure. Pursuant to RFP Section 3.13 , disclose whether your company’s performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any “formal claims” for breach of those contracts. For purposes of this disclosure, “ formal claims ” means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder’s proposal. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.
None	
2.2.5.	Mandatory Disclosure of Governmental Investigations. Pursuant to RFP Section 3.14 , indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company’s performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder’s proposal at Group’s sole discretion. Equalis Group will make this decision based on the Proposal Review Team’s determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder’s performance of the work, and the best interests of Members.

None

2.3. Industry Qualifications

2.3.1. **Company Identification.** How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?

AssetWorks LLC is the sole source supplier of its suite of enterprise asset management software solutions

2.3.1.1. **Authorization.** If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

N/A

2.3.1.2. **Network Relationship.** If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this RFP.

AssetWorks is the sole source provider of the products and services offered herein

2.3.2. **Industry Experience.** How long has your company provided products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?

AssetWorks has been providing enterprise asset management software solutions for over 40 years. 100% of its revenue is realized from the proposed products and services.

2.3.3. **Geographic Reach.** Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.

AssetWorks can provide the proposed products and services throughout North America

2.3.4. **Certifications and Licenses.** Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when, and why did your company lose any referenced certifications?

AssetWorks has provided SSAE18 SOC2 certification/ISO27001 compliance since 2008

2.3.5. **Awards.** Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.

AssetWorks is recognized as the ‘best of breed’ solution by Oracle and is proud to claim 28 of the 50 states and eight of the ten largest cities in the US as valued customers. We haven’t sought awards ourselves, but rather have helped our customers achieve awards and recognitions for themselves including the majority of the 100 Best Fleets according to NAFA for the past decade are valued AssetWorks FleetFocus users.

2.4. Public Sector Focus

2.4.1. **Public Sector Contract Vehicles.** What Public Sector contract vehicles (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services defined in this RFP? For each contract vehicle, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?

AssetWorks holds state contracts in California, Ohio, New York, Texas, New Jersey, Delaware and Pennsylvania. We also have a GSA schedule (exp 2025) and a Sourcwell contract (exp 6/2022)

- 2018
 - GSA - \$4,075,302
 - Sourcwell – \$1,766,314
- 2019
 - GSA - \$4,221,853
 - Sourcwell – \$1,467,377
- 2020
 - GSA - \$6,111,950
 - Sourcwell - \$2,087,148

2.4.2. **Education Success.** What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?

As a standalone subsidiary of a publicly traded corporation, actual revenues are not separated out from the parent as this would be in violation of securities law. We can confirm that approximately \$4M in revenues from Higher Ed for FY2020

2.4.3. **Government Success.** What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?

Again, it is in violation of securities law to breakdown annual revenue by subsidiary. The following approximation is offered as a show of good will: \$45M local government/\$20M private sector (approx.)

2.4.4. **Public Sector Strategic Growth Plan.** Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational institutions in each of the

	last three (3) calendar years? What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions? <i>For clarity, the figures requested are to include revenue generated through cooperative contracts (see question 2.4.1) and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</i>
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Again, it is in violation of securities law to breakdown annual revenue by subsidiary. The following approximation is offered as a show of good will: 80% local government/ 20% private sector with an aggregate revenue volume of \$60M approximate. AssetWorks has realized year over year growth typically around 8%. Please see the CSI Annual Report for details.
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2.5.1.	
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Section 3. Products and Services

3.1. Products & Services

3.1.1.	<p>Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal, including the features and benefits and how they address the scope of this RFP.</p> <p>IMPORTANT: this description along with the products and services outlined in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p>
<p>AssetWorks FleetFocus: FleetFocus is a comprehensive maintenance management system that aims to address the challenges faced by fleets of all sizes. It was designed by fleet managers for fleet managers with robust features and an easy-to-use interface. FleetFocus is capable of tracking an unlimited number of vehicle equipment units and supports an unlimited number of workstations from any number of locations. FleetFocus tracks all functions related to the maintenance of vehicle equipment, including repair and preventive maintenance (PM) work orders; operating expenses including fuel, oil, and licensing; and billing for equipment usage. FleetFocus also offers several optional modules, including motor pool management, touch screen portals, service level agreement tracking, shop scheduling, equipment planning and replacement, production (back-shop) rebuild planning/management, and Global Positioning (GPS)/Automatic Vehicle Location (AVL) integration.</p>	

AssetWorks FuelFocus: [FuelFocus](#) is an automated fuel management system that supports continuous, real-time fuel management over virtually any communication platform. Its sophisticated combination of hardware and software provides accountability for metered or pulsed consumables, including gasoline, diesel, propane, CNG, LNG, hydrogen, glycol, and lubricants.

AssetWorks EAM: The AssetWorks Enterprise Asset Management (EAM) system is a cutting-edge solution designed for city, county and public works organizations. With EAM, organizations can manage and maintain all their community's assets, regardless of type or complexity, in one integrated system.

Proper maintenance on mission-critical assets relies on having accurate information about condition and location of the assets and requires considerable coordination and management of operational resources, such as personnel, equipment, materials and vehicles.

AssetWorks FSS: AssetWorks Field Service Solution connects field operators and office staff and allows job details to be tracked in real time— even in remote locations. Field operators can electronically manage field tickets and work orders, collect field data & work performed with real time job updates to dispatch.

AssetWorks Telematics Cloud: The AssetWorks Telematics Cloud platform allows your telematics provider of choice to integrate into your instance of FleetFocus through the cloud environment. With Telematics Cloud, fleet managers have quick access to vehicle location data, as well as diagnostics and maintenance alerts, in one, integrated platform.

AssetWorks FuelDrive: Maintain peace of mind and data security with FuelDrive Software as a Service (SaaS). Utilizing the Microsoft Azure platform, FuelDrive data is encrypted and protected using several layers of security behind a firewall, with password and permission protection for database access. A dedicated server farm means your data is secure and available when you need it. No need to perform daily backups or have internal data recovery systems in place. Your data is automatically backed up and stored on a managed infrastructure featuring full infrastructure redundancy. In the event of a failure, downtime or excessive traffic at the primary server, the system will automatically shift to an alternate infrastructure on a redundant server, allowing for uninterrupted access of your data.

AssetWorks CAM: AssetWorks Capital Asset Management (CAM) provides instant access to multiple life cycle cost models based on your real fleet data. With CAM, you can INSTANTLY calculate annual operating rates, forecasting operating costs, labor equivalents and more—analyses that typically take asset managers weeks to generate!

3.1.2.	Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.
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AssetWorks only markets and sells its own suite of software solutions

3.1.3.	Customized Offering. Describe how you are able to customize the program offering to Equalis Group Members.
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The products proposed are highly configurable to support virtually any business process or workflow but are also customizable.

3.1.4.	Differentiators. Describe what differentiates your company's products and services from your competitors.	
<p>AssetWorks is the industry leader in enterprise asset maintenance management software solutions to the public sector. We have been providing our solutions for over 40 years and implemented our software over 585 times without a single failure. Please see the document labeled 'Differentiators' for more details.</p>		
3.1.5.	Integrations. Provide description of your company's approach to APIs and integrations. Provide a list of other applications or software system with which your solutions integrate.	
<p>AssetWorks solutions are built using an open architecture for ease of integration. We strive to be the system of record for all physical assets including vehicle, road way and fixed assets and therefore integrate with a wide variety of ERP, financial, human resource and purchasing systems. Previous experience includes SAP, PeopleSoft, MUNIS, Oracle, and many more.</p>		
3.1.6.	Data Protection. What security certifications does your company currently hold that establish your processes for protecting user Data?	
<p>AssetWorks is a SSAE18 SOC2 certified/ISO27001 compliant organization and has been granted an ATO as a facility housing Confidential But Unclassified data under NIST800-53 by the Department of Justice at the behest of the Department of Homeland Security, a current AssetWorks customer. The AssetWorks Data Classification Policy is available upon request.</p>		
3.1.7.	Security. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?	
<p>As a fully web-based application, AssetWorks uses and recommends HTTPS using TLS1.2/1.3. Please see the System Requirements document included with this response. All updates to the database are done through the business components layer to provide consistent data validation and relational integrity. There is no data stored on the client. The session information is stored in the database using a random key generated by a command. We do not use cookies and we do not send any data in the URL. All other data is protected by using TLS.</p>		
3.1.8.	Data Import and Export. Describe your solutions' ability/inability to allow for the import and export of legacy data.	
<p>AssetWorks FleetFocus is delivered with a Data Loading Tool . The objective of the data loading services is to process data from the applicable customer sources and map the data into the AssetWorks application. AssetWorks will determine the necessary data required to make the system operational (e.g., asset data, current assignments and locations, etc.) and then identify, in conjunction with the customer staff, what data will be available from current systems, and what data the customer may have to be entered directly into the AssetWorks system by the Customer.</p>		
3.1.9.	Installation. Is installation available as a part of your proposal? If yes, continue answering the remaining questions in 5.2.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

AssetWorks qualified technicians will install the application on-premises or via our Data Center. The customer Designated Key User will be trained as the System Admin with documentation tailored at time of installation.

3.1.10.	Installers. Is the installation service performed by a company owned installation team or one of your dealers or resellers?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Click here to provide additional commentary, if necessary.

3.1.11.	Qualifications. Describe the qualification of your installation crews. Your response may include, but is not limited to, training and certification requirements.
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All AssetWorks installers are regular, fulltime employees and not contractors. All our employees have been vetted and have background checks. Depending on the customer security requirements, security clearances are available based on role and responsibility.

3.1.12.	Implementation. Does your company provide services to assist in deploying or implementing the solutions included in your proposal? If yes, describe how your company's approach to deploying solutions to customers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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AssetWorks offers our solutions as on-premises installations or hosted in our secure Data Center. For on-prem installations, the AssetWorks technician will perform the install and at that time, create client-environment specific documentation for the customer System Admin to have for future reference. Upgrades can also be performed for on-prem, but are contracted separately. For those opting for the hosted solution, all installation, configuration, upgrades and patches will be performed in accordance with the Hosting Agreement included herein.

3.1.13.	Training & Education. If yes, provide a description of the training services and education resources available to Members.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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In terms of our Training Services, AssetWorks can provide on-site training in a classroom environment suitable for training. The Customer will be responsible for providing and preparing the training facility.

All training sessions, except for End-User training are normally led by AssetWorks staff. End-User training can be conducted directly by AssetWorks, although most customers opt for a train-the-trainer approach and have their own staff handle the end-user training. In such cases, the End-User training is for just the trainers. Our proposed scope of work is based on a train-the-trainer approach.

The following describes the various training sessions we typically recommend for all new client installations.

Technical Training

Technical training in the case of a hosted customer is really intended for troubleshooting as the maintenance of the application, database and operating system will be managed by the AssetWorks Data Center. The majority of this kind of training will focus on configuration of security, SSO (if applicable) and browser setting. It is typically an informal session provided at the time of software installation. The course objectives are:

- Technical Overview of the Application Configuration
- Configuration of Security
- Configuration and Administration of AssetWorks FleetFocus

Application Training

AssetWorks will conduct Application Training sessions for system administrators, client trainers and key system users in the various application functions (i.e.: Asset Management, Maintenance Management, Invoice Processing, Materials Management, Work Management, Time Entry, Reporting, etc.). The actual topics of this training will depend on the functionality to be used, but generally includes:

- Asset Set-up
- Asset Acquisition and Disposal
- Work Order Processing
- Parts Inventory
- Account and Billing Set-up
- Automated Labor Input
- Standard Jobs and PM Forecaster
- Billing and Accounting Functions
- Enterprise Modules (i.e. , Replacement, Performance Monitoring)

This training will be divided into separate sessions with each session covering a specific topic. These sessions usually employ a “train-the-trainer” approach. At the conclusion of these sessions, the client should be able to finalize their policies and procedures as they relate to FleetFocus and will be prepared to perform end-user training. The AssetWorks Project Manager will provide a training agenda agreed to by the Project Team that will detail the specific topics for each day of training. The Project Team will be responsible to have the appropriate key personnel from each functional area available for the training sessions.

Security Training

One of the key first steps in configuring the application is setting up the applications security framework. The purpose of this session is to train system administrator and key users on configuring the application security, including:

- Creating Database Users
- Configuring Security Roles
- Setting up Application Users
- Frame and Report Maintenance
- Configuring Field Level Security
- Building Menus

Once this task is completed, users can begin the process of setting up and configuring the application.

The attendees for this training session should include the entire project team, application managers, client trainers and key system users. The duration of this class is typically three days.

Key-User Training

AssetWorks will conduct Key-User configuration Training sessions for System Administrators and key application users. The objective of this course is to provide key users with the skills and information necessary to make decisions and perform all system set-up tasks with relation to security, operational codes, departments, locations, vendors, assets, employees, products, inventory, scheduled jobs, warranties and items. This course includes thorough instructions and hands-on training in:

- System Navigation
- Loading and Understanding Codes and Code Structures
- Setting System Parameters

Attendees for this training session should include the entire project team, application managers, client trainers and key system users. The duration of this class is typically four to five days.

End-User Training

Typically the end-user training is completed close to the final system “live” date as possible. By having the training close to the live date, users are able to put the training to use as soon as possible and avoid “memory leaks”. The sessions are also broken down by job responsibility (mechanic, service writer, parts technician, asset clerk, etc.) to insure training is targeted to the needs of users.

The End User training can occur in a classroom setting for certain user groups or actually on the shop floor for others. The AssetWorks project manager will work with the appropriate client representatives responsible for each end user area to schedule End User training sessions so that every employee work shift is able to attend an appropriate training session. The duration of the initial session that includes AssetWorks involvement is typically three to five days.

Functional Areas/Topics	Typical Attendees
<u>Shop Operations</u>	
Opening/closing work orders	Shop Supervisors
Work request management	Foreman
PM schedules/forecasting	Service Writers
Work order history	Clerical Support
Shop reporting	
Labor capture	
<u>Shop-Floor</u>	
Labor capture	
Adding/Completing jobs	Mechanics
Part Entry	
Asset repair history	
<u>Parts Inventory</u>	
Procurement procedures	
Issuing, receiving, returns, transfers and adjustments	Parts Supervisors
Part query	Parts Room Staff
Inventory setup	
<u>Equipment Assets</u>	
Purchasing	
New equipment setup	
Disposal	Asset Admin Clerk
Licensing	
Assignment	
User-defined fields	

Roll Out Support and Training

AssetWorks will provide general on-site support during the initial phase of the production implementation. This support will include both general training support and technical support. The duration of this session for the initial live is three to five days. Roll-out training closely resembles the End User training. The main difference is that this training acts as a refresher session that occurs immediately after the FleetFocus system is “live” at the client site. Typically, the topics covered and training guides utilized are also used in this training.

Additional post-implementation training materials and videos are available on the AssetWorks Community website.

3.1.14. **Hosting.** If yes, provide a description of the hosting services included in your proposal. ☒ Yes ☐ No

AssetWorks has over 25 years' experience managing the hardware, operating system, database management system and application environments required for the development, testing, training, and production support of its client server and web-based applications. This experience has been built over the years through 24x7 customer service and Information Technology back-office support for our hosted services customers. In 1997, AssetWorks, with its solution FleetFocus, became the first in the Fleet Enterprise Asset Management (EAM) industry to offer hosting services as an Application Service Provider (ASP) to our valued client-partners. AssetWorks provides hosting services for our entire suite of Enterprise Asset Management ('EAM') applications including FleetFocus, FuelFocus, CAM, EAM, FSS (Field Services Solutions), Integrated Workplace Management and Fixed Asset Management. As testament to over a decade of service, AssetWorks can claim both private and public sector organizations as satisfied customers including a number of agencies within the federal government.

AssetWorks has garnered this high level of trust from our customers because of both our experience and professionalism and our comprehensive Security Management and Disaster Recovery Plan. Since September 2006, and with annual renewals since then, the AssetWorks Data Center in eastern Pennsylvania maintains SSAE18-SOC 2 certification status by the independent auditing firm of Lurie LLP. The SSAE18-SOC 2 is an auditing standard designed to enable an independent auditor to evaluate and issue an opinion on a service organization's controls. The audit report (i.e. the service auditor's report) contains the auditor's opinion, a description of the controls placed in operation, and description of the auditor's tests of operating effectiveness. In the case of the AssetWorks Data Center, the organizational controls, application development and maintenance controls, logical security and access controls, data processing controls and business continuity controls all were designated as meeting or exceeding standards. The standards are those set forth by the Information Systems Audit and Control Association (ISACA) and approved by the Public Company Accounting Oversight Board (PCAOB).



These certifications ensure that **AssetWorks has in place all policies and procedures to make your data safe**. We operate our Data Center in the highest standards demanded by our customers including:

- ✿ The AssetWorks Data Center is designated a Tier 3 facility as defined by the Uptime Institute and provides operational and environmental redundancy:
 - 2N power distribution systems provide diversified power
 - High level of security through mantrap with dual factor, biometric access control and closed circuit video surveillance
 - Carrier-neutral facility with 13 on-premises carriers
 - Managed dark fiber, high-speed fiber optic network within facility provides access to service provider secure WAN
 - Custom built mass air units condition data centers with green energy technologies
- ✿ Cloud back-up storage redundancy
- ✿ Security monitoring
- ✿ Tiered firewalls and data encryption

- ⚙️ Dedicated hardware and networks
- ⚙️ Data back ups retained for 90 days standard
- ⚙️ Disaster Recovery Plan in place

AssetWorks has developed Service Level Agreements specific to the hosting of application suites. Each Service Level Agreement starts with a baseline agreement that is tailored to meet the unique needs and requirements of each customer. To help customers evaluate the service level actually provided, AssetWorks provides regular benchmarks and metrics to its hosted customers regarding application and network performance. As part of the standard hosting services provided, AssetWorks will maintain the database and application servers, as well as the network infrastructure required for operation and connectivity to the Internet (or customer Intranet, as an option). AssetWorks will provide the server operating system and RDBMS licenses, including maintenance for those systems, and required back-office maintenance and support of server hardware, including database back-ups (including cloud storage) and disaster preparedness tasks (including recovery training and testing).

The AssetWorks Data Center Disaster Recovery (DR) Response Plan offers the following service to our customers:

DISASTER RECOVERY

Disaster Recovery is available to all hosted customers. This service involves backing up and recovering the customer database and attachments to the Disaster Recovery Site (DRS) as well as providing the FleetFocus application in a configured Disaster Recovery Site.

- AssetWorks contracts with an offsite, secure facility to store the latest version of database backup files and attachments.
- AssetWorks contracts with a provider to have an off-site server standing ready to restore our backups.
- In the event of an incident, latest off-site database archives are stored at off-site DRS facility.
- The FleetFocus application server software is maintained as 'current' in the DRS to be compatible with the working version in the Data Center.
- The FleetFocus database server configuration (tnsnames, websites, etc.) is also kept current in the DRS to be compatible with the working version in the Data Center.
- Any attachments on the application server will be restored on the DRS application servers.
- DNS changes would make the FleetFocus DRS application available through the customers URL.
- RTO (Recovery Time Objective) is a target of 48 hours with a maximum of 4 days.
- RPO (Recovery Point Objective) is under one minute.

OPTIONAL ENHANCED DISASTER RECOVERY

For customers for whom the RTO of four (4) days is insufficient, a quote can be provided for the required RTO; i.e. near real-time or fewer than four days.

3.1.15.	Other Services. If yes, provide a description of the other services included in your proposal that have not been addressed within this document.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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AssetWorks offers our own fueling credit card, TripCard, for our FuelFocus customers and can provide fleet maintenance management consulting to our customers.

3.2. Turnkey Capabilities

3.2.1.	Turnkey Capabilities. Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and reporting.
AssetWorks is the sole source provider of our suite of software solutions. Our software is considered Commercial Off-the-Shelf (COTS) and is fully web-based for ease of implementation. For those opting for an on-premises installation, the specific system requirements for our solutions have been included with this response. In the case of our FuelFocus solution, there are site inspections and assessments done prior to install. Please see the FuelFocus Overview for more details about site readiness.	

3.3. Additional Features

3.3.1.	Value Add. Describe any other features or capabilities relating to this RFP that would improve or enhance your company's proposal. Your response may include, but is not limited to, additional or complementary products and services, ecommerce capabilities, marketing capabilities, green initiatives, and technological advancements.
AssetWorks works collaboratively with our customers to enhance and expand our software solutions. On our website and included with this response are Case Studies from actual customers showing how the utilization of our software has allowed them to meet environmental, financial and performance goals.	

3.4. Additional Offerings

3.4.1.	Other Capabilities. Identify and describe any other products and/or services your company offers outside the primary scope of this RFP that can be made available to Equalis Group Members. Include proposed pricing for any additional products or services your company offers in Attachment B – Cost Proposal in accordance with the directions provide in RFP Section 2.3 Cost Proposal & Acceptable Pricing Formats .
<p>As part of our continuing commitment to provide comprehensive cradle-to-grave asset management to our customers, AssetWorks offers a wide-ranging suite of software solutions. As an existing contracted customer, the following optional modules, services and products are available for purchase:</p> <ul style="list-style-type: none"> ➤ FuelFocus: AssetWorks automated fuel management system offering the industry's only fully integrated, REAL TIME fuel and product dispensing, management and tracking solution. FuelFocus is an automated fuel management system that supports continuous, real-time fuel management over virtually any communication platform. FuelFocus can help your organization improve accountability for metered or pulsed consumables, including gasoline, diesel, propane, CNG, LNG, hydrogen, glycol, and lubricants. ➤ Capital Asset Management Solution- CAM: AssetWorks Capital Asset Management (CAM) is a comprehensive asset life-cycle-based management system, designed to help asset managers find ways to minimize capital expenditures and operating expenses by maximizing the useful life of an asset. CAM also provides tools to support the fundamental asset management tasks of procurement and remarketing. 	

- **KeyValet:** AssetWorks fully integrated KeyValet is a comprehensive solution for managing all aspects of running a motor pool including customer reservations, vehicle check-out, billing, and maintenance of vehicles. Motor pools assist fleet managers to reduce fleet size while increasing utilization.
- **Mobile Workforce Solutions:** AssetWorks Field Service Solution is a complete AVL/GPS, field ticketing, driver behavior and mobile workforce management solution that improves the efficiency of fleet-based business. Deployed in the cloud, the solution can be implemented quickly and tailored to fit every fleet's needs and budget.
- **TRIPCard:** Backed by the trustworthiness of MasterCard® and accepted at more than 190,000 locations, the AssetWorks TRIPCard offers public sector organizations a whole new way of managing fuel and maintenance-related purchases for employees on the go. The TRIPCard features data integration directly into AssetWorks EAM within hours of the transaction posting. This provides increased benefits, such as improved accountability and enhanced authorizations controls, with the flexibility and portability of a credit card.
- **SmartApps:** Compatible with any HTML supported device including Android and iOS, AssetWorks SmartApps Suite offers fleets convenience, ease-of-use and integration of each mobile application with the FleetFocus fleet management solution. Functions include Work Center, Inspection Checklist, Yard Check and Dashboards.

3.5. Warranty

3.5.1.	Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u> .
Please see the AssetWorks License Agreement for Warranty details.	

Section 4. Business Operations

4.1. Logistics

4.1.1.	Distribution Capabilities. Describe how supplier proposes to distribute or make available the products, services, and solutions in Bidder's defined geographic reach.
As a fully web-based solution, all products are configured via the web or sent via secure ftp. AssetWorks has the depth of resources to provide full implementation and services across North America without using any subcontractors. We believe that maintaining all professional service project resources as regular employees offers assurance of both quality and security. While 2020 was certainly challenging and in <i>response to the travel ban due to the pandemic</i> , AssetWorks	

has successfully implemented and trained 15 new customers REMOTELY underscoring the agility of our methodology and the professionalism of our staff.

4.1.2.	Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.
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No other companies are involved

4.1.3.	Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
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AssetWorks provides 24/7 support services for emergency production-down scenarios.

4.2. Customer Service

4.2.1.	Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.
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The AssetWorks Support Center is staffed by regular, fulltime employees of AssetWorks. Access to the Support Center is not limited or 'tiered' and all customers have unlimited access to both technical and application support personnel. AssetWorks does NOT outsource its support.

Post Implementation Support

Telephone Support

AssetWorks provides customer support service center fully staffed from 5:00 AM PST to 5:30 PM PST Monday through Friday. When a call is placed to the Client Services group, a representative will receive and own the ticket for the life of the item. The main office supporting the AssetWorks FASuite product line is:

AssetWorks LLC
16201 East Indiana, Suite 2900
Spokane Valley, WA 99216
Tel: 1-800-900-8152 (Support Center)

Weekend and After Hours

Weekend and after-hours calls will be routed to an answering service and then on to the Client Services staff. The "on-call" representative will respond to priority 1 (down system) items during these hours. AssetWorks uses its online interactive problem management system to log and track all customer-reported support requests.

AssetWorks offers four levels of response to all customers seeking support.

Level-0 Support

This is where your call is first handled. Our friendly and committed staff of support coordinators will record your request using our call tracking software. Your call will then be routed to the appropriate support staff member.

Level-1 Support

This is the service provided for initial support requests. Our Level-1 Client Service Specialists (CSSs) provide problem determination assistance, analysis and resolution, as well as preventive and corrective service information.

Level-2 Support

This is engaged by Level-1 for in depth analysis of complex problems. Our Level-2 CSSs are trained to analyze, troubleshoot, and reproduce errors, and solve complex technical issues.

Level-3 Development

This is engaged if a problem is identified in AssetWorks product code, or if there is a request for new functionality that is not in the existing product. Level-3 Development Engineers are responsible for analyzing code problems and developing fixes for complex technical problems.

AssetWorks Priority Levels and Communication Methods

Responses to customer requests and usage questions are prioritized according to priority levels. Your call will be analyzed and prioritized to ensure that the support staff responds according to your individual business requirements.

Priority 1 (Down Production System)

This type of problem is considered the most critical, under any circumstances. These calls are handled immediately and all appropriate Managers and Level 2 resources are notified via phone or pager. Customer contact is maintained until AssetWorks and the customer reach a viable resolution. If a Priority 1 problem takes place outside normal business hours, an "on call" Client Service Specialist is alerted to address the Priority 1 problem after hours. The primary goal is to get the production system back on-line as soon as possible.

Priority 2 (Critical Business Process Function Unavailable)

A problem is defined as Priority 2 when the software in a production environment is operational with functional limitations or restrictions to key portions of the system.

Priority 3 (Normal Priority)

Priority 3 problems make up 95% of all calls to Customer Support. Priority 3 issues cover topics such as Support site requests, general advice, annoyances, non-business critical defects, and "how to" questions.

Priority 4 (Enhancements & Documentation)

Priority 4 issues are addressed if there is a request for new functionality that is not in the existing product. These requests are forwarded to the Product Review Board. Priority 4 issues include documentation errors etc. Such errors are normally corrected in the next maintenance release of the product.

4.2.2.	Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.
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Customer Support Escalations

AssetWorks Customer Support is very committed to achieving high satisfaction ratings from our customers. However, we realize that occasionally our customers have support issues that need to be escalated to AssetWorks Management.

Escalation Path

When should you use the AssetWorks Product Support Escalation Path?

- When a Priority 1 issue is not being addressed immediately
- When difficulties are encountered in obtaining account status
- When standard processes are not satisfactory

Process: Ask the Client Service Specialist handling your ticket to notify a Senior Client Service Representative. The CSS will note the information in the ticket and ask the Senior Representative to follow up. If the Senior Client Services Representative is unable to resolve the issue in a timely fashion, the item will be escalated to the Department Director and then to the Vice President.

Research & Development Issues:

If a reported incident is determined to be a product defect, the Client Service Specialist (CSS) will escalate the ticket to the appropriate Research and Development Team. The CSS will update the customer regarding the Development and QA process. If a reported incident is determined to be an enhancement request, the CSS will forward the request to the AssetWorks Product Review Board. The Review Board will review submitted business and technical justification, determine an impact assessment, and decide whether to include in future development plans. The CSS will update the customer regarding the solution.

4.2.3. **Product Returns.** Describe your product return policy and procedures.

N/A

4.2.3.1. **Forums and Support Groups.** Does your company offer any user groups or support forums? ☐ Yes ☐ No
If yes, provide a description of the forums and support groups available to Members.

AssetWorks has a large and diverse group of users who work collaboratively with us as to the future direction of our products. All customers are automatically enrolled in the User Group and have access to our Knowledge Base, FAQs, Online Forum, documentation and videos.

Because of our diverse customer base, we have developed important reciprocal relationships with our customers that drive how the application is developed and the direction it takes. With that philosophy in mind, AssetWorks has employed a strategy of ‘customer-equality’. As the leading provider of enterprise asset management software for both the public and private sectors, AssetWorks is in the enviable position of claiming some of the nation’s largest organizations as customers. But as a way to confirm our commitment to *all* of our customers, regardless of size or budget, AssetWorks offers all enhancements and modifications to the base system to all customers. We want all customers to benefit as a group from the development efforts sponsored by others. New enhancements and features made to the base system are optionally available to all customers at the time of release by the use of module flags and application controls. Customers are given the option of utilizing the new feature or not.

Additionally, those enhancements not specifically sponsored by a customer, but deemed to be beneficial to the overall mission of the application, are compiled into a list and voted on by the entire User Community during the respective Annual User Conferences. A selection of those features or enhancements receiving the most votes, are developed “gratis” by AssetWorks and offered as part of the general release. ***We believe this strategy offers the best value to our customers and reinforces our commitment to the asset management industry sector.***

Additionally, to benefit our valued client-partners, AssetWorks hosts AssetWorks Academy---an annual, invitation-only event for all current customers. We provide courses and training on all AssetWorks products, including breakout groups and industry round tables where participants can exchange ideas and work toward solutions to shared

challenges. We also invite a number of vendor partners to participate and showcase additional products that may be helpful for our customers.

4.2.4. **Service Level Agreements.** Describe your Service Level Agreements (SLAs) along with your levels of response.

Please see the Hosting Agreement included with this response.

4.2.5. **Issues & Bugs.** Describe your company's process for reporting, addressing, and fixing errors, issues, and bugs.

AssetWorks utilizes **ZenDesk** as its CRM tool. Customers may access all reported issues, check the status and resolution via the Community customer support website. All contacts between the customer and the Support Center are logged and available for review online. If a reported incident is determined to be a product defect, the Customer Care representative will escalate the ticket to the appropriate research and development team. The representative will update the customer regarding the development and QA process. If a reported incident is determined to be an enhancement request, the representative will forward the request to the AssetWorks Product Review Board. The review board will review submitted business and technical justification, determine an impact assessment, and decide whether to include in future development plans. The representative will update the customer regarding the process.

4.3. Order & Invoice Processing; Payment

4.3.1. **Purchasing Options.** Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of contact or if the contract will be made available to your dealers and reseller to serve as the single point of contact.

AssetWorks is the single POC of contact for the customer. Typically your Sales Manager, John Crane, will establish the original contract for license and services. Once the project enters maintenance, there is a formal hand-off to the Accounting Department who maintain all customer billing details.

4.3.2. **Order Process.** Describe your company's proposal development and order submission process.

Customers should contact John Crane, the National Sales Manager, for all orders such as additional licenses, modules etc.

4.3.3. **Invoice Process.** Describe your company's invoicing process.

Customers are invoiced according to terms set at time of contract, i.e., monthly, quarterly or annually. During project implementation, billing milestones are set according to mutually agreed upon definition.

4.3.4. **Payment.** What are your standard payment terms? What methods of payment do your company accept?

AssetWorks can accept ACH direct deposits

4.3.5.	Financing. Does your company offer any financing options or programs? If yes, provide a description of the financing options available to Members.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Click here to enter response.

4.4. Members Contracting for Services

4.4.1.	Customer Set Up. Once an Equalis Group Member decides to accept your company's proposal for services as described in this RFP, what is the process for the Member to become a customer?
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The prospective customer should contact John Crane at email: john.crane@assetworks.com for additional information and quote. John will arrange a demonstration of the software to the customer key users and answer all questions about the product. Once the contracts are signed, the Sales Manager introduces the customer to the Implementation Project Team. Once the implementation is complete, there is a formal hand off procedure to the Support Center where important details about the customer environment, integrations or customizations are shared.

4.4.2.	Customer Agreements. Does your company have standard customer agreements? If yes, please provide copies of any standard customer agreements and describe your process and timeline for reviewing, negotiating, and finalizing any customer-specific contract terms or requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Please see attached

4.5. Sustainability, Reclamation, and Recycling Initiatives

4.5.1.	Sustainable Company Initiatives. Describe the ways in which your company is addressing the issue of sustainability.
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Sustainable software has the aim of reducing the environmental deterioration created by the massive use of technology and seeks to raise consciousness regarding care of the planet. Recent studies conclude that a 6–15% reduction in CO2 emissions could be achieved through smart applications, the increasingly efficient use of energy and the dematerialization of energy-intense technologies. Energy-aware software design studies have proven that a potential power reduction of 30%–90% can be achieved (<https://www.networkworld.com/article/2861005>). As an example, a particular choice of API in which different sizes of buffer were selected had significant impacts on the energy cost, saving up to 76% of the power initially consumed.

Sustainable software can be divided into *green in software* or *green by software*. In the first case, the software itself and the process involved in its development and production by AssetWorks is considered with the aim of caring for the environment. The second term, *green by software*, is related to the use of the AssetWorks suites of software as a means to achieve environmental sustainability by our customers. The AssetWorks FleetFocus solution provides significant impact to our customers by promoting a 'greener' shop with paperless workflows, the ability to track carbon emissions, maintain assets for peak performance and efficiency and much more. Both green in and green by software

are key in attempting to achieve a cleaner management of production, especially when software plays an important role in that process.

Section 5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1.	Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas; Executive Contact, Contract Manager, Account Manager/Sales Lead, Reporting Contact, and Marketing Contact. Indicate who the primary contact will be if it is not the Account Manager.
<p>John Crane, National Sales Manager (john.crane@assetworks.com)</p> <p>Joseph Keefe, VP of Sales (joseph.keefe@assetworks.com)</p>	
5.1.2.	Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.
<p>AssetWorks does not retain third party sales resources and maintains all sales and marketing as regular employees. Please see the Territory Map included with this response.</p>	

5.2. Contract Implementation Strategy & Expectations

5.2.1.	Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include, but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.
<p>AssetWorks enjoys a strong presence in the public sector arena and is a sponsoring vendor at a number of large trade shows during the year including APWA, GFX, NAFA, and PWX. These shows are heavily attended by fleet managers and administrators in the public sector. If awarded, AssetWorks commits to the following:</p> <ul style="list-style-type: none"> AssetWorks will issue a co-branded press release at time of award announcement AssetWorks will publish a link of Equalis Group Master Agreement details and its internal and public facing websites AssetWorks will scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and AssetWorks 	

- AssetWorks will highlight the Equalis Group in its marketing materials in national and regional conferences and trade shows
- AssetWorks will attend national and regional Equalis Group Member networking events when possible
- AssetWorks will design, publish, and distribute co-branded marketing materials
- AssetWorks will engage in ongoing marketing and promotion of the Equalis Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

Please see Sales Territory maps attached with this response.

5.2.2.	Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to enter response.

5.2.3.	Revenue Objectives. What are your sales revenue objectives in each of the five (5) years if awarded this contract?
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AssetWorks would conservatively estimate the opportunity year one to exceed \$500,000.00 with a 30% increase YOY for the 5 year contract.

Section 6. Administrative Requirements

6.1. Admin Fee & Reporting

6.1.1.	Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is two percent (2%) based on the terms disclosed in the Attachment D – Model Administration Agreement .	<input checked="" type="checkbox"/> Agree <input type="checkbox"/> Negotiate
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Please see red-lined agreement attached.

6.1.2.	Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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Click here to provide additional commentary, if necessary.

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DIFFERENTIATION

The AssetWorks philosophy of total customer involvement means that our enhancements and features are driven by our users with an eye towards emerging technologies, with the focus on being cutting edge, not bleeding edge. We work collaboratively with our customers to ensure the ever changing environment of fleet maintenance management are being met by our solutions. We are the industry leader for one reason: Our solutions have been written by fleet professionals for fleet professionals.

The solutions, project management skills and experience provided by AssetWorks differ from our competitors in real and proven ways including:

FOCUS:	AssetWorks LLC is 100% focused on off-the-shelf asset management software solutions.
STRENGTH:	AssetWorks LLC is supported by a financially sound, profitable company. The AssetWorks ultimate parent, Constellation Software Inc., is a publicly traded corporation on the Toronto stock exchange providing the transparency and rock-solid financial backing with annual revenues exceeding \$2.3B. Additionally, <i>AssetWorks enjoys a low employee turnover and a senior management stability rarely seen in the tech industry.</i> Our President has been with the company for more than 25 years and our Product Senior VP has been with the product for more than 20 years. Our Senior VP of Development for the product has been leading the technological direction of the product for more than 16 years.
EXPERIENCE:	AssetWorks FleetFocus product is supported by a team of professionals that are 100% focused on providing <i>a best of breed application for comprehensive, cradle-to-grave Fleet Maintenance Management.</i> AssetWorks Professional Services consultants have significant large implementation experience. Because of our success in global organizations, you can be guaranteed that the project managers assigned to this project will have previous experience with geographically diverse organizations. AssetWorks Professional Services has a verifiable track record of completing our FleetFocus projects on time and on budget. <i>We have implemented FleetFocus over 500 times without a single failure.</i>
QUALITY:	AssetWorks FleetFocus is designed from the ground up with support for all types of assets; rolling, stationary, linear, point-to-point. If it impacts fleet, we track it. Scalable and highly configurable, FleetFocus provides .NET, zero client architecture built using audited SSAE16 SOC/ISO27001 standards and best practices for performance and security. <i>FleetFocus is trusted by most of North America's largest fleets in both the public and private sectors.</i>
COMMITMENT:	AssetWorks FleetFocus is not a module of a much larger application; it meets nearly all requirements off-the-shelf without the need for extensive programming or expensive customization. <i>We have been focusing on fleets for over 30 years, and it shows.</i>
RELIABILITY:	In our Data Center environment, our FleetFocus solution enjoys a 99.99% uptime and has been graded as 'high availability' for its performance. <i>FleetFocus can manage an unlimited number of assets and an unlimited number of users</i> – One current customer has 450,000 vehicles and 3200 users without any degradation in performance. The FleetFocus .NET Web framework provides a zero client footprint that facilitates high performance between the workstation and the Web Servers. One benefit of this architecture is outstanding system performance and low network bandwidth requirements
INTEROPERABILITY	<i>Component-based business rules that support real-time web integration and standardized batch interfaces, allowing direct data exchange with back-office ERP applications, vendors, fuel systems and suppliers, and other fleet-related applications.</i> FleetFocus is the most widely-integrated fleet management application available today. Additionally, AssetWorks is the ONLY solution to offer REAL TIME integration and validation with its fuel management system; FuelFocus.

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SECURITY	<i>Because FleetFocus can be deployed using corporate Intranet services, the system is secure from unauthorized users.</i> The system is accessed well within the confines of the corporate firewall. By utilizing Single Sign-On, FleetFocus will provide the same high levels of login security access as other corporate applications. The application uses role-based security which allows for group and field level authorizations
ROBUST FEATURES:	Wireless and Mobile Applications: FleetFocus supports wireless and mobile devices including smart phones, tablets, handhelds and bar coding devices. Integrated Crystal Reports-based reporting, including integrated report scheduling and distribution utilizing Business Objects Enterprise XI. Users can also utilize Crystal Reports to edit the current standard reports or to add their own custom written reports to the application. Full support for electronic attachments of photos, movies, voice instructions, invoices, manuals, documents, and external web-sites to work orders, units, parts and other key system objects. All attachments are centrally stored and accessible to anyone on the system. Customizable, on-screen KPI dashboards and operation performance monitors allow users to visually monitor operations and data conditions without running reports. Simple graphics and drill-down capabilities make it easy to track performance and respond to conditions before they become a problem. Carbon Footprint/Green House Gas Emissions Reporting for CO2 target goals and compliance. Full Telematics integration. FleetFocus' Telematics module consolidates all telemetry data sources into FleetFocus' single client-managed database. This module is useful for capturing both non-actionable readings (e.g. location, engine run time, or minimum charge voltage) and actionable faults (e.g. diagnostic trouble codes, or DTCs).
OUR PLEDGE:	The mission of AssetWorks was defined in 1979 and has not waived...only the technology has changed: We pledge to provide the best fleet maintenance management software in the industry.



NYC Fleet Uses Business Intelligence to Tackle Fleet Traffic Crashes with Vision Zero



New York City is known as the city that never sleeps, and no one seems to take that reputation more seriously than Mayor Bill de Blasio. After being sworn into office in January 2014, de Blasio took on one of the City's most infamous killers: traffic. In 2013, the year before de Blasio was elected mayor, there were 183 pedestrians killed in traffic crashes, the highest number since 2003. De Blasio wanted the City to change the way it viewed these collisions and fatalities. "We will no longer regard serious crashes as inevitable," wrote de Blasio in an open letter to the City.

In order to combat these traffic-related deaths, de Blasio launched the Vision Zero Action Plan. This initiative called for action from citizens all over New York, from lawmakers and authorities in the traffic, transit and fleet industries to members of each borough and local community. "It is within our power to prevent tragedies on the streets," wrote de Blasio.

When the City Fleet first wanted to improve the safety of their fleet operations, covering over 29,000 vehicles, they knew that they needed a highly accurate way to track collision metrics. The metrics tracked include citywide collisions by fleet agency, collisions with injuries, pedestrian injuries, fatalities, collisions by geographic location, and collisions with both moving and non-moving objects. Other important fleet pieces

tracked are internal, such as whether or not employees have completed defensive driving courses, state inspections, completed and overdue preventive maintenance, fleet roster and the installation of truck sideguards.

The City Fleet currently uses three forms of Business Intelligence (BI) offered within the AssetWorks FleetFocus application in order help the Vision Zero initiative succeed:

Crystal Reports- Many factors go into keeping the City's fleet operations safe, such as collision metrics, defensive driving course completions, and preventive maintenance. FleetFocus' weekly crystal reporting helps to accurately track and report on these factors.

The crystal reports used for fleet safety reporting as part of Vision Zero were custom built for the fleet team in New York City. Crystal is a third party vendor embedded into FleetFocus' M5 system, so when the City fleet team was launching its initiatives through Vision Zero, they approached the AssetWorks team in order to custom create crystal reports to match the program's needs. In these reports, there is a 3-level reporting model. Level 1 is either a pie or bar chart, Level 2 is a summary and Level 3 is a detailed column that displays the data summarized in levels 1 and 2. All three levels can be pulled into one report or kept separate with ease.

AssetWORKS

NYC Fleet Uses Business Intelligence to Tackle Fleet Traffic Crashes with Vision Zero



Dashboards- Fleet's use of dashboards is also essential to tracking the factors necessary to keeping the fleet safe. Dashboards are used to display real-time information using a graphical gauge format. Fleet utilizes several Emergency and Roadside dashboards in order to show various threshold points, such as breakdowns waiting for a tow, suspended road calls and vehicles awaiting an assignment. There are also several Part Availability dashboards in use for keeping track of part quantities, order logs and which jobs or units are waiting on parts. New York City has also leveraged dashboards as a workflow management tool in the completion and review of collision records by decentralized staff across the City.

Ad Hoc reporting- With FleetFocus' ad hoc reporting feature, New York City Fleet creates multiple reports to show information in slightly different formats than the standard FleetFocus reporting library. This allows the fleet team to look at their information in new ways, so they can completely understand their data. The reports keep track of various information, from employees' hours and collision -related work to the management of units for disposal.

According to the City, the launch of Vision Zero has already made the City fleet safer. "Thanks to Vision Zero, NYC Fleet has already reduced fatalities and injuries tied to fleet collisions," reports NYC Chief Fleet Officer Keith Kerman, "and we're building the foundation for even more progress ahead."

With the help of citizens, lawmakers and transit-related industry leaders, some of NYC Vision Zero's goals have already been reached, including the average speed limit in the City lowered to 25 mph, stricter speeding and dangerous driving enforcements and the passing of 12 traffic safety-related bills.

With the help of FleetFocus' Business Intelligence reporting features, New York City Fleet is playing an important role in supporting this citywide safety effort.



AssetWORKS

DELIVERING SUCCESS THROUGH NOTIFICATIONS

How Scott County Improved their Preventive Maintenance Compliance Through FleetFocus Notifications



Customer Name:

Scott County, Minnesota

Industry: Government

Asset #: Approx. 1200

Products: FleetFocus

In 2016, the fleet for Scott County, Minnesota ran into a problem: their Preventive Maintenance Compliance (PMC) reporting for all equipment in the County was low – very low. They conducted research and discovered that there were two departments that were significantly lower in PMC and were skewing the numbers downward: the Highway Maintenance and the Sheriff's Departments. They were averaging about 15%-20% on time compliance between the two departments. Scott County set out to discover why, starting with the Sheriff's Department.

The Challenges

After research and internal auditing, they discovered issues with their setup. Jason Allen, Systems Administrator for Scott County, said, "We realized we might have had the software a little bit wrong from the beginning. Essentially, they weren't fully optimized to monitor their assets and provide notifications when needed."

Being a Sheriff's Department, they have unique assets to track, including 25 squad sheriff cars, 5-6 of which run 24 hours a day, 7 days a week. In addition, each vehicle racks up approximately 200-350 miles a day.

Through their review, they identified key challenges to overcome:

Challenge 1

Their first challenge was that their equipment class for preventive maintenance (PM) purposes was due at the 400 mile mark. Due to the vehicles' high daily mileage, Mr. Allen realized, "that 400 mile leeway – even a day and a half without stopping in the shop could leave that vehicle out of compliance already."

Challenge 2

Scott County employees also identified a communication gap between the Sheriff's Department and its maintenance shops. As PM would come due, the shop technician or parts manager would send an email notice to the driver of the vehicle, essentially saying, "Let's get the PM scheduled." As one can imagine, drivers in the Sheriff's Department are very busy with cases, off-hour shifts and other procedural work, which sometimes led to delayed responses to the PM emails. Based on their established PMC mark, these vehicles would end up violating the PMC during the gaps in communication.

Inspiration at the AssetWorks Academy

Their first introduction to a more efficient method of managing PMC through FleetFocus came from an in-depth class at the [AssetWorks Academy](#) in Indianapolis, taught by Diana Francis, Lead Technical Support Representative at AssetWorks. Mr. Allen said, "I took the Notifications class and really became intrigued with it – how could this work for us?"

Academy attendees from Scott County enjoyed the class and scheduled time in the HUB computer lab with Karlee Undercoffler, Customer Care Manager at AssetWorks, to go through the process and to set the Notifications up in MAXQueue to see how it could work for them. They followed up the class and HUB meeting with some additional research and decided to implement the recommendations and best practices in 2018.

AssetWORKS

How Scott County Improved their Preventive Maintenance Compliance Through FleetFocus Notifications



Customer Name:
Scott County, Minnesota
Industry: Government
Asset #: Approx. 1200
Products: FleetFocus

Improving the PMC

After implementing the new changes, their Sheriff's vehicles would come due for PM after about 1000 miles, which gave the drivers a significant amount of extra time to schedule their shop appointments. In addition, it gave the shop technicians more time to work on their everyday tasks with the reduced amount of PM scheduling emails to send out.

Realizing that more could be done, Scott County also fully implemented the FleetFocus Notifications tool for the Highway Maintenance and Sheriff's Departments. Since they would keep the same drivers for the same vehicles every day, they decided to assign the driver to the system as well. The alerts would notify the driver that it estimated their PM would be due in the next 5 days, and it warned them to plan ahead and schedule a maintenance appointment. When considering the challenges of getting new users to adopt the changes, Mr. Allen had some good news, "It was a relatively easy process of getting everyone onboard."

An additional later email would inform the officer that the PM will be due very soon and that they need to schedule it right away. The earlier they decide to the schedule, the better chance they have of getting the best time and date for them. Finally, the staff supervisor would approve the time slot so the appointment can be scheduled.

A Team Effort

The Scott County team consisted of a number of hard-working, dedicated professionals who sought to optimize their fleet processes to save time and money for their County. In addition to Jason Allen, Keith Blank, Shop Coordinator, Aaron Kotila, Shop Supervisor, and Troy Beam, Transit and Fleet Manager, all made significant contributions to the success of the rollout with FleetFocus Notifications.

Mr. Blank sets up all of the PM's with the departments and runs the parts room. He attended the AssetWorks Academy in Indianapolis with Jason and also learned about FleetFocus Notifications and how they could use it to enhance their processes. He works directly with the Sheriff's office to set up all of the notifications and coordinate all of the appointments within them. Mr. Beam noted that with Mr. Blank's help, "It [the system] works great and he gets a lot of compliments from the staff about the effectiveness of it."

In order to assist Scott County in its PM success, Mr. Kotila's expertise was critical to shop acceptance and PM adjustment. He runs the shop and the maintenance workers. He is the person responsible for assigning the PM's to the vehicles in the software and he works with Mr. Allen on a regular basis regarding PMC for the County.



How Scott County Improved their Preventive Maintenance Compliance Through FleetFocus Notifications



Customer Name:
Scott County, Minnesota
Industry: Government
Asset #: Approx. 1200
Products: FleetFocus

A Smooth Adjustment

As a precaution, Scott County initially tested this change with just a few officers to ensure that it would work as they were expecting. They were met with enthusiastic results – the officers enjoyed the freedom it brought and thought the new processes would work for their department. Mr. Kotila noted, “After starting the notifications, Keith, our Coordinator for the shop, had some communication with the operators and their Sergeants on the Notifications process asking for some slight changes and after a few adjustments... we heard positive feedback on how the process was working and as I monitored the PM compliance report it was showing proof that the process was working.”

With success on their heels, they decided to roll the changes out to the rest of the Sheriff’s Department. To further ensure its success, the Scott County team took it upon themselves to draft their own customized training document for the officers to reference during the adjustment.

Surprisingly, there were no major challenges for implementing Notifications to the Sheriff’s Department. The system administration team needed to visit the head sheriff with the information that they learned at the AssetWorks Academy. Essentially, they told him that their process would remain the same, but they can now notify him and his officers ahead of time. Mr. Allen added that now officers could “schedule at a date and time that works for them, instead of the shop staff saying, ‘hey, we need you at this place at this time.’”

When asked what the benefits of this process might be, Mr. Beam had a lot of positive things to say. “One of the other things that we are finding that is beneficial for us is that we are teaching all the departments how to utilize and monitor their access to the software and the notifications system,” he said, “so they can physically go in and maximize their use of the tool as well.”

While the Sheriff’s Department saw immediate success with very few challenges, the Highway Maintenance Department had some additional hurdles they needed to overcome. Their trucks regularly traveled to multiple locations, where they might be far away from the shop when PM came due. In addition, they used different drivers for different vehicles, so they couldn’t use the trick that the Sheriff’s department did to assign the driver in FleetFocus. As a result, they decided to assign the supervisor as the operator for all of their vehicles so that he would be notified for each vehicle. From there, he would do all the assigning on his own, well in advance of the PM ultimately coming due. “This process has made it so much easier for shop staff,” added Mr. Allen, “the supervisor can manage the alert for them well in advance of the PM coming due.”

Results

After implementing this change with Notifications, Scott County monitored the situation and statistics for some time. When they reported on it again, they found significant results: communication for the shop time and scheduling improved dramatically since there was no more manual email creation from a supervisor. Not to be outdone, the PMC reports that were originally at 15%-20% were now up to 89.9%. In fact, success permeated throughout the departments countywide. “Since we started the notification process, we went from about 40% to 87% compliance overall in all county vehicles,” noted Mr. Beam.

How Scott County Improved their Preventive Maintenance Compliance Through FleetFocus Notifications



Customer Name:
Scott County, Minnesota
Industry: Government
Asset #: Approx. 1200
Products: FleetFocus

Delivering Success

With the success they have experienced already, they decided recently to roll out the ideas to additional departments. The Sheriff's Department is the only one that uses the same vehicles every day, so the other departments each needed their own tweaks to the solution, much like the Highway Maintenance Department. Some departments, like Taxation and Environmental Health have department vehicles where a department representative is assigned. These users can see that PM is coming up for a vehicle and they will prevent staff from using it when it is scheduled to go in for maintenance.

Like most fleets, it is important for Scott County to report on their services. Scott County Delivers is a continual improvement initiative that allows the County to take a look at their data at the service, not the department, level. This review allows the community to see their services through the spectrum of programs, processes and departments that contribute to the County's goals. For the fleet, on-time performance for PMC is an important statistic.

When they presented on the successes with communication and PMC, it was through a televised review to the Scott County board. Mr. Beam said, "We had a huge, overwhelming acknowledgment of how well we succeeded in our performance efforts." They received additional appreciation for their ability to increase their performance with the same strong fleet management system they already had.

Moving forward, they plan to teach the other departments how to utilize notifications and learn the software so they can use it as a tool for themselves.

In addition, Scott County Delivers includes priority-based budgeting where they ensure that each department delivers what matters. With the Notifications addition, Scott County could happily report their PMC increased from 40% to 87% overall for all county vehicles.

Want to learn more about AssetWorks FleetFocus and Notifications?
Visit [Assetworks.com/fleet](https://www.assetworks.com/fleet).



AssetWORKS

998 Old Eagle School Road Suite 1215, Wayne PA 19087 | 610.687.9202 | www.assetworks.com

GPS Case Study City of Columbus, OH

**GPS Data Points the Way
to a Projected Savings of
\$1.2M Annually**



Named the No. 1 fleet operation in North America in 2014 by the “100 Best Fleets” Program and the greenest fleet in North America in 2011, the City of Columbus is one of the best managed fleets in the country. No stranger to using innovation and technology to achieve their goals, the City of Columbus added AssetWorks GPS powered by Verizon Networkfleet to their fleet in 2012. Today, they have GPS functionality installed on approximately 2,500 vehicles ranging from light duty city vehicles, police cruisers and fire trucks to large bat wing mowers.

In addition to vehicle location and geofence monitoring to ensure that vehicles are where they should be, the city also collects telematic data such as diagnostic trouble codes, vehicle speeds and idling times to monitor their day-to-day operational activities. As the data is sent in from the vehicles, the software in the office looks for unusual or unwanted events and then alerts the appropriate departments and personnel.

As Kelly Reagan, Fleet Administrator for the city explains, “We have enabled exception reporting for events like speed and idle violations and we use the system to provide daily monitoring of the fleet. Each department of the city is responsible for monitoring the information and encouraged to address all the alerts that they receive.”

The fleet department also uses the GPS data to analyze and assess vehicle and driver performance in order to look for areas where improvements can be made. “Recently we were able to recommend a new technology for police vehicles to encourage additional fuel savings,” says Reagan.

Fleet department staff determined that patrol vehicles idle about 50% of ‘key-on’ time. This led to the exploration and selection of an anti-idling technology called the GRIP system that will automatically shut off the vehicle’s engine if it has been idling for more than two minutes. Although it shuts off the engine, the technology continues to power auxiliary equipment as though the vehicle were still running, which allows for both hot and cold climate control as well as air bag deployment.

Based on pilot data, using the anti-idling system decreased vehicle idling by 34% which will result in fuel savings of approximately \$3,500 per vehicle within the first year.

“Basically the cost is \$3,000 and the projected savings per cruiser in the first year is in excess of \$3,500,” explains Reagan. “This equates to fuel cost savings of \$1.2 million per year once we have all 339 cruisers on the anti-idle technology.”

The initiative has been a cooperative effort between both the police and fleet departments working together to affect change. Next on deck, the fleet department is starting a test pilot for ambulances, which, according to the GPS data, idle about 64% of ‘key-on’ time.

The true value of a GPS and telematics solution lies in the actionable data it provides for fleet managers and organization leadership to improve behavior and processes. The City of Columbus has found success by analyzing verified data, identifying an area for improvement and then executing an innovative strategy to solve the problem.

Return on Investment

- **Projected savings of \$1.2M annually**
- **Improved driver behavior**
- **Increased fleet safety**
- **Reduced fuel usage**
- **More efficient operations**

Overview

Fleet Size

6,400 vehicles

Industry

City Government

Products

AssetWorks GPS

Powered by Verizon Networkfleet

FleetFocus

Fleet Management Solution

FuelFocus

Automated Fuel Management

ATTACHMENT C: REQUIRED BIDDER INFORMATION & CERTIFICATIONS

Purpose of this Attachment C: CCOG requires the following information about Bidders who submit proposals in response to any CCOG request for proposal (“RFP”) in order to facilitate the execution of the master group purchasing agreement (“Master Agreement”) with the winning supplier (“Winning Supplier”). CCOG reserves the right to reject a Bidder’s proposal if a Bidder fails to provide this information fully, accurately, and by the deadline set by CCOG in RFP Section 1.3 – Anticipated Procurement Timetable. Further, some of this information (as identified below) **must** be provided in order for CCOG to accept and consider a Bidder’s proposal. **Failure to provide such required information may result in a Bidder’s proposal being deemed nonresponsive to this RFP.**

Instructions: provide the following information about the Bidder. Bidders may a) complete this document in Microsoft Word by completing the form fields, print this attachment, and sign it in the designated signature areas, b) complete this document using the form fields, print to .pdf, and provide certified electronic signatures in the designated signature areas, or c) print this attachment, complete it, and sign it in the designated signature areas. It is mandatory that the information provided is certified with an original signature (in [blue ink](#), please) or signed using a certified electronic signature by a person with sufficient authority and/or authorization to represent Bidder. Bidders are to provide the completed and signed information and certifications to CCOG as described in RFP Section 4.2 – Format for Organization of the Proposal.

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Bidders must provide all the information outlined below.

1. Equalis Group RFP Name: RFP # COG-2123 – Fleet Related Technology & Software Solutions	
2. Bidder Name: <u>Trapeze Software Group Inc dba AssetWorks LLC</u> <i>(legal name of the entity responding to RFP)</i>	3. Bidder Federal Tax ID # or Social Security #: <u>980358175</u>
4. Bidder Corporate Address: 998 Old Eagle School Rd Suite 1215 Wayne, PA 19087	5. Bidder Remittance Address <i>(or "same" if same as Item #5):</i> P.O. Box 202525 Street Address 2 Dallas, TX 75320-2525

6. Print or type information about the Bidder representative/contact person <u>authorized to answer questions regarding the proposal submitted by your company:</u>	
Bidder Representative:	<u>John Crane</u>
Representative's Title:	<u>National Sales Manager</u>
Address 1:	<u>998 Old Eagle School Rd</u>
Address 2:	<u>Suite 1215</u>
City, State Zip:	<u>Wayne, PA 19087</u>
Phone #:	<u>484-801-0317</u>
Fax #:	<u>610-971-9447</u>
E-Mail Address:	<u>john.crane@assetworks.com</u>
7. Print or type the name of the Bidder representative <u>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent</u> (if not the same individual as in #7, provide the following information on each such representative and specify their function):	
Bidder Representative:	<u>Robert Hallett</u>
Representative's Title:	<u>General Manager</u>
Address 1:	<u>998 Old Eagle School Rd</u>
Address 2:	<u>Suite 1215</u>
City, State Zip:	<u>Wayne, PA 19087</u>
Phone #:	<u>610-687-9202</u>
Fax #:	<u>610-971-9447</u>
E-Mail Address:	<u>Robert.hallett@assetworks.com</u>

8. Is this Bidder an Ohio certified Minority Business Enterprise ("MBE")? Yes ☐ No ☒

If yes, attach a copy of current certification to your proposal as an appendix in the third section of your proposal.

9. Mandatory Supplier Certifications:

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, John Refetto (insert signature of representative shown in Item #7 above), hereby certify and affirm that AssetWorks LLC (insert Bidder name as shown in Item #3 above), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, John Refetto (insert signature of representative shown in Item #7 above), hereby certify and affirm that AssetWorks LLC (insert Bidder name as shown in Item #3 above), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (as opposed to a record keeping or administrative standard) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, John Refetto (insert signature of representative shown in Item #7 above) hereby certify and affirm that AssetWorks LLC (insert Bidder name as shown in Item #3 above), is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, John Refetto (insert signature of representative shown in Item #7 above) hereby certify and affirm that Bidder Name (insert Bidder name as shown in Item #3, above), either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

10. Supplemental Bidder Contract and Equal Employment Opportunity Information:

- A. Provide data on Bidder employees both nationwide (inclusive of Ohio staff) and the number of Ohio employees:

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	<u>283</u>	<u>0</u>
% of those who are Women:	<u>37</u>	<u>0</u>
% of those who are Minorities:	<u>63</u>	<u>0</u>

- B. If you are selected as the Winning Supplier and this RFP involves the provision of services to Equalis Group Members, will you subcontract any part of the work?

- ☒ NO -or-
- ☐ YES, but for less than 50% of the work -or-
- ☐ YES, for 50% or more of the work

- C. If any part of your proposal would be performed by any subcontractors, provide the following information on each subcontractor (additional pages may be added as needed):

Subcontractor Name: Name

Street Address 1: Street Address 1

Street Address 2: Street Address 2

City, State Zip: City, State Zip

Work to be Performed: Description of Work

Estimated percentage of total proposal to be performed by subcontractors: 0 %
 (Do NOT show dollar amounts here; show % of WORK sub-contractors will perform/provide).
 Define the part of the work that will be performed by each subcontractor.


Subcontractor's employee information (attach additional pages if needed):

	<u>Nationwide:</u>	<u>Ohio Offices:</u>
Total Number of Employees:	_____	_____
% of those who are Women:	_____	_____
% of those who are Minorities:	_____	_____

11. Bidder has reviewed the Model Master Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for consideration by CCOG and Equalis Group, LLC. (All requested changes to Model Master Agreement contract language are subject to negotiation and CCOG and Equalis Group, LLC approval.)

12. Bidder has reviewed the Model Administration Agreement attached to the RFP as Attachment E, and if awarded a contract, ☒ Bidder will not (or) ☒ Bidder will request changes to the standard language and has marked the requested changes and returned the model document with this proposal for

consideration by Equalis Group, LLC. (All requested changes to Model Administration Agreement contract language are subject to negotiation and Equalis Group, LLC approval.)

13. I , (insert signature of representative shown in Item #7 above) hereby affirm that this proposal accurately represents the capabilities and qualifications of **AssetWorks LLC** (insert Bidder name as shown in item #3, above), and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)

14. Additional Documents:

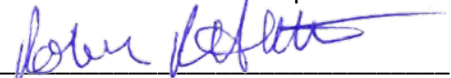
CCOG makes every attempt to meet the varying legal requirements of public agencies across the country. The documents included in this section are intended to give our contracts the broadest geographic reach by meeting the procurement requirements of other states outside of Ohio.

14.1. Lobbying Certification

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

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

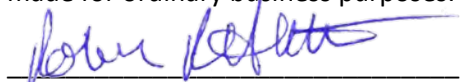


Signature of Bidder representative

14.2. Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with

a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



Signature of Bidder representative

14.3. Federal Funds Certification Form (EDGAR)

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a respondent fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

14.3.1. Supplier Partner Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.2. Termination for Cause or Convenience

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a

purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.7. Clean Air Act and Federal Water Pollution Control Act

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

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When

required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.13. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Supplier Partner agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Supplier Partner agree? RH

(Initials of Authorized Representative)

14.3.14. Applicability to Subcontractors

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

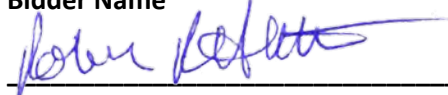
Does Supplier Partner agree? RH

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

ASSETWORKS llc

Bidder Name



Signature of Authorized Company Official

Robert Hallett

Printed Name

General Manager

Title

16 June 2021

Date

15. Required Documents for Supplier Partners Intending to Do Business in New Jersey

15.1. Ownership Disclosure Form

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), Bidder shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Bidder Name: **Trapeze Software Group Inc- 100% owned**

Street Address: 5265 Rockwell Dr NE

City, State Zip: **Cedar Rapids, IA 52402**

Complete as appropriate:

I Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10 percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I **Robert Hallett**, an authorized representative of **AssetWorks LLC**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10 percent (10%) or more of the corporation's stock or the individual partners owning a 10 percent (10%) or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

NAME	ADDRESS	% INTEREST
Trapeze Software Group ULC	Click or tap here to enter text.	100%
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


Authorized Signature and Title

16 June 2021
Date

15.2. Non-Collusion Affidavit (to be completed and included with each proposal submitted to Members in NJ)

Bidder Name: AssetWorks LLC

Street Address: 998 Old Eagle School Rd #1215

City, State Zip: Wayne, PA 19087

State of Penna

County of Chester

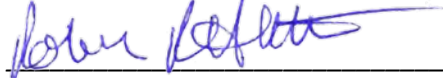
I, Robert Hallett of the Wayne in the County of Chester, State of PA of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of AssetWorks LLC, the Bidder making the proposal for the goods, services, or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Customer Name relies upon the truth of the statements contained in said bid

proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

AssetWorks LLC

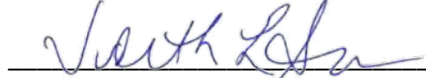


Authorized Signature

General Manager

Subscribed and sworn before me

this 16 day of June, 2021



Notary Public of ~~New Jersey~~ Pennsylvania

My commission expires 30 Sep, 2021

SEAL

Commonwealth of Pennsylvania
NOTARIAL SEAL
JUDITH L. SONS, NOTARY PUBLIC
Tredyfferin Township, Chester County
My Commission Expires September 30, 2021

**15.3. Affirmative Action Affidavit
(P.L. 1975, C.127)**

Bidder Name: AssetWorks LLC

Street Address: 998 Old Eagle School RD #1215

City, State Zip: Wayne, PA 19087

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Supplier Partners must submit with proposal:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photocopy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over Fifty Thousand Dollars (\$50,000) Total Project Cost:

Check One –

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Customer Name, or

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

AssetWorks LLC



Authorized Signature

General Manager

16 June 2021

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL & SERVICE CONTRACTS

During the performance of this contract, the Supplier Partner agrees as follows:

The Supplier Partner or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Supplier Partner will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier Partner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The Supplier Partner or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the Supplier Partner, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The Supplier Partner or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Supplier Partner's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Supplier Partner or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

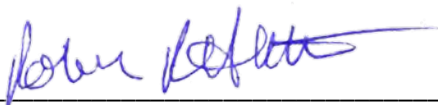
The Supplier Partner or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The Supplier Partner or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Supplier Partner or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Supplier Partner or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Supplier Partner and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in blue ink, appearing to read "Robert DeFatta", is written over a horizontal line.

Signature of Procurement Agent

15.4. Political Contribution Disclosure Form

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to Supplier**

Partners. What follows are instructions on the use of form local units can provide to Supplier Partners that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of seventeen thousand five hundred dollars (\$17,500) that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some Supplier Partner submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the Supplier Partner** and on file at least ten (10) days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The Supplier Partner must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that Supplier Partners be provided a list of the affected agencies. This will assist Supplier Partners in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time, as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some Supplier Partners may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Supplier Partner Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the Supplier Partner also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that Supplier Partner did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the twelve (12) months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Supplier Partner Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Supplier Partner Instructions

Supplier Partners receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-

20.26). This law provides that ten (10) days prior to the award of such a contract, the Supplier Partner shall disclose contributions to:

- 1) any State, county, or municipal committee of a political party,
- 2) any legislative leadership committee^{*}
- 3) any continuing political committee (a.k.a., political action committee),
- 4) any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract,
 - b) of that county in which that public entity is located,
 - c) of another public entity within that county,
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed three hundred dollars (\$300) per election cycle that were made during the twelve (12) months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- 1) individuals with an “interest” ownership or control of more than ten percent (10%) of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit,
- 2) all principals, partners, officers, or directors of the business entity or their spouses,
- 3) any subsidiaries directly or indirectly controlled by the business entity,
- 4) IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the Supplier Partner in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the Supplier Partner’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the Supplier Partner’s submission and is disclosable to the public under the Open Public Records Act. The Supplier Partner must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than ten (10) days prior to the award of the contract.

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

15.5. Stockholder Disclosure Form

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address

Subscribed and sworn before me this ____ day of _____, 2 ____.

 (Notary Public)

 My Commission expires:

(Affiant)

 (Print name & title of affiant)

 (Corporate Seal)

16. Required Documents for Supplier Partners Intending to Do Business in Arizona

16.1. Arizona Supplier Partner Requirements

AZ Compliance with Federal and state requirements. Supplier Partner agrees when working on any federally assisted projects with more than two thousand dollars (\$2,000.00) in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Supplier Partner agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Supplier Partner must retain records for three years to allow the federal grantor agency access to these records, upon demand. Supplier Partner also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, Supplier Partner additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements. Pursuant to ARS 41-4401, Supplier Partner and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their

employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program".

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any Supplier Partner or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Supplier Partner Employee Work Eligibility. By entering into this contract, Supplier Partner agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or Equalis Group members may request verification of compliance from any Supplier Partner or subcontractor performing work under this contract. CCOG and Equalis Group members reserve the right to confirm compliance. In the event that CCOG or Equalis Group members suspect or find that any Supplier Partner or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the Supplier Partner. All cost associated with any legal action will be the responsibility of the Supplier Partner.

AZ Non-Compliance. All federally assisted contracts to members that exceed ten thousand dollars (\$10,000.00) may be terminated by the federal grantee for noncompliance by Supplier Partner. In projects that are not federally funded, respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona). For work to be performed at an Arizona school, Supplier Partner agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Supplier Partner agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Equalis Group member's discretion. Supplier Partner must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments. In accordance with A.R.S. 35-392, CCOG and Equalis Group members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, Supplier Partner warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Authorized Representative

Date 16 June 2021