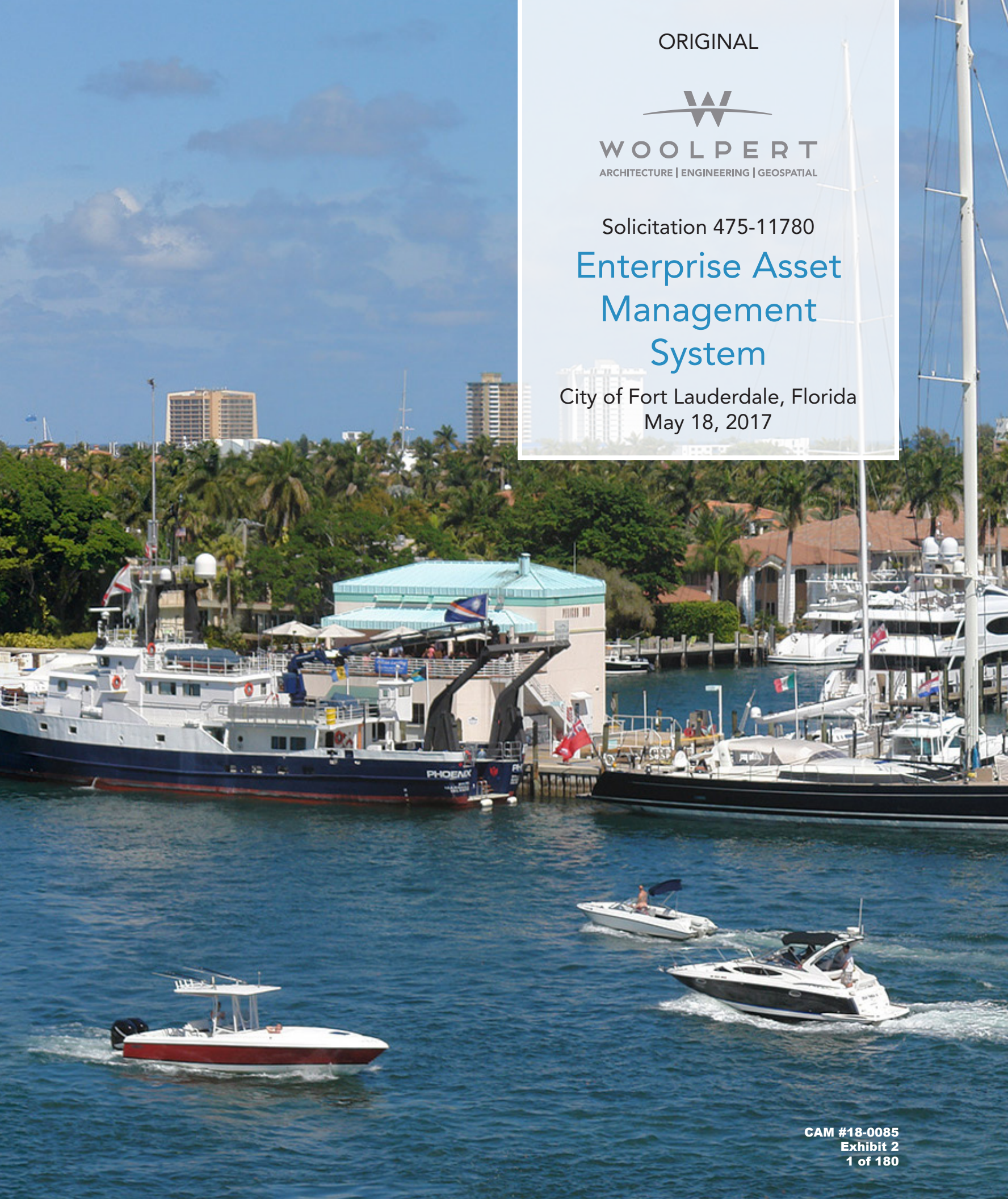ORIGINAL

W
WOOLPERT
ARCHITECTURE | ENGINEERING | GEOSPATIAL

Solicitation 475-11780

Enterprise Asset Management System

City of Fort Lauderdale, Florida
May 18, 2017

June 1, 2017

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, #619
Fort Lauderdale, FL 33301

Re: Solicitation 475-11780, Enterprise Asset Management System

Dear Members of the Section Committee:

Woolpert, Inc. is pleased to present the City of Fort Lauderdale with our qualifications and proposal for asset management consulting and implementation services in accordance with the requirements stipulated in *RFP No. 475-11780 – Enterprise Asset Management System*.

As a multi-discipline firm with an obsessive focus on customer service, Woolpert provides a broad range of asset management solutions to our clients around the globe. Over the course of our 106 year history, we have directed and implemented thousands of successful projects for our diverse clients, with these projects addressing all phases of the asset life-cycle. We are a group of highly skilled and motivated asset management professionals empowered and inspired to help you realize your asset sustainability objectives. We have chosen to partner with software vendors Azteca Systems, Inc. (Cityworks AMS) and Assetic (Predictor decision support tool) in order to provide the Department of Public Works, and the City at large, with the most robust, scalable, and functional asset management solution possible.

Azteca, developer of the leading GIS-centric Cityworks Asset Management System (AMS) software for municipal organizations, is a **20-plus year partner** of Woolpert's. Together, we have delivered hundreds of successful asset management software and business solutions to clients very similar to the City of Fort Lauderdale. Over the course of our companies' partnership, **Woolpert has established ourselves as Cityworks' most prolific and successful business partner**. Assetic is a leading international asset management software and services firm that provides its clients with the "juice" needed to turn asset information into knowledge. Their Predictor software solution will tie your GIS (condition and risk), CMMS (work and performance history), and financial (budget) data together in a manner that **enables informed asset life-cycle decisioning across all asset classes and throughout all levels of the organization**. Our three leading asset management organizations **work together day in and day out to lead our joined clients to positions of improved stakeholder alignment and asset sustainability**.

When we are not working directly with our clients, senior members of our firms continue to collaborate with other international asset management thought leaders on various national and international asset management committees, such as the ISO 55000 TC251. This committee includes members of each of our three partner firms and is currently developing the next generation of international asset management standards and best practices. Together, **our organizations eat, sleep, and breathe asset management**, and collectively **we offer the City of Fort Lauderdale the right people, processes, and technologies to solve your immediate and future asset management challenges**.

An Asset Management Implementation partnership with the Woolpert team offers the City of Fort Lauderdale a number of significant benefits. From initial planning and design activities all the way through implementation, deployment, training, and organization-wide adoption, your asset management staff and concerned stakeholders will have direct access to our expert project management, asset management, engineering, business consulting, and information technology experts. **Our team is ready to roll up our sleeves and work on your behalf to deliver the asset management visibility, prioritization, and operational efficiencies you and your community require today and well into the future**.

The successful implementation of a Cityworks / Assetic Asset Management solution is central to the City of Fort Lauderdale's immediate requirements for asset replacement prioritization, and the longer-term requirements for optimizing asset life-cycle management and funding strategies. The Woolpert team has a long history of establishing strong partnerships with our clients. We will work tirelessly to fully understand your over-arching asset management drivers such that we are able to deliver high-value, best-practices-driven asset sustainability solutions that will serve your needs for many years. Infused with leading internationally recognized best management practices, our asset management solutions will enable the City to proactively manage your asset sustainability programs and achieve your continuous improvement objectives. Our methodology, applied through the rigor of project management best practices, enables us to deliver asset management solutions that support triple-bottom-line and risk-based prioritization and management while providing measurable returns on your asset management investments across your entire asset portfolio.

Woolpert knows the City of Fort Lauderdale. We worked with you in the late 1990s / early 2000s to develop your first comprehensive GIS inventory of water, sewer, stormwater, and light pole structures and then integrated this newly created geodatabase asset registry with your then current Hansen computerized maintenance management system. We also leveraged the leading technology of the day (Esri ArcIMS) to develop a custom web mapping application (FLIPPER) to disseminate utility inventory and operational information to City staff and interested stakeholders. Through these successful endeavors, the City became familiar with our engineering, surveying, mapping, software development, and systems integration capabilities. And while it has been some time since we have worked on a project for the City, we have continued to maintain relationships with your various internal utility stakeholders. We have discussed your utility planning, operational, and funding challenges and shared ideas on ways to improve your asset management capabilities. **Along the way, we took note of the operational challenges you discussed and the asset management solution wants and needs you expressed. We believe we are able to address each and every one of your concerns and requirements with our proposed solution**.

We understand the unique challenges faced by the City's asset maintenance management staff tasked with administering the life-cycle activities of your aging and historically under-funded infrastructure. We know that the water, sewer, and stormwater utilities are under enhanced scrutiny by both internal and external stakeholders. To mitigate these challenges, and put the City on the path to a more pro-active asset management position, our proposed solution provides the tools necessary to achieve alignment throughout the City (back-office to front-line) and with the various stakeholders. The people, process, and technology elements of our solution will enable City staff to embrace optimized asset management strategies that fully consider life-cycle costs, service levels, risk, and resiliency, and to effectively communicate and negotiate service levels and priorities with stakeholders.

Some of the early benefits this Woolpert implemented solution will provide the City include:

- **CIP and O&M prioritization**, leveraging actual asset condition and criticality data. We can even take this a step further very early in the project and configure the Assetic Predictor tools to build out the decision framework, calibrate the modeling parameters, and configure the geospatial, dashboard, and traditional reporting tools to develop a set of first generation O&M and Capital budget plans targeted to your most critical infrastructure. We can deliver this first cut solution within two to three months of project kick-off.

- **Proactive maintenance of your critical infrastructure assets**, by leveraging the first generation O&M and CIP plans you will be able to quickly and efficiently focus your limited human and capital resources on your poorest performing and highest risk assets to most effectively target your priority assets. This will result in quick wins for you and your stakeholders.

- **Leverage your existing and significant GIS investment**, through deployment of the GIS-centric Cityworks AMS solution. While we are certain to identify gaps in your asset inventory that will need to be filled over time, your asset repository is largely built out. And by design, you will not need to replicate your asset inventory into another "system of record", as Cityworks leverages your geodatabase as the single asset repository. This greatly minimizes the overhead of having to constantly keep multiple systems synchronized.

- **Develop and manage climate change /sea level rise mitigation efforts**, using a lot of your existing data. Our proposed solution can be leveraged to turn this data into knowledge that your staff can use to inform their asset management decisioning processes as they tackle the pressing asset resiliency challenges.

While we are Cityworks' most successful business partner and an industry-leader in asset management program development and implementation, our capabilities extend well beyond configuring asset management software applications. We are also a leading Architecture, Engineering, Geospatial (AEG) services firm with deep domain expertise in utility planning, engineering, regulatory

compliance, geospatial technologies, and surveying / mapping. Our proposed Program Director (Ed Singer) is a Professional Engineer with years of utility sector asset management experience and our project team has direct access to other in-house domain experts that we routinely collaborate with on our asset management engagements. Our Project Manager (John Cestnick) and Principal-in-Charge (Tom Murphy) are local and known to the City. They have delivered surveying, data management, geospatial, system integration, and application development services to you in the past. They have continued to work with the City's asset managers and IT staff to discuss and share real-world experiences with programs similar to the one you are pursuing. Between our Project Manager, Program Director, and lead Subject Matter Expert (Steve Schwabe), we offer the City a highly technical and experienced management team committed to ensuring your immediate and continued asset management success. Together, these three professionals possess over 75 years of experience and have delivered in excess of 80 enterprise-class Cityworks AMS solutions.

We are confident in our accompanying proposal's ability to establish our credibility as a leading asset management system implementation partner with multiple Florida references such as Pinellas, Collier, Pasco, St. Johns, and Leon Counties, the Cities of Tallahassee, Palm Bay, and St. Cloud, and Miami-Dade Water and Sewer. These are only a handful of the several hundred enterprise asset management implementations Woolpert and our partners have delivered since the last time we worked for the City. We've been busy guiding organizations with similar opportunities, challenges, and constraints to positions of pro-active asset sustainability and continuous improvement. We look forward to being able to share our lessons learned with the City as we partner with you and your stakeholders to immediately begin solving you current and longer-term asset sustainability objectives.
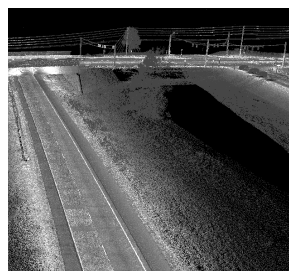
Efficient performance and delivery of the services enumerated in your RFP requires the collective efforts of a diverse project team working together to deliver a scalable solution that will support your objectives both today and well into the future. Partnering with the Woolpert team will ensure the City of Fort Lauderdale is provided with the right people empowered to deliver the right solutions. We share your commitment to excellence and look forward to the opportunity to meet with your team to further discuss our proposed solution.

Thank you for your consideration.

Sincerely,

Woolpert, Inc.

John Cestnick, PSM, IAM
Project Manager / Senior Associate
John.Cestnick@Woolpert.com
305.351.2936

Section 1
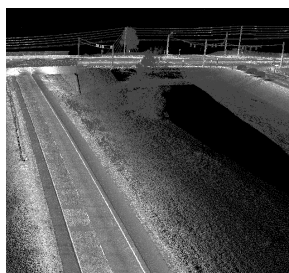
Section 1

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2

Executive Summary

Project Understanding

The **City of Fort Lauderdale** (City) is seeking to partner with an **experienced team of Asset Management professionals** for the purpose of implementing a **new Enterprise Asset Management solution**. While the City intends to initially deploy the solution for the benefit of those Public Works Divisions tasked with the operation and maintenance of the water distribution, wastewater collection, and stormwater management assets, **the selected system must be capable of supporting management of all of the City's physical infrastructure**, including, but not limited to, roadways, bridges, sidewalks, trees, ditches, pipes, pumps, valves, lift stations, treatment plants, etc.
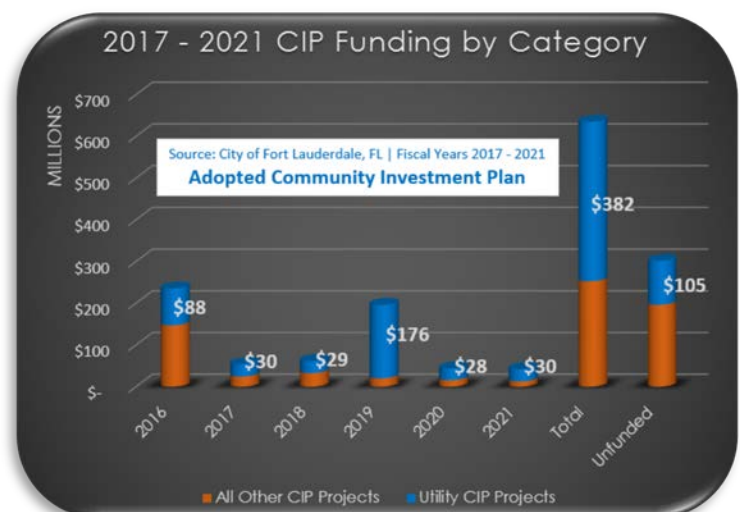
> *"Sustainable infrastructure involves connecting a commitment to sound asset management with an approach that prioritizes community needs within the context of a sustainable future."*
>
> *City of Fort Lauderdale | 2017 – 2021 Adopted Community Investment Plan*

The newly selected system will be required to **replace a legacy work order / maintenance management application** (Cayenta Work Management) and **integrate with other existing enterprise-class business applications** (QAlert, Cayenta Utility Billing, Lawson/Infor ERP, and others) to **provide a full-featured end-to-end enterprise asset information management solution**. Ultimately, the implemented solution will be required to **support the City's existing and emerging prioritized asset management strategies** focused on renewing its existing aging infrastructure and expanding service capabilities to support the City's continued development and growth.

Not unlike many cities across the region, throughout the United States, and beyond, the City is faced with multiple and complex infrastructure management challenges. Assets are rapidly nearing the end of their service lives. Community development and economic growth places additional demands on the infrastructure. The capital required to operate, maintain, strengthen, and expand these asset systems is limited. Yet, stakeholder demands and expectations are at all-time highs. Each of these factors has converged to create a "perfect storm" for the Department of Public Works. In order to overcome these real and immediate challenges, **the City requires an information management system capable of turning asset information into knowledge**. This newfound asset management knowledge must, in turn, be able to **support the City's immediate and long-term strategic asset management decision-making processes**.

The City clearly recognizes the importance of its physical infrastructure, which it characterizes as the "**literal foundation of its community**" (*FY2017 – FY2021 Community Investment Plan, City of Fort Lauderdale*). The ability of the City's utility, transportation, parks, and facilities assets to meet established service level requirements is key to realizing the City's ability to achieve its six **Cylinders of Excellence** objectives. The Cylinders of Excellence (Business Development, Infrastructure, Internal Support, Neighborhood Enhancement, Public Places, and Public Safety) define the City's priority initiatives and budgets are aligned and justified based on their alignment with these initiatives. **The importance of infrastructure investment is clear when nearly 50% of the City's 2017 Community Investment Plan budget (Capital and Operations) is directly attributable to infrastructure.** Extrapolating this further, the criticality of the City's water, sewer, and stormwater infrastructure is evidenced in the fact that 60-percent ($382 Million) of the City's 5-Year CIP is allocated to such utility projects.

2017 - 2021 CIP Funding by Category

Source: City of Fort Lauderdale, FL | Fiscal Years 2017 - 2021 Adopted Community Investment Plan

The City's **2035 Vision Plan, Cylinders of Excellence** operational objectives, and **2017 – 2021 Community Investment Plan** collectively establish a "line of sight" that is critical for an Enterprise Asset Management System to be successful. The "line of sight" establishes a clear linkage among all policies, strategies, objectives, and asset management activities such that everyone involved, or impacted by, asset management decisions and activities, including internal resources and external stakeholders, are in synch and understand the benefits of the decisions that are made. Now that these key foundational elements of your Asset Management System have been established, the next step is to implement the people, processes, and technology solutions required to turn asset information into the asset knowledge the City needs to support strategic asset management decisioning processes centered on optimizing asset life-cycle costs, while balancing risk, service levels, and asset resiliency.

Proposal Summary

The City intends to achieve top percentile integrity ratings of its water and wastewater systems by 2035. This is an ambitious goal, and one that is vital to sustaining the community and environment.

The Woolpert-implemented Cityworks AMS / Assetic Predictor solution, supported by leading asset management best practices, will support the City in this journey.

To this end, Woolpert has partnered with Azteca Systems Inc. (Cityworks AMS) and Assetic (Predictor) to provide the City with the software, business processes, and trained staff (people, processes, and technology) needed to maintain the established asset management "line of sight" and support the City's ability to execute upon its policies, strategies, and objectives with respect to strategically managing the physical infrastructure so vital to the City's continued prosperity.

Woolpert is proposing a Cityworks AMS solution to meet the City's immediate and future Asset Management requirements, as identified in the Request for Proposal. Cityworks is the only true GIS-centric solution in the marketplace that will maximize the City's Esri ArcGIS investments and provide a seamless map-based asset management solution, eliminating the overhead required to keep two asset systems of record (CMMS and GIS) synchronized. To complement the Cityworks AMS solution, we are also proposing to implement the Assetic Predictor decision-support tools, providing the City with the ability to predict and analyze asset risk and develop long-term infrastructure investment plans. The Cityworks AMS / Assetic solution will prove to be easy to use and maintain over the life of the City's asset management activities and will provide high value asset intelligence to inform the City's asset management decision-making processes.

Woolpert will configure the software applications to simplify data management workflows and greatly improve upon asset reporting and decision-making capabilities. **Our team of internationally recognized Cityworks experts will perform all of the software installation and configuration activities; all of the data migration activities; develop all of the required system integrations between Cityworks and the City's various business applications; train the City's administrators and end-users; facilitate software testing and acceptance; and support go-live and stabilization activities such that the City can make productive use of the new Cityworks AMS solution to improve upon its current and long-range asset sustainability objectives.** In addition to the previously listed core software deployment tasks, Woolpert's asset management subject matter experts will consult with the City's asset managers and recommend adoption of asset management best practices wherever applicable. We will deliver all of these services in a timely and cost-effective manner per our proposed Project Plan, and in accordance with the City's functional and technical requirements as stipulated in the RFP.

Key Project Outcomes

- **Replace existing Cayenta system with a new GIS-centric work order / asset management solution (Cityworks AMS)**
- **Configure Cityworks AMS to support existing City-defined service requests, work orders, and inspections as currently configured in Cayenta**
- **New Cityworks AMS solution to provide full life-cycle management of work order / asset management information requirements**
- **Develop and deploy integrations between new Cityworks AMS solution and existing City business applications**
- **Provide all training and system documentation to ensure a stable Cityworks AMS solution in the City's production environment**
- **On-going technical and software support**
- **Implementation of Assetic Predictor decision-support application to support development of long-range risk-based asset management strategies and supporting Capital and Operational budgets.**

Woolpert will initiate the Assetic Predictor implementation activities immediately upon project kick-off such that we can deliver a first-generation Strategic Asset Management Plan (optimized budgets and risk-based approach to infrastructure renewal) within the first 3 months of the project.
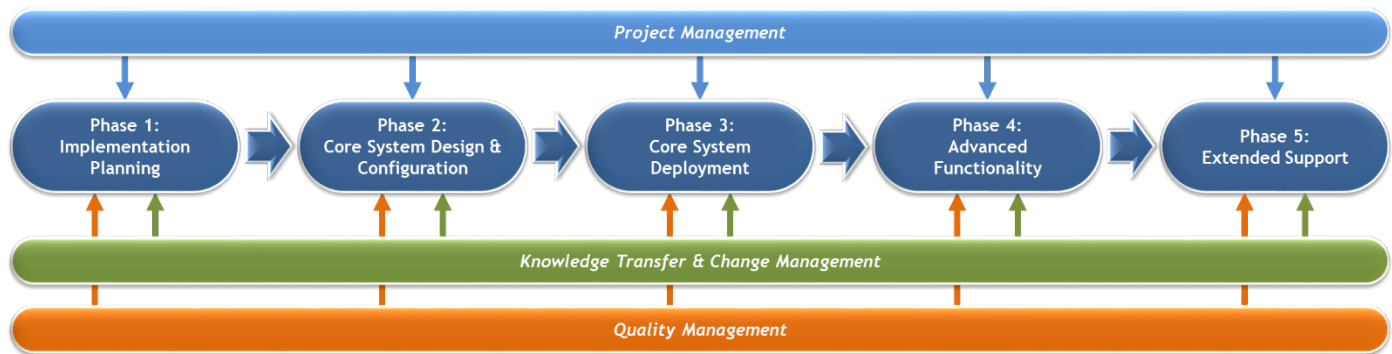
We will leverage the City's existing asset condition and criticality data, along with current funding plans as input into this initial solution.

This will provide an early success for the City, while the complex Cityworks planning and configuration efforts are being undertaken. The early win will build momentum for the greater project and support stakeholder engagement from that point forward.

Woolpert's Enterprise Asset Management System implementations are focused on delivering a comprehensive set of technology tools and asset management best practices to support our clients' planned asset sustainability performance objectives. We achieve our clients' objectives by first understanding the underlying **Implementation Vision** and then defining the **Planned Performance Management** strategies to achieve the vision. We then design and deploy the **Performance Management System Applications** required to support sustained **Performance Management & Monitoring.**

There are many related tasks and sub-tasks that have to be properly executed to ensure a successful outcome of a high-value Enterprise Asset Management System deployment. **Woolpert's project methodology fully addresses all aspects of this complex project and ensures all critical success factors are fully addressed in a logical order.**

Services, and associated deliverables, are categorized into five major phases, as depicted in the following graphic. Details of each phase are provided within the body of our proposal, and a full proposed Scope of Services is included in the Appendix of our response.

Project Management

Phase 1: Implementation Planning → Phase 2: Core System Design & Configuration → Phase 3: Core System Deployment → Phase 4: Advanced Functionality → Phase 5: Extended Support

Knowledge Transfer & Change Management

Quality Management

About Woolpert, Inc.

Woolpert's history spans 106 years of client satisfaction. **Founded in 1911**, Woolpert delivers dynamic consulting and design services worldwide to clients who require architectural/engineering assistance, technology integration, or a combination of both. Our clients—whether in the private sector or federal, state and local government—benefit from Woolpert's professional expertise over a **wide range of services in design, geospatial and IT management**.

Our multi-office, multi-disciplinary capability distinguishes us from other firms. With **more than 700 professionals in 26 offices across the United States**, the firm has the relevant experience, professional expertise, technical support, and quality review personnel to complete virtually any assignment in the given timeframe.

At Woolpert, we help our clients manage their infrastructure assets—water, wastewater, stormwater, road, rail, energy, land, building, and fleet — through innovative planning and information technology solutions. We do this by providing consulting services that help clients focus on strategic planning to better manage their infrastructure assets. Our technology services include implementing and integrating Enterprise Geographic Information Systems (GIS), Enterprise Asset Management (EAM) and Computerized Maintenance Management Systems (CMMS), permitting, and facilities management systems with other key decision support systems. We apply our technology expertise to support our firm's engineering initiatives related to utility planning and design, including but not limited to utility master plans and, USEPA consent order / CMOM programs.

Woolpert's philosophy is to partner with our clients. We prefer to work with our clients, as opposed to for our clients. We recognize that our clients are experts in the work they do and we can learn many soft-side lessons from them that will ultimately lead to better technical solutions. Likewise, as enterprise asset management and system implementation experts, we can impart significant technical knowledge to our clients' that can enable them to be more self-sufficient and become systems experts. This philosophy sets up a win-win situation for Woolpert and our clients and helps to provide a successful project outcome.

Offices and Key Staff

Woolpert's corporate headquarters office is located in Dayton, Ohio and has been since the firm's founding 106 years ago. We will execute your project utilizing qualified team members from several of our regional offices, including our Miami, Florida location (located 32 miles from the City of Fort Lauderdale). Our proposed Project Manager, John Cestnick is located in this office and will facilitate project coordination, scheduling, and in-person meetings from here. In addition, we will be staffing asset management and City-works AMS experts from a number of other geographic locations in the mid-Atlantic and Midwest regions. We staff all of our asset management and system implementation projects in this manner and our clients have never had issues with the geographic disbursement of our subject matter experts.

Key staff that are proposed for your project, their respective "home office" locations, and number of years' experience implementing our proposed solution are presented in the following table. Additionally, our entire proposed project team is presented in our Project Organization Chart in Section 3 – Experience and Qualifications.

Key Team Member	Experience	Project Role	Principal Level	Home Office Location
John Cestnick, PSM, IAM	3	Project Manager	Senior Associate	Miami, Florida
Tom Murphy		Principal-in-Charge	Vice President	Miami, Florida
Ed Singer, PE, MIAM	17	Program Director	Associate	Richmond, Virginia
Steve Schwabe, IAM	10	AM Subject Matter Expert	Associate	Richmond, Virginia
Jared Livingston, GISP, IAM	12	Implementation Lead	Associate	Indianapolis, Indiana
Victor Staggs	4	Integrations Lead		Richmond, Virginia

Form 1 – General Supplier Information

Proposer and Software Information	
1. Contact Information	
a. Company Name	Woolpert, Inc. (Prime Respondent)
b. Name and Title of Contact Person	**John A. Cestnick, PSM, IAM** Senior Associate Project Manager **Edward A. Singer, PE, MIAM** Associate Program Director / AM Subject Matter Expert

c. Company Address	**Woolpert, Inc.** (Prime Respondent and Systems Implementer)
	Primary Project Office: 6100 Blue Lagoon Drive, Suite 440
	   Miami, Florida 33126
	Headquarters: 4454 Idea Center Blvd
	   Dayton, Ohio 45430
	Azteca Systems, Inc. (Cityworks AMS Software Provider)
	Headquarters: 11075 South State Street, Suite 24
	   Sandy, Utah 84070
	Assetic (Predictor Software Provider)
	Headquarters: L12, 257 Collins St
	   Melbourne, Australia

Proposer and Software Information	
d. Telephone	• Woolpert (Prime Respondent): 305.351.2936 • Azteca Systems (Cityworks AMS Software): 801.523.2751 • Assetic (Predictor Software): 416.316.1718
e. Email Address	John.Cestnick@Woolpert.com Ed.Singer@Woolpert.com
f. Company Website	www.woolpert.com cityworks.com assetic.com

2. Regional Offices and Staff

a. Describe whether your organization is local, regional, national or international.

- **Woolpert** is a national professional services organization with 26 offices located throughout the United States. We deliver a variety of architectural, engineering, geospatial, and asset management services to our clients worldwide.
- Our software partner **Azteca Systems, Inc.** (Cityworks) is a US firm that implements its software internationally.
- Our software partner **Assetic** is an Australian firm that has a US presence and implements its software internationally.

b. Regional office servicing this engagement

Woolpert's primary regional office servicing this project is located at:

6100 Blue Lagoon Drive, Suite 440
Miami FL 33126

This office will be supported by staff in various other regional offices located throughout the United States, as depicted in the Organization Chart included in our response.

c. Describe the range of services provided by the office servicing the engagement and # of employees.

Our Miami office servicing the City's project accommodates a staff of 44 employees. Services offered by this location include asset management consulting and software implementation, land surveying, water resources engineering, and software development. The same services are offered by the regional offices that will be supporting this project.

3. Company Information

a. Briefly describe your company and the characteristics that set your company apart in terms of service, methodology, approach, and software, etc.

Woolpert is a national architecture, engineering and geospatial (AEG) firm that delivers value to clients by strategically blending engineering excellence with leading-edge technology and geospatial applications. We exhibit a multitude of characteristics that have established us as an asset management industry leader and set us apart from other asset management consultants and software implementation firms.

- **More Cityworks Implementations.** Woolpert has delivered hundreds of asset management system implementations to over 100 unique clients over the past quarter century. Most of these system deployments have been Cityworks AMS solutions. This sets us apart by an order of magnitude from all other Cityworks business partners. Woolpert was Azteca's first and only Diamond level business partner, at the time when their partnership levels were determined by the number of implementations. They have since changed their partnership model to rate their business partners on the dollar value of license revenue generated on an annual basis. Woolpert is at the top tier of this model as well.
- **Largest, Most Experienced Cityworks Team**. The Woolpert Cityworks Team is the largest, most experienced, and most sought after implementation partner in the Cityworks market, with over 25 full-time professional staff dedicated to enterprise-class Cityworks AMS implementations. We have delivered full-featured solutions that are used by thousands of engineering, planning, operations, maintenance, and management staff dedicated to improving their asset sustainability positions. We have delivered hundreds of scalable solutions to both back-office and field staff, re-engineered and optimized hundreds of work management business processes, integrated with many dozen different business applications, all of which results in transforming our clients' organizations from a reactive maintenance management position to a pro-active asset management position enabling them to deliver greater value to their customers, citizens, and related stakeholders.

- **Implementation and Development Partner.** Woolpert is both a Cityworks Implementation and Strategic Development Partner. Our experience as an implementation partner is well-documented in our response. Our Strategic Development Partner status comes from two add-on products that we developed to extend the functionality and value of the Cityworks AMS solution for our clients. Our Infrastructure Optimization tool was one of the first decision-support tools to market tying together asset condition and risk data with maintenance history and enabling a holistic view of the entire asset portfolio and providing the dashboard and R&R planning tools needed to get engineering and maintenance staff looking at a unified picture. Azteca has since purchased the intellectual property and is incorporating it into some of the core Cityworks AMS functionality. Our second add-on product was our e311 Citizen Engagement application that provided a web-based portal for the public to log requests for service and track the progress through to completion. This application integrates directly with the Cityworks AMS database.

- **Certified Institute of Asset Management (IAM) Professionals**. Woolpert is a corporate member (and several of our staff maintain individual membership) with the Institute of Asset Management (IAM). The IAM (https://theiam.org) is the professional body for those involved in the acquisition, operation and care of physical assets, especially critical infrastructure – and particularly for professionals worldwide dedicated to furthering our knowledge and understanding of Asset Management. Fourteen members of our asset management business unit have achieved IAM certification as asset management practitioners. Our participation in IAM, along with the individual certifications of our team members further solidifies Woolpert's position as an industry leader in asset management.

- **International Standards Organization (ISO)**. The International Standards Organization (ISO) has recently published a set of specifications (ISO55000, 55001, 55002) to guide organizations in the design and implementation of comprehensive, risk-based Asset Management Systems. Woolpert incorporates these standards into our asset management consulting and implementation activities to ensure our clients realize maximum value from their asset sustainability solutions. Members of our asset management team are actively involved with ISO committees, and our proposed Program Director (Ed Singer) is currently participating, along with other international asset management practitioners, in the development of a technical specification for guiding the integration of financial and non-financial asset management activities and systems within the greater context of an enterprise asset management solution.

  In addition, our two software partners (Cityworks and Assetic) also have key staff members participating in the ISO committees and various related workgroups. Individually and collectively our firms value, practice, and promote industry best practices in the software we develop and the asset management service we deliver. There are no other Cityworks business partner organizations with a greater focus on industry best practices than the Woolpert team.

On the software front, **Azteca Systems** pioneered a new approach to work management with the first iteration of Cityworks (then known as PipeWorks) over twenty years ago. Numerous major software iterations later, with each one greatly extending the maintenance and asset management capabilities of the product, Cityworks is still the only true GIS-centric solution in the market. The Cityworks AMS solution is intuitive, configurable, scalable, and offers a straight-forward, easy-to-learn tool that streamlines the data management processes related to complex asset life-cycle activities. The robustness of the data captured and maintained within the system supports countless asset life-cycle decisions via a multitude of configurable reports and dashboards. The open architecture upon which the system is developed enables countless integrations with other line of business applications to further enhance the asset life-cycle management capabilities of the client organizations. When expertly implemented by Woolpert, the Cityworks AMS solution supports a risk-based approach to optimizing asset management activities and associated life-cycle costs, while supporting a culture of continuous improvement.

Assetic provides organizations with a robust suite of tools that leverage information from within the asset registries (GIS, financial information systems, and maintenance management systems) to enable performance modeling scenarios that support asset life-cycle planning and management activities. The application architecture makes it very easy to integrate with different systems of insight in order to pull together engineering, operational, and financial data sets that are used to model asset risk and recommended interventions based on available funding and the organization's adopted service levels and risk profiles. Using a vast library of industry standard (or custom developed) asset performance curves, the software can predict asset conditions and levels of performance over extended planning horizons. Leveraging the asset maintenance history and condition inspection data (Cityworks AMS and GIS), the software can present recommended rehabilitation and replacement activities. Overlaying operational and capital funding information with the asset performance and recommended treatments, the software is used to develop budgeting / funding strategies over short and

long-term horizons. And <u>unlike other decision-support solutions in the market today, organizations can reap significant benefits early in the asset management implementation cycle</u> – you do not need to wait until all of the asset inventory, condition, and financial information is scrubbed and synchronized across the organization. <u>The tools and methods employed by Predictor allow organizations to reap incremental, yet significant benefits along all stages of the asset management journey</u>.

b.	Briefly describe how you will meet our requirements and maximize our return on investment.

Woolpert enjoys a strong professional services relationship with the City of Fort Lauderdale that dates back to the 1990s. Through this relationship and the engineering, surveying, mapping, and technology services we have provided over the years, we have developed a deep and broad understanding of the challenges the City faces with its aging infrastructure. We will build upon our previous successes and continue to partner with City staff and stakeholders to continue to understand, learn, adapt, and continue to provide trusted advice and services to deliver an asset management solution that enables City engineers, planners, maintenance staff, and management alike to tackle these infrastructure challenges head-on. We will deliver scalable, yet comprehensive asset information management solutions, rooted in industry best practices tailored to the City's unique challenges, in order to provide real-time asset decision-support capabilities across all levels and business functions of the organization.

Our implementation approach has been time-tested and continually improved through every one of our engagements over the past many years. It is thorough and comprehensive, yet flexible enough to adapt to the City's unique human and financial capital challenges and strengths. Our hands-on approach to delivering a best practices driven solution provides significant opportunity for knowledge transfer, early and often, throughout all phase of the project. The City's team members will be empowered and enabled to take ownership of the delivered solution such that it is used and useful immediately upon go-live.

We will bring our decades of asset management (individually and collectively) and systems implementation lessons learned to bear for the benefit of the City. There is no learning curve for our proposed team (Woolpert and our partners). We have walked this walk hundreds of times and have successfully delivered many similar solutions to clients much like the City of Fort Lauderdale. We are committed to the City's success and enjoy nothing more than having the opportunity to empower our clients and usher them along the asset management maturity scale, through delivery of feature-rich technology and business solutions.

c.	Year Founded	**Woolpert**: <u>1911</u> **Azteca Systems**: <u>1986</u> **Assetic**: <u>2006</u>
d.	Private vs. Public (Listing Exchange and Listing Code)	All three team member firms are privately held
e.	Fiscal Year End	**Woolpert**: <u>12/31/2016</u> **Azteca Systems**: <u>12/31/2016</u> **Assetic:** <u>12/31/2016</u>
f.	Revenue: Current Year	**Woolpert**: <u>$133,824,411</u> **Azteca Systems**: <u>Not Provided</u> (see note on Azteca's financials at the end of this section) **Assetic**: <u>Not Provided</u>
g.	Revenue: Prior Year	**Woolpert**: <u>$118,077,562</u> **Azteca Systems**: <u>Not Provided</u> **Assetic**: <u>Not Provided</u>
h.	Net Income/Loss: Current Year	**Woolpert**: <u>$2,095,639</u> **Azteca Systems**: <u>Not Provided</u> **Assetic**: <u>Not Provided</u>

Proposer and Software Information

i.	Net Income/Loss: Prior Year	• **Woolpert**: ($1,083,898) • **Azteca Systems**: Not Provided • **Assetic**: Not Provided
j.	% of gross revenue generated by proposed software & related maintenance and services.	• **Woolpert**: 10% • **Azteca Systems**: 100% • **Assetic**: 100%
k.	Parent Company (If separate)	• **Woolpert**: Not applicable • **Azteca Systems**: Not applicable • **Assetic**: Not applicable
l.	Describe parent company's relationship with the proposing party.	• **Woolpert**: Not applicable • **Azteca Systems**: Not applicable • **Assetic**: Not applicable

m. Mergers and Acquisitions (Changing business, name changes, acquisitions/mergers, etc.)

Woolpert:

Name Changes
- **1911** – The firm was founded as Charlton D. Putnam.
- **1931** – A partnership was established in the name of Putnam & Woolpert.
- **1942** – The firm became known as the Ralph L. Woolpert Company, Consulting Engineers.
- **1979** – The firm's name was changed to Woolpert Consultants.
- **1997** – The firm became a limited-liability partnership, and the name was changed to Woolpert LLP.
- **2005** – Woolpert converted to a corporation and changed its name to Woolpert, Inc.

Mergers and Acquisitions

Company	Acquisition Year	Specialty
ZBA Associates	2004	Energy Utilities
Tesseract	2004	Technology
Mountain Surveying and Mapping, Inc.	2005	Surveying/ Mapping
Mid-States Engineering	2005	Surveying/ Engineering
Rockett and Associates	2007	Surveying/ Engineering
TEK Science	2008	Stormwater
Miller Einhouse Rymer & Boyd	2008	Landscape Architecture, Civil Engineering, Planning
Bohannan Huston, Inc.	2011	Surveying/ Engineering
Geomatics Data Solutions	2011	Hydrographic Surveying
KCT	2013	Permitting & Licensing

Azteca Systems: None
Assetic: None

n. Describe if your organization is international, national, regional or local. Please explain.

- **Woolpert** is a national professional services organization with 26 offices located throughout the United States. We deliver a variety of architectural, engineering, geospatial, and asset management services to our clients worldwide.
- Our software partner **Azteca Systems, Inc.** (Cityworks) is a US firm that implements its software internationally.
- Our software partner **Assetic** is an Australian firm that has a US presence and implements its software internationally.

o.	Describe how the company has grown. Organically or thru acquisition, thru mergers, etc.?	**Woolpert** has grown both organically and through acquisitions. See the acquisition table provided above in response to item "m" above. **Azteca Systems** and **Assetic** have achieved their continued growth organically.

Proposer and Software Information	
p. Are there any planned acquisitions or mergers in the future?	There are no planned acquisitions or mergers at this time.
q. Disclose any recent litigation (and outcomes) and litigation currently underway.	Woolpert is pleased to report that neither us nor our partners, have any pending matters of litigation nor any prior matters of litigation that may affect the performance of software or services to be rendered herein.

4. Staff (List Staff and Sub-Consultants Separately) Employees	Woolpert, Inc. (Prime)	Azteca Systems (Software Partner)	Assetic (Software Partner)
a. Total Worldwide	737	105	70
b. Total in U.S.	737	105	10
c. Staff dedicated to the proposed software	40	105	25
d. U.S. staff dedicated to the proposed software	40	105	4
e. Full-time employees in:	Woolpert, Inc. (Prime)	Azteca Systems (Software Partner)	Assetic (Software Partner)
- Implementation and training	20	9/8	20
- Customer service	40	16	8
- Technical/Development	569	10/18	24
- Administrative	105	16	6
- Other (note relevant staff):	3	28	12

5. Number of Customers Using the Proposed Software	
a. Total Worldwide	• Woolpert implementations of Cityworks = over 100 • Total Cityworks customers = over 600 • Total Assetic customers = over 140
b. Total in U.S.	• Woolpert implementations of Cityworks = over 100 • Total Cityworks customers = over 500 • Total Assetic customers = 8 in the US and an additional 14 in Canada
c. Florida Cities using the proposed software	• Woolpert implementations of Cityworks = 7 • Total Cityworks customers = 12
d. Other cities using the proposed version	Approximately 175
6. List your City customers with similar requirements installed with your proposed solution	Woolpert has many customers with similar requirements. A sample of those customers include the following: • Collier County, FL • Pinellas County, FL • City of Kissimmee, FL • City of Palm Bay FL • City of St Pete Beach FL • City of St. Cloud FL • City of West Melbourne FL • Many others outside the state of Florida

Proposer and Software Information	
7. Supplier's Implementation Model – Direct, VAR, Implementation Partner, etc.	
• Woolpert is an implementation partner of both Azteca and Assetic. • Assetic and Azteca are both development partners of one another. • Our two proposed software partners both employ a business partner network to implement their respective solutions. Woolpert derives all of our revenue through the delivery of professional implementation and consulting services. We do not mark-up software license fees proposed, or collected, by our software partners.	
8. Version Schedule	
a. Current version and general availability release date	• Cityworks 15.1—Platform 4.1, released July 2016 • Predictor 4.3.4, released May 2017
b. Proposed version & general availability release date	• Cityworks 15.1—Platform 4.1, released July 2016 • Predictor 4.3.4, released May 2017
c. Estimated release date for next version	• Cityworks 15.2, planned release Q3 2017 • Predictor 4.4, planned release August 2017
d. Typical release schedule & time to install	
• Cityworks – Major versions are released approximately yearly. Service packs are released every few months for approximately two years. Install and configuration time can vary depending on the complexity of the project. • Predictor – Assetic Predictor typically has a major release every 2 years. There are typically 4 minor releases in any one year. Assetic Predictor has an auto update facility which alerts you when new releases are available (incremental release notes) and is a simple and quick process to perform the software update.	
e. Number of prior versions supported	
• Azteca Systems fully supports the current major version and the previous major version of software with service pack updates. For example, if 15.1—Platform 4.1 is the current version, then full support and service pack updates are provided for Cityworks 2015—Platform 4 (the previous version) as well as 15.1—Platform 4.1. Beyond two versions, Azteca Systems will no longer release software service packs for that product except for data corruption issues. • Assetic supports the current and previous major release version of the software (provided that a valid annual support subscription is in place).	
9. User protection plans Briefly describe what user protection plans you have. For example: a. Source code held in Escrow b. No charge to migrate to similar new software (e.g. new technology c. Other options	**Azteca Systems** does not offer escrow. The Cityworks software licensing fee is designed as a value-based model (or maintenance fee model). Value-based models are characterized by a shift from large upfront payments to periodic maintenance fees. The Cityworks value-based model allows licensed organizations to have access to the Cityworks software and receive updates and support for an annual maintenance fee. Within **Assetic**'s Terms of Business, the Performance Warranty contemplates the re-supply of the Software, or a refund of a reasonable amount of Fees to compensate for the decreased functionality, at Assetic's option. Escrow could be organized on a time and materials basis, and the escrow fees would be borne by the requesting municipality.
10. We require having development, back-up, training, testing and archival copies of the software in addition to the production copy. Is this provided as standard with your Software? If there is a cost, please list in your proposal	This is provided as standard. Refer to the Cityworks Software and Maintenance Agreement, included with our submittal, for details on limitations. This can be accommodated for the Assetic software.

Proposer and Software Information

11. Briefly describe your customer service and support.
  a. What options and the cost
  b. What is covered and what isn't
  c. Customer support hours
  d. When do the software maintenance agreement does goes into effect?

The Cityworks software and maintenance agreement is provided in the Appendix.

Assetic offers Standard Support, which includes:
- Self-help articles and materials;
- Training videos
- Release notes
- Email support

Severity 1 Issues are handled 24x7. Severity 2-4 issues are handled 9am-5pm on business days.

Details are available at http://www.assetic.com/support-services-policy/

For both Cityworks and Assetic, the software maintenance agreements go into effect at the beginning of the implementation, when the software is first installed.

12. Briefly describe your training:
  a. Approach and philosophy
  b. Options (Learning center, interactive Web courses, CD/DVD, onsite, train-the-trainer, etc.)
  c. Prices/rates

  a. Woolpert's philosophy is to partner with our clients. We prefer to work with our clients, as opposed to for our clients. This philosophy extends to our approach to training. When training our clients, Woolpert selects an on-site Lead Systems Analyst based on the project requirements identified within the RFP. The Lead Systems Analyst is an individual who can not only configure the Cityworks AMS solution, provide recommendations for best practices, but can also train end-users, problem-solve and provide assistance to extremely unusual situations.
  Our trainer imparts significant technical knowledge to our clients' that can enable them to be more self-sufficient and become systems experts. This philosophy sets up a win-win situation for Woolpert and our clients and helps to provide a successful project outcome.
  b. Woolpert's proposed implementation approach provides for a significant number of on-site training activities for both end-users and system administrators. Cityworks provides a number of on-line and in-person training courses that can be accessed by City staff.
  c. We will train the City's staff as a part of our implementation. After implementation, there are opportunities for further training such as Cityworks University, web training, the annual User Conference training, regional user groups and additional conferences.

13. Company Qualifications

  a. Three or more years of related EAM system experience. Briefly describe.

- **Woolpert** has over 25 years of experience successfully implementing various EAM solutions. We have been an Azteca business partner since the beginning of their partner program over 20 years ago. **We have completed more implementations than any other Cityworks business partner.**
- **Azteca Systems** has been developing and providing the Cityworks AMS solution since 1996.
- **Assetic** has been developing and delivering their product since 2006.

  b. Experience working with cities of our size. Briefly describe.

We have implemented technology solutions for more than 100 clients, many of which are a similar size to the City of Fort Lauderdale. These clients include Savannah, Georgia; Jackson, Mississippi; and Columbia, South Carolina.

Proposer and Software Information

c. Briefly describe your experience integrating with Esri GIS.

For more than 30 years, Woolpert has served thousands of clients with integrated geographic information systems (GIS) solutions. At this year's Esri developer conference Woolpert was recognized as Esri's cornerstone partner for our 20-year partnership with Esri. We have established ourselves as a leader in GIS innovation. We don't sell software or push an agenda; we provide unbiased recommendations to ensure the sensible solutions to our clients.

As Cityworks natively supports GIS datasets, integration with Esri GIS is not needed. However, Woolpert has extensive experience and has completed numerous projects where we have customized Cityworks GIS map to provide custom tools such as vehicle tracking or utility network tracing. Additionally, we have provided our clients with integration services between Cityworks and both GIS and non-GIS systems (HR, accounting, fleet management, etc.).

Contract and Agreements

14. Contract Termination for Default
Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:
a. Full details of all terminations for default
b. The other party's name, address and telephone
c. Your position on the matter

Woolpert has not had a contract terminated for default during the past five years.

15. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc.
Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason)
Please provide:
a. Full details of all such terminations
b. The other party's name, address and telephone
c. Your position on the matter

Woolpert has not had any contracts terminated prior to completion for convenience, non-performance, non-allocation of funds, or for any other reason within the past five years.

16. Capacity and Capability
Give an exact schedule of the projects that are anticipating, pending, in progress and nearing completion
Please list all projects in that are in progress, pending start dates, near completion and that I anticipate with the next 5 months to three (3) years.

As a leading asset management consultant and Cityworks business partner, Woolpert has the pleasure of executing on multiple concurrent projects at any given time. It is not feasible for us to provide "exact" schedules of all of our ongoing and pending engagements.

However, we can assure the City that we have become very adept at managing our resources such that we are able to meet our schedule commitments. **With a staff of more than 40 professionals focused entirely on asset management projects, we have ample resources and availability to complete the City's project.**

To manage our projects effectively, Woolpert uses state-of-the-art MIS programs that enable us to monitor, schedule and budget for each project or task order. Our managers use the MIS to evaluate projects and allocate resources. We give priority to meeting project schedules and budgets.

We also use resource management software to track the workload of our personnel. Based on workload as a percentage of capacity, the software indicates to managers whether various disciplines in our offices are under goal, on target, or overworked on their projects. This tracking method allows managers to see where problems or opportunities with workload exist and to adjust their priorities accordingly to ensure that project schedules are met for each project.

Proposer and Software Information

Our current forecast, workload projections, and staff resources allocation (which we update on a biweekly basis) indicate that we have ample staff capacity and project team availability for the City's project. **Our project team will deliver your project on time and within budget.**

Note on Azteca's financial statement:

Financial Condition and Results of Operations

Azteca Systems L.L.C. is a privately held Limited Liability Company (Delaware) based in Sandy, Utah, that does not provide annual reports or financial statements to external parties. The company finances its operations from current cash flow and has a substantial credit facility with a large regional bank.

Initially incorporated in January of 1986, the Company has experienced significant year-over-year revenue growth. The year ending December 31, 2016 marked the 14th consecutive year of profitability for Azteca Systems.

The Company, via its Cityworks® software suite, has been providing innovative GIS-centric Enterprise Management Solutions built exclusively on Esri's leading GIS technology platform since 1996. Azteca Systems' client base has increased commensurately with its revenues to over 600 client sites around the world. The Company's Dun and Bradstreet reference (DUNS #) is 00-714-5381.

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information	
1. Contact Information	
a. Company Name	**Woolpert, Inc.** (Implementation Partner / System Integrator / Project Manager / Lead Consultant)

b. Name and Title of Contact Person	**John A. Cestnick, PSM, IAM**
	  Senior Associate
	  Project Manager
	Edward A. Singer, PE, MIAM
	  Associate
	  Program Director / AM Subject Matter Expert

c. Company Address	**Woolpert, Inc.** (Prime Respondent and Systems Implementer)
	  Primary Project Office: 6100 Blue Lagoon Drive, Suite 440
	                    Miami, Florida 33126
	  Headquarters: 4454 Idea Center Blvd
	                    Dayton, Ohio 45430

d. Telephone	305.351.2936
e. Email Address	John.Cestnick@Woolpert.com Ed.Singer@Woolpert.com
f. Company Website	www.woolpert.com
2. Regional Offices and Staff	
a. Describe whether your organization is local, regional, national or international.	**Woolpert** is a national professional services organization with 26 offices located throughout the United States. We deliver a variety of architectural, engineering, geospatial, and asset management services to our clients worldwide.

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information	
b. Regional office performing this engagement.	Woolpert's primary regional office servicing this project is located at: **6100 Blue Lagoon Drive, Suite 440** **Miami FL 33126** This office will be supported by staff in various other regional offices located throughout the United States, as depicted in the Organization Chart included in our response.
c. Describe the range of services provided by the office performing the engagement and # of employees.	Our Miami office servicing the City's project accommodates a staff of 44 employees. Services offered by this location include asset management consulting and software implementation, land surveying, water resources engineering, and software development. The same services are offered by the regional offices that will be supporting this project.

3. Company Information	
a. Briefly describe your company and the characteristics that set your company apart.	Please refer to the answer we provided in the previous section.
b. How many years of experience do you have implementing the proposed software?	Woolpert has 20+ years of experience successfully implementing the Cityworks software. We have completed more Cityworks implementations than any of their other business partners.
c. Briefly describe how you will meet our requirements and maximize our return on investment.	Please refer to the answer we provided in the previous section.
d. Year Founded	1911
e. Private vs. Public (Listing Exchange and Listing Code)	Private
f. Fiscal year end	12/31/2016
g. Revenue: Current Year	$133,824,411
h. Revenue: Prior Year	$118,077,562
i. Net Income/Loss: Current Year	$2,095,639
j. Net Income/Loss: Prior Year	($1,083,898)
k. % of gross revenue generated by proposed software & related maintenance and services.	10%
l. Parent Company (If separate)	Not applicable
m. Describe parent company's relationship with the proposing party.	Not applicable
n. Genealogy of Organization (Changing business, name changes, acquisitions/mergers, etc.)	Please refer to the answer we provided in the previous section.
o. Describe if your organization is international, national, regional or local. Please explain.	**Woolpert** is a national professional services organization with 26 offices located throughout the United States. We deliver a variety of architectural, engineering, geospatial, and asset management services to our clients worldwide.

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information	
p. Describe how the company has grown. "Organically," thru acquisition, thru mergers, etc.?	**Woolpert** has grown both organically and through acquisitions. See the acquisition table provided above in response to item "3m" in the previous section.
q. Are there any planned acquisitions or mergers in the future?	There are no planned acquisitions or mergers at this time.
r. Disclose any recent litigation (and outcomes) and litigation currently underway.	Woolpert is pleased to report that neither us nor our partners, have any pending matters of litigation nor any prior matters of litigation that may affect the performance of software or services to be rendered herein.
4. # of Employees	
a. Total Worldwide	737
b. Total in U.S.	737
c. # dedicated to the proposed software	40
d. U.S. # dedicated to the proposed software	40
5. Number of Customers Using the Proposed Software NOTE: These are the customers that you implemented	
a. Total Worldwide	Over 100
b. Total in U.S.	Over 100
c. # cities using the proposed software	Over 100
d. # cities using the proposed version	Slight variations of the software are released annually. Woolpert cannot provide an exact number of the clients using each version.
e. # of cities in the USA using the proposed software	Woolpert has implemented Cityworks AMS solutions for over 60 cities across the US. When we add the different counties and utility districts that we have implemented the solution for, that number exceeds 100.
6. List your City customers with similar requirements installed with the proposed solution. Note: These are the customers that you implemented.	Woolpert has many customers with similar requirements. A sample of those customers include the following: • Collier County, FL • Pinellas County, FL • City of Fort Lauderdale FL • City of Kissimmee, FL • City of Palm Bay FL • City of St Pete Beach FL • City of St. Cloud FL • City of Tallahassee FL • City of West Melbourne FL • Many others outside the state of Florida

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information	
7. Target User Profile for This Software Where size are the majority of your customers using the proposed software are)? E.g. Number of citizens and operating budget.	The software is configured and developed to be used by a wide range of clientele from some of the smallest cities to the largest counties and corporations.
8. Software Supplier Relationship and Implementation Model Briefly describe your relationship with the software supplier, formal software training, development work, etc.	Woolpert is an implementation partner of Azteca (the creator of Cityworks) — Azteca's first and only Diamond-level business partner when such level was available. Our staff provide software training as part of our implementation projects and we also provide development services for system integrations. We are Cityworks implementation experts from end-to-end.

9. Have you developed any add-on products to the proposed software? If so, please explain.

Woolpert created and implemented the Infrastructure Optimization Toolset (IO), a GIS centric tool for calculating the probability of failure, consequence of failure, and overall business risk exposure based on factors and rankings decided upon by the implementing organization. As a testament to Woolpert expertise in asset risk-based capital planning and the value of the IO toolset, **Azteca purchased the intellectual property for Woolpert IO to include in their Cityworks Analytics tool for Capital Planning.** We also routinely develop integrations with third-party software.

10. Briefly describe your customer service and support. a. What options are available and what is the cost b. What is covered and what isn't	Please see the Cityworks License and Maintenance Agreement provided in the appendix. Woolpert provides optional ad-hoc support and extended post go-live support as part of our service offerings, typically through hourly rate support agreements.

11. Briefly describe your training:
a. Does the Software Supplier provide training or are you responsible for training?
b. Approach and philosophy
c. Options (Learning center, interactive Web courses, CD/DVD, onsite, train-the-trainer, etc.)
d. Prices/rates

a. Woolpert primarily provides training for our clients as a part of our implementation methodology. Online and in-person training from Cityworks will also be available to City staff.
b. Woolpert's philosophy is to partner with our clients. We prefer to work with our clients, as opposed to for our clients. This philosophy extends to our approach to training. When training our clients, Woolpert selects an on-site Lead Systems Analyst based on the project requirements identified within the RFP. The Lead Systems Analyst is an individual who can not only configure the Cityworks AMS solution, provide recommendations for best practices, but can also train end-users, problem-solve and provide assistance to extremely unusual situations.
  Our trainer imparts significant technical knowledge to our clients, enabling them to be more self-sufficient and become systems experts. This philosophy sets up a win-win situation for Woolpert and our clients and helps to provide a successful project outcome.
c. Woolpert's proposed implementation approach provides for a significant number of on-site training activities for both end-users and system administrators. Cityworks provides a number of on-line and in-person training courses that can be accessed by City staff.
d. We will train the City's staff as a part of our implementation. After implementation, there are opportunities for further training such as Cityworks University, web training, the annual User Conference training, regional user groups and additional conferences.

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information

12. Company Qualifications

	a.	Three or more years of related EAM system experience. Briefly describe.

Woolpert has over 25 years of experience successfully implementing various EAM solutions. We have been an Azteca business partner since the beginning of their partner program over 20 years ago. **We have completed more implementations than any other Cityworks business partner.**

	b.	Experience working with cities of our size. Briefly describe.

We have implemented technology solutions for more than 100 clients, many of which are a similar size to the City of Fort Lauderdale. These clients include Savannah, Georgia; Jackson, Mississippi; and Columbia, South Carolina.

	c.	Briefly describe your experience integrating the proposed solution with:
		- QAlert
		- Cayenta (If needed)

Woolpert has not yet directly integrated QAlert with a Cityworks AMS solution. However, we have integrated other citizen engagement / crowd sourcing applications with Cityworks, including SeeClickFix, PublicStuff, Chameleon, and a number of homegrown service request applications. We have also developed and implemented our own citizen engagement solution that directly integrates with Cityworks AMS. QAlert provides developer APIs that, in conjunction with Cityworks' APIs, we will be able to leverage to facilitate integration between the two systems. This does not present itself as a complex integration effort. The key to ensuring a successful Cityworks AMS / QAlert integration is going to be achieving alignment between the service request categories within each system.

We have built an integration between Cityworks AMS and Cayenta Financials as well as various other external systems. Our Cayenta Financials integration was built in 2016 and consisted of the following:
- Bi-directional data exchange between Cityworks and Cayenta
- Cityworks user interface modified with JavaScript to re-purpose Task Resulting in Workflow
- Custom Web API to handle calls from Cityworks client
- Email notification for any software exceptions
- Email notifications for specific processing use cases (to handle issues with data)

	d.	Briefly describe your experience integrating the proposed software with Esri ArcGIS.

As Cityworks natively supports GIS datasets, integration with Esri ArcGIS is not needed. However, Woolpert has extensive experience and has completed numerous projects where we have customized Cityworks GIS map to provide custom tools such as vehicle tracking or utility network tracing. Additionally, we have provided our clients with integration services between Cityworks and both GIS and non-GIS systems (HR, accounting, fleet management, etc.).

13. Contract Termination for Default
Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:
a. Full details of all terminations for default
b. The other party's name, address and telephone
c. Your position on the matter

Woolpert has not had a contract terminated for default during the past five years.

Proposed Implementation Partner/System Integrator/Project Manager/VAR Information

14. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc.
Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason)
Please provide:
a.   Full details of all such terminations
b.   The other party's name, address and telephone
c.   Your position on the matter

Woolpert is not aware that any contract that was terminated for convenience and can affirmatively state that within the past five years, no contract has been terminated for cause.
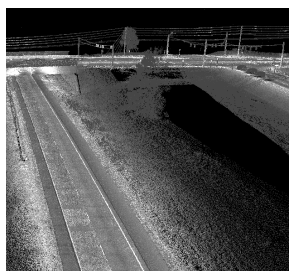
Section 3

Section 3
Experience and Qualifications

Over the course of our 106 year history, we have directed and implemented thousands of successful projects for our diverse clients, with these projects addressing all phases of the asset life-cycle. **Over our 20+ years as a Cityworks business partner, we have successfully implemented their solution well over 100 times and have established ourselves as their most prolific and successful solutions partner**.

Enterprise Asset Management and Cityworks AMS Qualifications

Firm Profile

Woolpert is a corporation consisting of employee shareholders who annually elect a board of directors. Woolpert is registered as a legal entity in the State of Florida. Our document number with the State is F04000005579. **With more than 700 professionals in 26 offices across the United States, the firm has the relevant experience, professional expertise, technical support, and quality review personnel to complete virtually any assignment in the given timeframe.**

For more details about our firm, please refer to Form 1 – General Supplier Information in the Executive Summary section.

Woolpert Qualifications

Our infrastructure management domain expertise positions us to uniquely understand the entire lifecycle of enterprise asset management and the best practices that drive optimized asset performance. This enables our team to deliver the technology solutions that holistically support the City's overarching asset management, compliance and sustainability objectives. We map our methods and outputs to noted national and international standards for asset management, including the British Standards Institute's PAS 55 and ISO 55000 – a set of detailed asset management specifications applicable to organizations that operate and maintain physical assets as a means of achieving their overall business objectives. Woolpert's alignment with these specifications positions us to assist the City of Fort Lauderdale in achieving ISO certification for asset management best practices.

Qualifications of our sub-consultant team members Azteca Systems, Inc. (Cityworks) and Assetic (Predictor) can be found in Section 7 – Sub-Consultants.

Implementation Services

Our proven approach to enterprise system implementations follows industry-accepted best practices for both program management and technical implementation tasks and addresses the full life-cycle of an enterprise information system implementation from planning and design, to development and deployment, to training, systems integration, data migration and support. Our proposed approach is thorough, realistic, and achievable. **Through our many years of implementing large-scale technology solutions, we have achieved a level of expertise in the analyses, development, and implementation of project plans and technical solutions that ensure our clients' project goals are achieved on time and within budget.**

Our implementation approach provides for the greatest level of **continuous knowledge transfer** from our staff to the City's project team. This helps to ensure rapid and thorough organization-wide adoption of your new system and also enables the City's management team to address a wide range of training and organizational change management issues during the regular course of the project.

We are able to achieve early buy-in and maintain it throughout the project. Our approach is both thorough and flexible and we welcome the opportunity to work with the City to tailor it to an implementable plan that fits within your available human and capital resources.

Asset Management Credentials

The IAM (https://theiam.org) is the professional body for those involved in acquisition, operation and care of physical assets, especially critical infrastructure – and particularly for professionals worldwide dedicated to furthering their knowledge and understanding of Asset Management. Woolpert is a corporate member of the IAM. Fourteen members of our asset management business unit have achieved IAM certification. **Our participation in IAM, along with the individual certifications of our team members further solidifies Woolpert's position as an industry leader in asset management.**

"The best implementation anywhere, anytime in the City,
in the history of the City of Augusta."

- Ms. Michele Blackburn Pearman
GIS Manager, City of Augusta, Georgia

Minimum Qualifications

Below we address how Woolpert meets the minimum qualifications set forth in Section 2.16 of the RFP:

Minimum Qualification	**2.16** Proposers shall be in the business of software implementation and project management and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract.
Woolpert Response	Woolpert has been implementing and managing software solutions for more than 20 years. The financial status of Woolpert, an employee-owned corporation, is very strong. Our excellent financial position and strength can be verified by our Dun & Bradstreet rating of 3A3, which is very good for a firm of our size. We have possessed sufficient financial support, equipment and organization to successfully complete 100+ Cityworks implementations, are we are confident that we can successfully perform the services required for the City of Fort Lauderdale's project.
Minimum Qualification	**2.16** Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one public entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate that they possess the organizational, functional and technical capabilities to provide an Enterprise Asset Management (EAM) solution that meets the City's needs and is tightly integrated with Esri ArcGIS.
Woolpert Response	We have implemented EAM solutions for more than 100 clients, many of which are a similar size to the City of Fort Lauderdale. These clients include Savannah, Georgia; Jackson, Mississippi; and Columbia, South Carolina, for which we implemented the Cityworks solution.
	The Cityworks GIS-centric approach uses the ArcGIS geodatabase as the authoritative data and system of record for local government assets without redundancies, constraints, or proprietary claims. In other words, Cityworks is configured to use the geodatabase as the asset inventory. ArcGIS provides tools necessary to maintain an inventory of local government assets and to use geography for analysis.
Minimum Qualification	**2.16** Experience with large scale private sector clients and the managerial and financial ability to successfully perform the work will also be considered.
Woolpert Response	Having provided enterprise asset management solutions for more than 100 clients, Woolpert has clients in both public and private sectors, and has worked with clients of widely varying sizes.
	The financial status of Woolpert, an employee-owned corporation, is very strong. Our excellent financial position and strength can be verified by our Dun & Bradstreet rating of 3A3, which is very good for a firm of our size.

Minimum Qualification	**2.16** Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.
Woolpert Response	See our responses to 2.16.1 to 2.16.5 below.
Minimum Qualification	**2.16.1** Proposer or principals shall have at least seven (7) years of direct software systems implementation and project management experience. Project manager assigned to the project must have a minimum of five (5) years' experience in software implementation and project management and have served as project manager on three (3) similar projects in size and scope as well as the proposer or principals. The information should include whether proposer and project manager were the prime Proposer or the sub-Proposer, what percentage of the project was completed, and whether the project finished on time and within budget.
Woolpert Response	Our project manager, John Cestnick, PSM, IAM, has 22 years' experience in software implementation and project management and has been involved in many projects of similar size and scope.
	Woolpert has implemented Cityworks for more than 100 clients as the prime contractor. Woolpert seldom requires the assistance of subcontractors for this type of project.
	Through our many years of implementing large-scale technology solutions, we have achieved a level of expertise in the analyses, development, and implementation of project plans and technical solutions that ensure our clients' project goals are achieved on time and within budget.
Minimum Qualification	**2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.
Woolpert Response	Woolpert is willing to submit any additional evidence of our qualifications to the City.
Minimum Qualification	**2.16.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
Woolpert Response	Neither our firm nor principals have any record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude. In addition, our firm nor principals have any conflicts of interest in doing business with the City.
Minimum Qualification	**2.16.4** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
Woolpert Response	Neither our firm nor any principal, officer, or stockholder is in arrears or in default of any debt or contract involving the City; nor have they failed to perform faithfully on any previous contract with the City.
Minimum Qualification	**2.16.5** Firm and those performing the work must be appropriately licensed and registered in the State of Florida.
Woolpert Response	Our firm and project staff are appropriately licensed to do business in the State of Florida. This also includes a business license to provide Professional Surveying & Mapping services which is a requirement within the State of Florida for a business to provide the data collection requested within the RFP by the City.

Project Team

Woolpert's proposed Project Team members possess both the technical and line of business expertise required to ensure the successful implementation of the City of Fort Lauderdale's Cityworks AMS solution. The depth and breadth of our Cityworks implementation experience is un-matched in the industry. Our core team of managers, directors, subject matter experts, implementation consultants, and application developers collectively offer the City of Fort Lauderdale over 350 years' of engineering, technology, and application development experience and the associated expertise earned through the successful delivery of approximately 300 Cityworks AMS deployments (including integrations).

At this time, **Woolpert is not anticipating requiring any third party involvement in the delivery of services required to install and configure a scalable, full-functioning Cityworks AMS solution, as stipulated in the City's project scope.** We maintain all of the required resources in-house required to install and configure the Cityworks AMS software; provide the requisite training, develop the system interfaces, and perform the optional data collection / conversion. We will, however look to Assetic to assist our team in the rapid deployment of their Predictor software to achieve early development of a first-generation asset renewal plan.

We expect the City will provide either in-house resources, or provide Woolpert with access to its third-party support resources, to support Woolpert with the development of the various system interfaces (any modifications required to the existing corporate applications, access to the various APIs, and general support during the interface development).

Brief introductions of our Project Management team, key subject matter experts, and technical leads are presented below. Resumes of our proposed team members are included in the Appendix of our submittal.

> Our Program Director, Project Manager, and various technical leads will remain engaged on your project for its entire duration, providing continuity and continuous knowledge transfer to the City's asset managers and other project participants.
>
> Woolpert's ability to deliver all of the services with our own in-house team helps to ensure this continuity, and mitigates the risks associated with having to manage resources from multiple organizations.

John Cestnick, PSM, IAM – Project Manager

As a Project Manager, John leads our multi-disciplined teams of asset management and IT experts in planning, design, and implementation of enterprise asset information management solutions to meet clients' diverse needs. John's more than 20 years of progressive experience encompasses GIS utility mapping and asset inventories; asset management system implementations; GIS conversions to Esri geodatabases; photogrammetric, aerial, and hydrographic mapping; topographic, boundary, and control surveys; laser scanning; and subsurface utility engineering (SUE) for municipal, utility, and airport clients. As a testament to his experience, John has been intimately involved with nearly every GIS implementation and inventory project that Woolpert has completed in South Florida.

John will direct our day-to-day project delivery, quality assurance, testing, and training activities throughout all phases of your Cityworks AMS deployment.

Ed Singer, PE, MIAM – Program Director and Asset Management Subject Matter Expert

During a career spanning almost 30 years, Ed has delivered a multitude of successful solutions to his clients in the areas of utility engineering, surveying, GIS, enterprise information management, and asset management. As a licensed Professional Engineer, Ed has spent the better part of his career implementing asset management and sustainability solutions for utility and public works clients across the United States. His strong grasp of both the technical and business sides of asset management, including asset data, asset information management systems, decision-support systems, and other related business applications and processes, enable Ed to lead his clients to positions of best practices-driven advanced asset management and sustainability. Since 2000, Ed has implemented, consulted on, or directed nearly 50 enterprise-class asset management software and business solutions for his clients.

Steve Schwabe, IAM – Asset Management Subject Matter Expert

Steve draws from a diverse background in engineering, operations management, manufacturing, business consulting and EAM/CMMS/Infor/PeopleSoft implementations. Steve's hands-on experience as both a functional and technical consultant enables him to quickly understand, plan, and manage the delivery of all aspects of complex solutions.

Steve designs and builds management reports and executive dashboards for organizations that desire actionable information for their work management solution. He has designed and developed system interface specifications, and has managed the development and implementation of interfaces between various CMMS/EAM applications and client COTS/home grown solutions. Steve's diverse background, varied experience and creative problem solving techniques have resulted in numerous, successfully-implemented, out-of-the-box solutions involving atypical system configurations and integrated, third-party solutions that satisfy client requirements with robust, user-friendly solutions.

Jared Livingston, GISP, IAM – Cityworks AMS Implementation Lead

As an Enterprise Information Management Team Leader, Jared mentors and trains Woolpert's Cityworks implementation consultants. As a Senior Implementation Consultant himself, Jared assumes a lead role in the planning, design, configuration, and deployment of our best practices driven enterprise asset management system solutions. With extensive experience collecting and integrating GIS data for a diverse client base, Jared is adept at identifying and adapting solutions to meet clients' specific needs and goals.

For your project, Jared will ensure that our system implementation consultants deliver the services required to maximize the City's use of the new Cityworks AMS solution. Jared will also lead our internal Quality Assurance efforts and development of our testing and training plans.

Norman (Victor) Staggs – Application Integration Development Lead

Victor is an experienced Senior Application Developer and Phase Manager in Woolpert's Information Technology Discipline. Victor's common goals on each of his engagements are to: maximize efficiency, improve resource allocation, and increase tracking and reporting capabilities. Victor works with our clients to design systems that are customized to their needs, and are friendly to the everyday user. Victor proactively implements Cityworks components that integrate separate information tracking and processing systems into one cohesive and effective program. He performs Discovery for data migration, defines software requirements, writes some of the cleanest and tightest code ever seen, and prepares for future integrations in a constantly evolving enterprise.

For your project, Victor will direct all of our application interface development and configuration efforts, as well as serve as lead application architect and Senior Developer.

Tom Murphy – Principal-in-Charge

Tom routinely helps utilities and public works departments, airports, seaports, and other public agencies identify services and products to improve their business systems and processes through engineering services, GIS technologies, asset information management solutions, and systems integrations.

With a strong background assisting in government business operations—as both an administrative and technical-resource—Tom brings to clients a refined knowledge of government business processes that can only be gained through extensive hands-on experience. He also served two terms as a Miami-Dade Expressway Authority board-member, an agency responsible for strategically allocating roadway funds to enhancing Miami-Dade's expressway system.

Tom supervises all of Woolpert's Miami based projects, serves as a primary point of contact, and acts as a liaison between clients, Woolpert's service lines, and government agencies.

Project Organization Chart

CITY OF FORT LAUDERDALE, FL

PRINCIPAL-IN-CHARGE

Thomas Murphy [MIA]

PROGRAM DIRECTOR / AM SUBJECT MATTER EXPERT

Edward Singer, PE, MIAM [RIC]

PROJECT MANAGER

John Cestnick, PSM, IAM [MIA]

AM SUBJECT MATTER EXPERT

Steve Schwabe, IAM [RIC]

IMPLEMENTATION LEAD

Jared Livingston, GISP, IAM [IND]

LEAD SYSTEMS ANSLYSTS

Ryan Butler, GISP [COL]
Miguel Rodriguez [MIA]

SYSTEMS ANALYSTS

William Kienzle, EIT [CHI]
Laura Burns, EIT [CHS]
James Lloyd [RIC]
Anthony Brown [COL]

Enterprise Asset Management Solution Partners

Cityworks®

Cityworks AMS

assetic

Predictor

SYSTEMS INTEGRATION LEAD

Norman Staggs [RIC]

LEAD DEVELOPERS

Dominik Medved, CSM [DEN]
Miles Kelly [DAY]
Juliana Castillo [ARL]

DEVELOPERS

Bryan de Jesus, PSM [DEN]
Joseph LaCombe [IND]
Mark Millman [LAS]
Yury Tritenko [IND]

ADDITIONAL SUPPORTNG ENGINEERING, SURVEYING, AND ASSET MANAGEMENT RESOURCES [NATIONWIDE]

OFFICE LOCATIONS

ARL: Arlington, Virginia
CHI: Chicago, Illinois
CHS: Chesapeake, Virginia
COL: Columbus, Ohio

DAY: Dayton, Ohio
DEN: Denver Colorado
IND: Indianapolis, Indiana

LAS: Las Vegas, Nevada
MIA: Miami, Florida
RIC: Richmond, Virginia

Team Skills Matrix

The depth and breadth of Woolpert's proposed team members' Cityworks implementation experience is un-matched in the industry, as evidenced in the following Skills Matrix. Our core team of managers, directors, subject matter experts, implementation consultants, and application developers collectively offer the City of Fort Lauderdale over 350 years' of engineering, technology, and application development experience and the associated expertise earned through the successful delivery of approximately 300 Cityworks AMS deployments (including integrations).

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Cityworks AMS Implementation Expertise

Team Member	# Years' Experience	# Cityworks Projects	Project Management	Business Processes	System Configuration	Application Development	Systems Integration	Geodatabase Design	Training	QA/QC	Change Management	Field Data Capture
Ed Singer, PE, MIAM	30	40+	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Steve Schwabe, IAM	25	25+	✓	✓	✓	✓	✓	✓	✓	✓	✓	
John Cestnick, PSM, IAM	22	16	✓	✓	✓			✓	✓	✓	✓	✓
Jared Livingston, GISP, IAM	18	40+	✓	✓	✓		✓	✓	✓	✓	✓	✓
Ryan Butler, GISP	14	30+	✓	✓	✓		✓	✓	✓	✓	✓	
Miguel Rodriguez	20	8		✓	✓			✓	✓	✓		✓
William Kienzle, EIT	29	9	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Laura Burns, EIT	10	10		✓	✓			✓	✓	✓	✓	
James Lloyd	29	20+	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Anthony Brown	4	20+		✓	✓				✓	✓	✓	
Norman Staggs	19	11	✓	✓			✓	✓	✓	✓	✓	
Dominik Medved, CSM	18	20+	✓			✓	✓	✓	✓	✓	✓	
Miles Kelly	20	16	✓			✓	✓	✓	✓	✓	✓	
Juliana Castillo	13	4				✓	✓	✓	✓	✓	✓	
Bryan deJesus, PSM	13	8				✓	✓	✓	✓	✓	✓	
Joseph LaCombe	19	10	✓			✓	✓	✓	✓	✓	✓	
Mark Millman	39	1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Yury Tritenko	9					✓	✓	✓	✓	✓	✓	

Sustainable Business Practices

As a professional services firm, we have an obligation to perform our services in accordance with applicable local, state, and federal environmental regulations. In addition, Woolpert is guided by the following corporate environmental and sustainability principles and objectives:

- To be responsible corporate citizens and stewards of the environment
- To provide an environmentally sustainable work environment for our employees
- To be a leader in providing environmentally sustainable design solutions for our clients
- To create environmentally sustainable projects that enhance the quality of life and the environment
- To be committed to the triple bottom line: environmental stewardship, social responsibility and economic value for our clients

Further, Woolpert has a corporate program for environment and sustainability, which is led by a diverse team of professionals. The Sustainability Strategic Initiative team guides our company-wide efforts to advance our corporate environmental principles. The Sustainability Strategic Initiative team works under the guidance of our Chief Executive Officer, reporting activities and achievements. Woolpert furthers its commitment to the environment and sustainability through the hiring of numerous LEED-accredited design professionals within our firm and encouraging staff to obtain LEED accreditation. The primary contacts regarding the sustainable design services offered by Woolpert are Nadja Turek and Rich Simpkins. In addition, Nadja is an advisor to the Sustainability Strategic Initiative team.

Woolpert Corporate Sustainable Business Practice Contacts:

Nadja Turek, PE, LEED AP BD+C, GGP
Rich Simpkins, PE, LEED AP BD+C
4454 Idea Center Blvd.
Dayton, OH 45430
937.461.5660
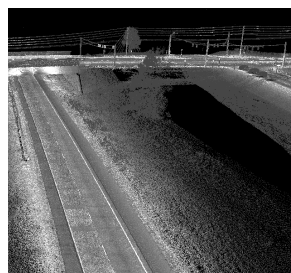
Section 4

Section 4

Approach to Scope of Work

Woolpert's Proposed Project Plan

Per the City's Request for Proposal (RFP), a total of six Public Works divisions, comprising approximately 400 users, will participate in this project. Our project plan, its associated budget, and schedule were developed based on a number of bounding assumptions, many of which were inferred from information provided to us in the City's RFP and clarified through submitted questions. Some assumptions are necessary to limit uncertainty and allow us to provide a fixed-fee scope of services. The following assumptions apply to this scope of work:

- The City will identify and empower a Project Manager.
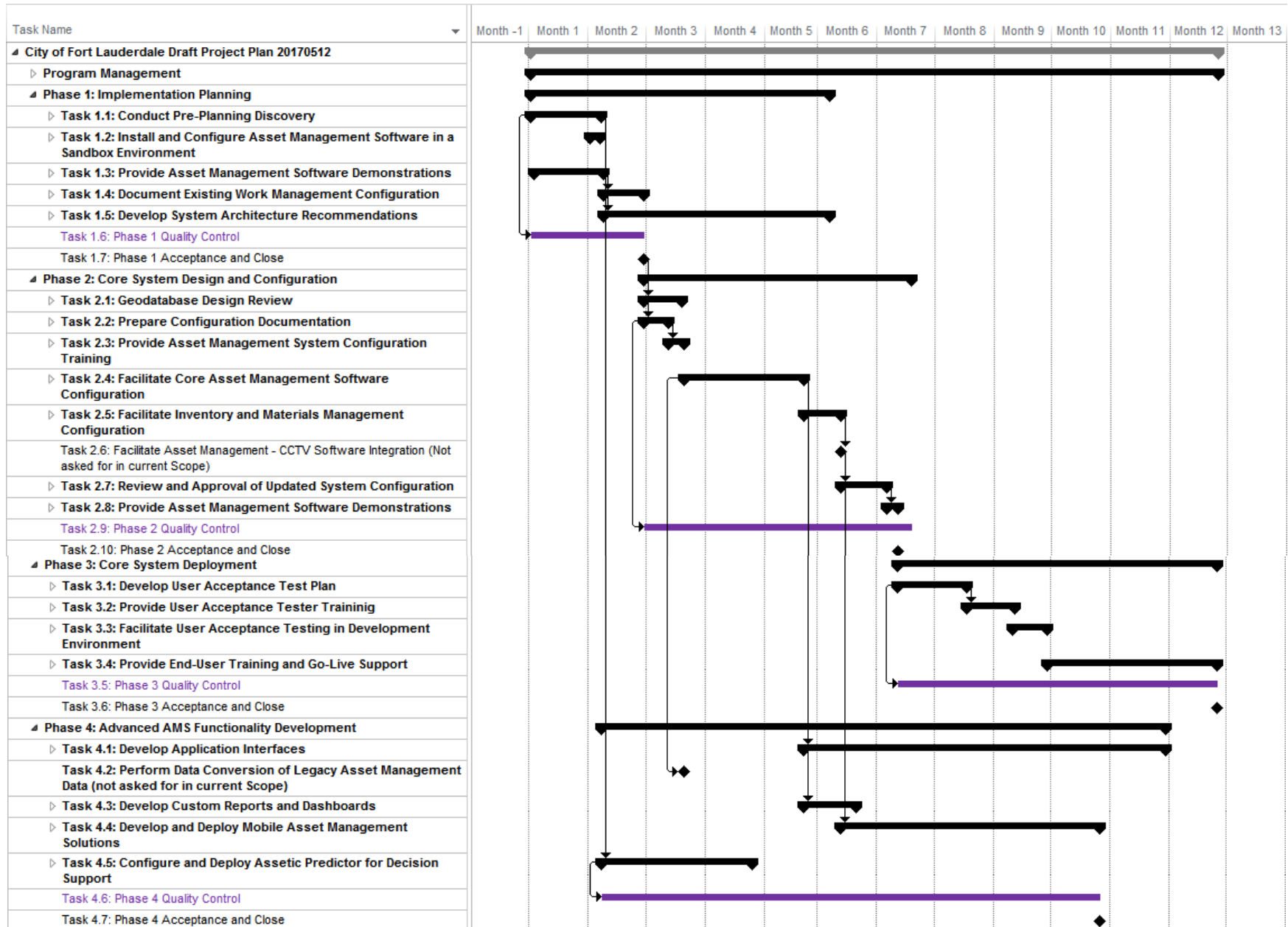- The City will identify and empower two (2) to four (4) power users from each of the user divisions to be implemented (Distribution and Collection, Stormwater, Treatment, Administration, Sustainability, and Engineering) for a total of 12 – 24 power users and one project manager. This will constitute the Client Core Team.
- Unless otherwise specified within this Statement of Work, the Client will be responsible for the development and management of an ArcGIS / ArcSDE geodatabase and ArcGIS Server deployment and population of said geodatabase with all asset records and associated attribute details. Woolpert will provide minimum and recommended specifications for this upon request.
- The configured Cityworks AMS solution implemented by Woolpert will support a multitude of service request, work order, and inspection workflows as currently defined, and in-use by the City. Woolpert recommends the City take this opportunity to improve upon and / or re-engineer existing asset management workflows, leveraging Cityworks AMS capabilities and industry best practices to improve its asset management program capabilities. However, based on the information gleaned from the City's RFP we are unable to determine at this time the level of re-engineering and process improvements required across the six (6) participating divisions. For this reason, and to remain cost competitive, we present our value-added asset management improvement opportunities as un-priced options in our accompanying proposal. We welcome the opportunity to meet with City stakeholders to review these optional services, explain the value to be gained from them, and negotiating them into a final scope of services.
- Woolpert's proposal includes a fixed fee for the development of the interface design and specifications for the Lawson (Infor) ERP integration. The costs for developing and deploying this integration is dependent upon the final functional design. Woolpert will revisit our "estimated" development costs provided in our proposed work plan after the City accepts the final design documents (specifications) and update the development costs accordingly (down or up).
- The City has identified four additional business applications for possible integration with the new Cityworks AMS solution. However, based on instructions provided in the RFP Questions / Answers posted on the BidSync website, we understand that these are only being considered at this time and are not a hardened requirement. Woolpert has not considered these in our current project plan and associated pricing. We are happy to incorporate these integrations into our project work plan upon request. The applications include:
  - **Cayenta** for utility billing and meter information
  - **Kronos** for timekeeping
  - **Laserfiche** for document management
  - **BuySpeed** for procurement
- In addition to the system interfaces listed above, the City requires a GIS interface. Cityworks AMS is a GIS-centric solution and does not require any custom GIS integration or third-party middleware.

In order to comply with the City's page limit requirements for the submittal, we are unable to provide our comprehensive Scope of Services within the body of the proposal. The following sections provide a description of the services to be provided in each of our five proposed Implementation Phases, along with descriptions of key deliverables and an outline of major tasks and sub-tasks. We are providing an unabridged version of our proposed Scope of Services, complete with all tasks / sub-task details, description of deliverables, assumptions, and client responsibilities in the appendix of our response.

Per the following high-level project Gantt chart, we are able to take the City live with the new Cityworks AMS solution within 257 business days (approximately 12 months) from Notice-to-Proceed. We will deliver a first generation strategic asset plan within 12 weeks from the start of the project. We provide a detailed Work Breakdown Structure (WBS), along with assumed start / finish dates, durations, work, and predecessors along with our full project plan in the Appendix.

Project Schedule

Task Name	Month -1	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13

City of Fort Lauderdale Draft Project Plan 20170512
- ▷ **Program Management**
- ◢ **Phase 1: Implementation Planning**
  - ▷ **Task 1.1: Conduct Pre-Planning Discovery**
  - ▷ **Task 1.2: Install and Configure Asset Management Software in a Sandbox Environment**
  - ▷ **Task 1.3: Provide Asset Management Software Demonstrations**
  - ▷ **Task 1.4: Document Existing Work Management Configuration**
  - ▷ **Task 1.5: Develop System Architecture Recommendations**
  - Task 1.6: Phase 1 Quality Control
  - Task 1.7: Phase 1 Acceptance and Close
- ◢ **Phase 2: Core System Design and Configuration**
  - ▷ **Task 2.1: Geodatabase Design Review**
  - ▷ **Task 2.2: Prepare Configuration Documentation**
  - ▷ **Task 2.3: Provide Asset Management System Configuration Training**
  - ▷ **Task 2.4: Facilitate Core Asset Management Software Configuration**
  - ▷ **Task 2.5: Facilitate Inventory and Materials Management Configuration**
  - Task 2.6: Facilitate Asset Management - CCTV Software Integration (Not asked for in current Scope)
  - ▷ **Task 2.7: Review and Approval of Updated System Configuration**
  - ▷ **Task 2.8: Provide Asset Management Software Demonstrations**
  - Task 2.9: Phase 2 Quality Control
  - Task 2.10: Phase 2 Acceptance and Close
- ◢ **Phase 3: Core System Deployment**
  - ▷ **Task 3.1: Develop User Acceptance Test Plan**
  - ▷ **Task 3.2: Provide User Acceptance Tester Traininig**
  - ▷ **Task 3.3: Facilitate User Acceptance Testing in Development Environment**
  - ▷ **Task 3.4: Provide End-User Training and Go-Live Support**
  - Task 3.5: Phase 3 Quality Control
  - Task 3.6: Phase 3 Acceptance and Close
- ◢ **Phase 4: Advanced AMS Functionality Development**
  - ▷ **Task 4.1: Develop Application Interfaces**
  - Task 4.2: Perform Data Conversion of Legacy Asset Management Data (not asked for in current Scope)
  - ▷ **Task 4.3: Develop Custom Reports and Dashboards**
  - ▷ **Task 4.4: Develop and Deploy Mobile Asset Management Solutions**
  - ▷ **Task 4.5: Configure and Deploy Assetic Predictor for Decision Support**
  - Task 4.6: Phase 4 Quality Control
  - Task 4.7: Phase 4 Acceptance and Close

Scope Alignment

The following matrix illustrates alignment between Woolpert's proposed implementation approach / methodology and the Required Services, as delineated in the City's Request for Proposal.

Alignment Between City of Fort Lauderdale Required Services and Woolpert's Proposed Implementation Approach

Woolpert Implementation Phases / Tasks

Scope of Work (Required Services)	Program Management	Task 1.1: Conduct Pre-Planning Discovery	Task 1.2: Install and Configure AM Software in a Sandbox Environment	Task 1.3: Provide AM Software Demonstrations	Task 1.4 Document Existing Work Management Configuration	Task 1.5: Develop System Architecture Recommendations	Task 2.1: Geodatabase Design	Task 2.2: Prepare Configuration Documentation	Task 2.3: Provide AM System Configuration Training	Task 2.4: Facilitate Core AM Software Configuration	Task 2.5: Facilitate Inventory and Materials Management Configuration	Task 2.6: Facilitate AM – CCTV Software Integration	Task 2.7: Review and Approval of Updated System Configuration	Task 2.8: Provide AM Software Demonstrations	Task 3.1: Develop User Acceptance Test Plan	Task 3.2: Provide User Acceptance Training	Task 3.3: Facilitate User Acceptance Testing	Task 3.4: Provide End-User Training and Go-Live Support	Task 4.1: Develop Application Interfaces	Task 4.2: Perform Data Conversion of Legacy AM Data	Task 4.3: Develop Custom Reports and Dashboards	Task 4.4: Develop and Deploy Mobile AM Solutions	Task 5.1: Extended Review and Modifications	Task 5.2: Ad-Hoc Support
		Phase 1 — Implementation Planning					Phase 2 — Core System Design and Configuration								Phase 3 — Core System Deployment				Phase 4 — Advanced Functionality				Phase 5 — Extended Support	
3.13.1 Project Management[1]	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3.13.2 Hardware Consulting, Design, and Installation[2]						✓																		✓
3.13.3 Installation and Configuration of all Components[3]			✓					✓		✓	✓	✓	✓						✓	✓	✓	✓		
3.13.4 Complete System Testing of all Installed Components[4]				✓										✓	✓	✓	✓	✓	✓	✓	✓	✓		
3.13.5 Integration and Interface Development[5]											✓	✓							✓					
3.13.6 Knowledge Transfer to Staff[6]	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3.13.7 Operational Redesign Assistance[7]					✓			✓	✓	✓	✓								✓		✓	✓	✓	✓

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City of Fort Lauderdale

Enterprise Asset Management System

Scope of Work (Required Services)	Program Management	Phase 1 — Implementation Planning					Phase 2 — Core System Design and Configuration								Phase 3 — Core System Deployment				Phase 4 — Advanced Functionality				Phase 5 — Extended Support	
		Task 1.1: Conduct Pre-Planning Discovery	Task 1.2: Install and Configure AM Software in a Sandbox Environment	Task 1.3: Provide AM Software Demonstrations	Task 1.4: Document Existing Work Management Configuration	Task 1.5: Develop System Architecture Recommendations	Task 2.1: Geodatabase Design	Task 2.2: Prepare Configuration Documentation	Task 2.3: Provide AM System Configuration Training	Task 2.4: Facilitate Core AM Software Configuration	Task 2.5: Facilitate Inventory and Materials Management Configuration	Task 2.6: Facilitate AM – CCTV Software Integration	Task 2.7: Review and Approval of Updated System Configuration	Task 2.8: Provide AM Software Demonstrations	Task 3.1: Develop User Acceptance Test Plan	Task 3.2: Provide User Acceptance Training	Task 3.3: Facilitate User Acceptance Testing	Task 3.4: Provide End-User Training and Go-Live Support	Task 4.1: Develop Application Interfaces	Task 4.2: Perform Data Conversion of Legacy AM Data	Task 4.3: Develop Custom Reports and Dashboards	Task 4.4: Develop and Deploy Mobile AM Solutions	Task 5.1: Extended Review and Modifications	Task 5.2: Ad-Hoc Support
3.13.8 Data Conversion Upon Request or when Required[8]																				✔			✔	✔
3.13.9 On-Going Support and Maintenance Services[9]																							✔	✔
3.13.10 Training Services – Train the Trainer and Administrator Training for all components for the staff identified, including security configuration (users, groups, access and functionality rights)[10]			✔	✔					✔					✔		✔		✔	✔				✔	✔

Notes:

1. Woolpert's Program Management activities are performed continuously throughout all phases of the project and include all aspects of standard project management (PMI standards), change control, and quality management. Details of our Program Management activities and related deliverables are included in the detailed Scope of Services provided in the Appendix of our submittal.

2. When requested by the client, Woolpert's implementation team and in-house IT resources will develop a series of system architecture recommendations to address hardware, software, and network configurations to best fit within the client's existing IT infrastructure and governance policies. In most instance our clients' internal IT teams assume installation responsibilities. However, if requested / required of Woolpert, we can provide these services as part of our programmed Scope of Services, or on an as-needed basis under a series of Ad-Hoc Support tasks.

3. Woolpert's implementation team will install and configure all of the core asset management system components, as well as all extended functionality components (system integrations, converted data, etc.) identified in the Scope of Services.

4. Woolpert's implementation approach provides for an exhaustive User Acceptance Testing period for all installed and configured elements of the enterprise asset management solution. We are flexible in this approach and can accommodate testing in multiple environments and for multiple durations.

5. Woolpert's development team will work with our implementation team and the City's subject matter experts to design all required system integrations. Integration development will proceed in accordance with the agreed-upon design and all integrations will be fully configured and tested per the User Acceptance Testing Plan.

6. Woolpert's implementation approach provides for the greatest opportunity to facilitate continuous knowledge transfer from our implementation team to your system administrators and end users. In addition to our formal training activities (provided for in all phases of our implementation plan), our on-site workshops and thorough documentation all serve as knowledge transfer and organic training opportunities for the City's project team.

7. Operational Redesign Assistance is not thoroughly defined in the City's Request for Proposal and can take on many different shapes. Through implementation of standardized maintenance management system workflows, and development of reports (standard and custom) and system integrations, we will inherently provide a certain level of operational redesign support as part of our standard implementation activities. Woolpert is also capable of providing a greater level of operational redesign assistance through delivery of Asset Management Program development activities following guidelines established by the ISO 5500X series of standards, as well as other best practices approaches to CMOM and Stormwater Management program development activities, among others.

8. Woolpert's proposed project team includes all of the capabilities and certifications in the State of Florida required to perform data conversion / migration services, as well as field surveying and inventorying services, as may be required.

9. Woolpert typically provides a number of post-go-live support activities and ad-hoc support hours that the City can use to access our team for any number of support requirements. Beyond these activities, the City's license agreement with Cityworks affords your system administrators and power users with access to Azteca's in-house support team. In addition Azteca and Woolpert offer a wide range of on-going training and development options.

10. Woolpert's implementation approach provides for a number of informal and formal training opportunities throughout all phases of our implementation approach. Just prior to system go-live, we will provide formal Administrator and End-User classroom training activities in accordance with the detailed training plan we will develop for your project team. Details of this plan are included in the Scope of Services provided in the appendix of our response.

Project Management

An Enterprise Asset Management system implementation is a complex endeavor that presents a variety of technical and organizational challenges that will need to be identified, analyzed, understood, and continually managed in order to ensure a successful outcome. Woolpert's Project Management approach provides for the resources and tools needed to successfully manage the project through all phases / processes, including:

- **Initiation.** project authorizations and expectations
- **Planning.** project definitions, objectives, deliverables, analysis of alternatives
- **Execution.** coordination of resources, quality management, product and service delivery
- **Monitoring and Controlling.** monitoring and measuring to identify variances and imitate corrective actions
- **Close-Out.** acceptance of project deliverables and results

To fulfill each of these objectives, Woolpert will employ the different project management tools described, as follows:

Each of the following **Program Management** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

Task PM.1:   Project Administration
Task PM.2:   Project Kick-Off Meeting
Task PM.3:   Project Schedule Coordination
Task PM.4:   Client Status Meetings
Task PM.5:   Internal Coordination Meetings

Change Control

Woolpert has an established change control process that thoroughly defines how changes to the original objectives and/or deliverables defined in this Statement of Work will be handled. Both Woolpert and the Client recognize that changes are a normal part of the project life cycle. Woolpert believes that managing change to project scope, cost, and schedule are critical to a project's success and employs a comprehensive approach to change control.

Technical Approach

Woolpert has developed a five-phased approach to implementing content rich enterprise asset management solutions. Each of the five technical phases are executed in conjunction with continuous Project Management, Knowledge Transfer & Change Management, and Quality Management activities. Deliberate execution of each phase, with continuous client involvement and feedback enables Woolpert to ensure a successfully planned, designed, configured, and deployed asset management solution that is used and useful immediately upon "Go-Live", provides for the tools and resources needed to support current and planned asset management activities, and provides the means to monitor and measure continuous improvement activities.

Each of our five phases are performed in order, with specific phase deliverables achieving client sign-off in each of the appropriately defined tasks or sub-tasks. The culmination of each phase is solidified by a Phase Acceptance and Close-out process that signifies delivery and acceptance of the Phase Tasks / Sub-Tasks and clears the way to proceed with the next subsequent phase.

Each of the five phases, depicted in the following Implementation Phase diagram, are presented in detail in the subsequent sections of this Statement of Work document.

Implementation Phases
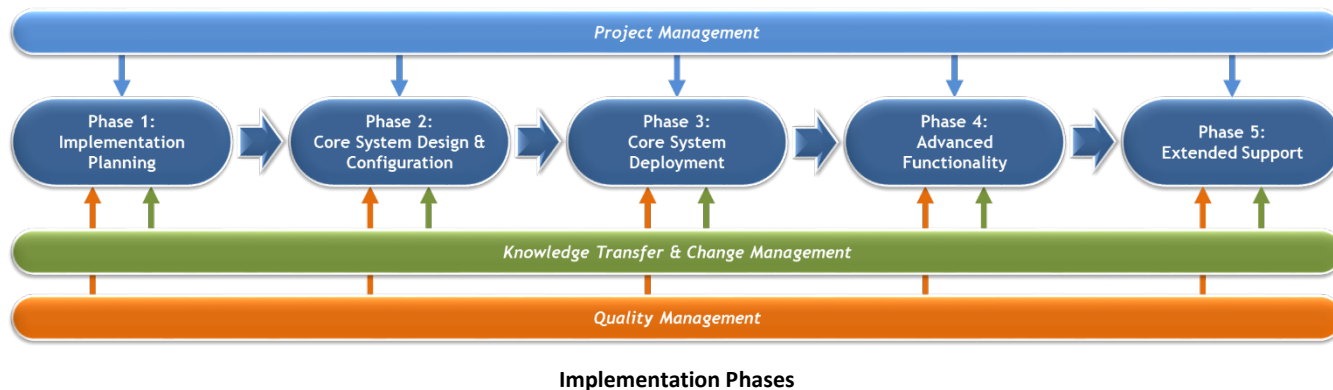
Phase 1: Implementation Planning

The Implementation Planning tasks are performed for the purpose of verifying / establishing and documenting a clear purpose for the Cityworks AMS implementation. Functional and technical requirements that were published in the request for proposal are reviewed with Woolpert's implementation team and the Client's management and technical team leads in order to align goals and expectations and to establish critical success factors as a means to measure implementation milestones.

Woolpert will facilitate a number of Pre-Planning discovery tasks comprised of a desktop audit of pertinent asset management data, followed by a series on-site discovery workshops designed to identify, validate, and document levels-of-service and key asset man-

agement program metrics that we will need to configure the solution. In those instances where the City does not yet have well-defined performance metrics, the Woolpert implementation team will provide some examples of quality metrics that the City can start with and grow into as use of the system matures over time.

Key Implementation Planning (Phase 1) Deliverables

- Pre-Implementation Planning Discovery Technical Memorandum
- Installation and Configuration of an Asset Management Solution Sandbox Environment
- Asset Management Software Solution Demonstrations
- Business Process Workflow Alignment

As part of these initial planning efforts, Woolpert will install a sample / configured Cityworks AMS solution either on-site, on the City's servers, or in a cloud environment accessible to the City's project team. This initial system install will be used through all of the implementation phases to "teach and train" users how to navigate the system and ultimately use it to their daily benefit. As the project moves through the phases, this initial install will be updated to reflect the configuration decisions made by the City's project team until such time that at "Go-Live" it becomes the Production Environment.

Additionally, as part of Woolpert's continuous knowledge transfer and change control efforts, we provide a series of software demonstrations to the City team early in the process. This early introduction to the system imparts a level of understanding among those City team members that will be asked to make design and configuration decisions. This is the first of many software demonstrations that will be used throughout our implementation process.

The Planning Phase culminates with a series of Business Process Review workshops whereby Woolpert works with the City's key technical staff to establish a best practices approach to managing the request, work order, and inspection data that will be captured, routed, acted-upon, and reported within the asset management software application.

Each of the following **Implementation Planning** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

Task 1.1:   Conduct Pre-Planning Discovery
Task 1.2   Install and Configure Core Cityworks AMS Software in a Sandbox (Development) Environment
Task 1.3:   Provide Cityworks AMS Software Demonstrations
Task 1.4:   Document Existing Work Management Configuration
Task 1.4:   (Recommended Alternative) Develop Optimized Work Management Life-Cycle Workflows (un-priced option)
Task 1.5:   Develop System Architecture Recommendations
Task 1.6:   Phase 1 Quality Control
Task 1.7:   Phase 1 Acceptance and Close

Phase 2: Core System Design and Configuration

Using the "road map" developed in Phase 1 as our guide, the Woolpert implementation team will lead the City's project team through the Cityworks configuration tasks. The end result of Phase 2 activities will be a fully configured AM solution – deployed to the City's development environment – that is ready to undergo User Acceptance Testing.

Woolpert will initiate the configuration activities by developing a set of configuration documents. These will be reviewed by the City's technical team for the purpose of gaining a level of familiarity with the various aspects of the system components that will need to be configured (service requests, work orders, inspections, job plans, work crews, default schedule dates, and the list goes on).

Woolpert will then facilitate a series of implementation training courses whereby we will introduce, in greater detail, the Cityworks solution to the City's selected implementation team members. These will be the division managers, maintenance supervisors, and crew leaders that will be expected to provide detailed and direct input into how the AM solution gets designed and configured. This training will prepare these team members to proactively participate in the configuration workshops and make informed decisions as to how their system gets deployed.

Following the configuration training, Woolpert's implementation team will facilitate a series of on-site configuration workshops, whereby the Cityworks solution will be iteratively configured and loaded with the data required to support the City's asset /

maintenance workflows and support the defined reporting require-ments. Along with the core system configuration, Woolpert will also facil-itate configuration of any add-on modules such as CCTV and inventory management needed to render the core system fully functional.

Once all of the configuration activities have been completed, Woolpert will facilitate a series of on-site system demonstrations. These demon-strations will "walk" the system through all of the asset / maintenance management workflows in the manner they were configured and provide the City's technical team an opportunity to comment upon and request modifications to the configuration. After Woolpert updates the configu-ration (and related documentation) per the demonstration feedback, the system will be ready for User Acceptance Testing (UAT) – Phase 3.

Each of the following **Core System Design and Configuration** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

> Task 2.1: Geodatabase Design / Review
> Task 2.2: Prepare Configuration Documentation
> Task 2.3: Provide Cityworks AMS Configuration Training
> Task 2.4: Facilitate Core Cityworks AMS Software Configura-tion
> Task 2.5: Facilitate Inventory and Materials Management Configuration
> Task 2.6: Facilitate Cityworks AMS – CCTV Software Integration (un-priced option: the RFP asks for the software capabili-ties, but is not clear on if these services are to be part of the scope of work)
> Task 2.7: Review and Approval of Updated System Configuration
> Task 2.8: Provide Asset Management Software Demonstrations
> Task 2.9: Phase 2 Quality Control
> Task 2.10: Phase 2 Acceptance and Close

Key Core System Design and Configuration (Phase 2) Deliverables

- Core AM System Configuration Documentation
- AM System Configuration Training
- Core AM System Configuration in the Development Environment
- Inventory and Materials Management Configuration in the Development Environment
- CCTV Integration Configuration in the Development Environment (not asked for in the City's RFP – Un-Priced Option)
- Core AM System Full-Scale Demonstrations

Phase 3: Core System Deployment

Once the Core AM system has been configured, along with any critical related applications (inventory management, CCTV), there are still a number of critical tasks that must be completed before the solution is placed into a production environment. Woolpert's im-plementation team will lead the City's technical team through a series of related deployment tasks that will ensure a fully tested and accepted solution as well as a City team of fully trained system administrators and end users ready to put the system to use on a daily basis.

Key Core System Deployment (Phase 3) Deliverables

- User Acceptance and Testing (UAT) Plan
- Tester Training
- UAT Support
- End-User Training
- Go-Live Support

Woolpert will assist the City system administrators in developing a thor-ough Testing and Acceptance Plan, designed to step the configured solu-tion through all of the technical and functional requirements that the system was configured to support. Following acceptance of the test plan, Woolpert will facilitate a series of Tester Training classes for the City's se-lected testing team. Immediately upon completion of this training, the City's testing team will execute the User Acceptance Testing program in accordance with the plan. While it is the City's responsibility to assemble a testing team and manage the testing procedures in-house, Woolpert staff will be made available to provide remote assistance.

Once the system testing has been completed, and all of the resultant configuration updates have been made, Woolpert will then deliver the required end-user training. This training will be scheduled and delivered "just in time", immediately prior to the Go-Live activities to ensure system administrators and end users are prepared to adopt and embrace the new technology solutions right out of the gate. Depending upon the number of different divisions and the number of system users, the training classes may be staggered to support a staggered Go-Live schedule – our objective here is to not overwhelm the City team with too much change too quickly.

The final deployment task is for Woolpert to assist the City system administrators) in migrating the solution from the Development / Testing environment to a live Production environment and provide on-site Go-Live support for the first several days (to a week) that the new system is being placed into productive use.

Each of the following **Core System Deployment** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

Task 3.1: Develop Test Plan
Task 3.2: Provide Tester Training
Task 3.3: Facilitate User Acceptance Testing in Development Environment
Task 3.4: Provide End-User Training and Go-Live Support
  Sub-Task 3.4.1: Provide Training
  Sub-Task 3.4.2: Provide Go-Live Support
Task 3.5: Phase 3 Quality Control
Task 3.6: Phase 3 Acceptance and Close

Phase 4: Advanced Cityworks AMS Functionality Development and Configuration

While Phases 1 – 3 are focused on deploying the Core AM System functionality that supports work / asset maintenance management activities, Phase 4 tasks are undertaken to deliver the advanced AM system functionality required to deliver robust Enterprise Asset Management capabilities. Completion of Phase 4 tasks will result in the development and enterprise level application and workflow integrations between various corporate business applications and the Core Cityworks application. Phase 4 tasks will also include the conversion / migration of critical legacy asset data sets needed to establish life-cycle asset performance, as well as the development of custom reports and dashboards.

> *Key Advanced AMS Functionality Development and Configuration (Phase 4) Deliverables*
> - Custom Application Integrations
> - Legacy Data Conversion (if requested)
> - Custom Reports and Dashboards
> - Advanced Mobile AM Application Deployment
> - Configuration and Deployment of Assetic Predictor decision support solution

Development of the application interfaces will be executed in a manner very similar to the Core AM System deployment – moving through planning, design / development, and deployment tasks. Application development strategies (waterfall or agile) will be defined as appropriate for each of the individual integrations and will be determined as part of the integration planning activities. Woolpert will assume direct responsibility for the development of the Cityworks AMS side of the integrations, while the City's IT staff (or appropriate software vendors) will be responsible for developing the other side of the integrations.

Data conversion / migration tasks will also require a "team approach" with Woolpert's implementation team leading the discovery of legacy data, developing the data migration mapping from the legacy system(s) to the new AM database, and developing the database scripts required to move the data sets and test for conformance to data validation rules. It will be the City's responsibility to provide Woolpert with clean data sets, scrubbed and ready for migration.

Custom reports and dashboard requirements will be defined and refined through the process of implementing the Core solution (Phases 1 – 3). Woolpert will build out the specifications based on information previously gathered and configure Cityworks as required, as well as writing any additional identified custom reports in one or more report writing solutions (Crystal Reports, SQL Server Reporting Services, etc.).

Woolpert will deploy the Assetic Predictor software application to support the City's asset management decision support requirements. We will leverage existing asset condition and criticality information provided by the City, along with current OPEX and CAPEX budget information as inputs into the solution configuration. We will facilitate a number of hands-on workshops with City asset managers for the purpose of developing and documenting the various "treatment strategies" and related criteria needed to configure and calibrate the system. Once the system has been configured and tested, we will develop a variety of report documents, dashboards, and maps capable of supporting the City's on-going strategic asset management decision-making activities. This will represent the City's first generation Assetic solution. As the Cityworks implementation and system usage progresses, and more data becomes available, there will be opportunities to extend this initial system configuration for more accurate and detailed risk analysis and planning activities.

If required, Woolpert will work with the City's technical and IT team to deploy any advanced mobile AM capabilities that are required outside of that which is offered by the Core Cityworks application.

When all of the above tasks are completed and the advanced functionality has been tested and deployed to the Production environment, the City's asset management team will have all of the data sets, application tools, and business process workflows needed to support advanced asset management and begin to move the organization to a position of proactive asset sustainability.

Each of the following **Advanced Cityworks AMS Functionality Development and Configuration** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

> Task 4.1:   Develop Application Interfaces
>   Sub-Task 4.1.1:   Define and Develop Global Integration Standards
>   Sub-Task 4.1.2:   Facilitate Application Integration Discovery Workshops
>   Sub-Task 4.1.3:   Develop Application Integration Software Specifications
>   Sub-Task 4.1.4:   Develop and Deploy Application Integrations
>   Sub-Task 4.1.5:   Provide Application Integration Software Demonstrations
>   Sub-Task 4.1.6:   Update Application Integrations
>   Sub-Task 4.1.7:   Deploy Application Integrations to Production Environment
> Task 4.2:   Perform Data Conversion of Legacy Data (un-priced option)
> Task 4.3:   Develop Custom Reports and Dashboards
> Task 4.4:   Configure and Deploy Mobile Cityworks AMS Solutions
> Task 4.5:   Configure and Deploy Assetic Predictor for Decision Support
> Task 4.5:   Phase 4 Quality Control
> Task 4.6:   Phase 4 Acceptance and Close

Phase 5: Extended Support (Un-Priced Option)

As the Cityworks AMS is leveraged to support daily maintenance management and asset sustainability objectives, the system end-users will undoubtedly identify additional system modifications and enhancements they would like to see implemented into the configuration. Users will identify workflow enhancements, additional user-defined custom fields to capture additional data, modifications to in-boxes and dashboards, new and modified custom reports, and even perhaps additional system integrations. Some of these elements may have been already identified as "nice to have" during the core system implementation, but were not made part of the scope at that time – we refer to this as "being placed in the parking lot for future consideration."

In addition to these new elements of the system, there may also be the need to have Woolpert provide additional ad-hoc administrator support, end-user coaching / training, software version updates, and so forth. Woolpert will provide this level of Extended Support in accordance with the following scope items.

Each of the following **Extended Support** Tasks and their related Sub-Tasks are detailed in the unabridged Scope of Services document included in the Appendix of our response.

> Task 5.1:   Extended Review and Modifications (Un-Priced Option)
>   Sub-Task 5.1.1:   45-Day Review and Modifications (Un-Priced Option)
>   Sub-Task 5.1.2:   90-Day Review and Modifications (Un-Priced Option)
>   Sub-Task 5.1.3:   180-Day Review and Modifications (Un-Priced Option)
> Task 5.2:   Ad-Hoc Support (Un-Priced Option)
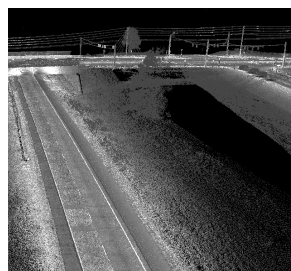
Section 5

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References

Our team has extensive, in depth experience on a variety of projects that are similar in size and requirements to the City of Fort Lauderdale. Below we have provided details of just a few past projects of similar size and scope. The references listed below can attest to the quality of Woolpert's performance on their projects. They can also document the fact that **Woolpert has an excellent reputation for compliance with performance schedules, scopes, and budgets.**

In addition to the references, **we have included a press release about one of our current projects—a large enterprise asset management project for Pinellas County, Florida**. And finally, we have provided a matrix listing even additional, successful Cityworks implementations our team has delivered over the past number of years. We encourage the City's selection team to contact any and all of our past and current clients to ascertain how an Enterprise Asset Management partnership with our team will benefit you and your stakeholders.

Name of Client: Collier County, Florida

Contact Name/Title: Aaron Cromer, PE, MBA, Currently Director of Strategic Partnerships for Gray Matter Systems, Inc.

Contact Information: 239.351.0882, acromer@graymattersystems.com

Year of Project Completion: 2016

Estimated and Actual Costs: $1,840,733 / $958,244

Description of Work: Woolpert was selected to implement the County's asset management system starting with the County's public utilities department. In accordance with the County's goal for an Enterprise Asset Management System deployment, Woolpert provided development services and assistance for Ad-hoc support, which included GIS Database Support, Materials Management/Inventory Optimization (Storeroom), Enterprise Content Management System Integration Evaluation, and Custom Development of Cityworks AMS Functionality.

Name of Client: City of Augusta, Georgia

Contact Name/Title: Jerry Philpot, Manager, IT and Technical Support

Contact Information: 706.312.4130
GPhilpot@augustaga.gov

Year of Project Completion: 2016

Estimated and Actual Costs: $627,355 / $523,950.36

Description of Work: Woolpert implemented the Cityworks Asset Management System (AMS) for the City of Augusta Utilities Department to replace various disconnected solutions within the Collections, Distribution, Lift Stations and Water Treatment Facility divisions and at Fort Gordon. The project was a resounding success and every division is reaping tremendous benefits, particularly when it comes to streamlined workflows. Within the core AMS, Woolpert configured several specific business processes. The final project was implemented 23% under-budget, which was allocated to perform additional services.

Name of Client: Pasco County, Florida

Contact Name/Title: Mike Garrett, Public Works Director

Contact Information: 727.847.8143 mgarrett@pascocountyfl.net

Year of Project Completion: 2017

Estimated and Actual Costs: $573,885 / $303,814

Description of Work: Woolpert was engaged by the Pasco County, Florida Department of Public Works to implement Cityworks AMS for the following divisions: Stormwater, Roads and Bridges. The project goals included implementing Cityworks AMS to support maintenance management activities. To meet this goal, Woolpert provided an initial training demonstration of the product's capabilities; assessed key, relevant business processes in order to create configuration guide that circumscribed the details of the system configuration; configured and installed Cityworks based on the configuration guide; trained the County users and support testing of Cityworks; and provided Go-Live support.

Name of Client: City of St. Cloud, Florida

Contact Name/Title: Veronica Miller, Business Administration Manager

Contact Information: 407.957.7248, vmiller@st.cloud.org

Year of Project Completion: 2016

Estimated and Actual Costs: $333,499.82 / $398,401.09

Description of Work: Woolpert prepared a full enterprise assessment that consisted of existing conditions, recommendations, an implementation plan and schedule, so the City had a phased implementation road map to execute their project. St. Cloud has been a long-time Cityworks user, but they were not pleased with the results of their implementation by another implementer. They called on Woolpert to assess the gaps and modify the configuration to support a more focused, metrics-based implementation.

Name of Client: Henrico County, Virginia

Contact Name/Title: Kim Lenhart, Director of IT

Contact Information: 804.501.5769, Len02@co.henrico.va.us

Year of Project Completion: 2015

Estimated and Actual Costs: $1,408,200 / $1,741,752

Description of Work: Henrico County chose Woolpert to implement a computerized maintenance management system to track maintenance activities for their water, sewer, solid waste, meter service and customer service divisions, and to further integrate this system with some of their existing key decision support systems. Woolpert assisted the county in configuring, testing and deploying this system; trained users and administrators; and integrated this system with their existing Customer Information System, Harris Infinity.

Name of Client: Miami-Dade Water and Sewer Department (MDWASD)

Contact Name/Title: Loira Urena, Senior Systems Analyst

Contact Information: 786.552.8327, luren@miamidade.gov

Year of Project Completion: 2013

Estimated and Actual Costs: $8.1 million / $8.1 million

Description of Work: Woolpert was selected in 2007 to implement an Enterprise Asset management system for Miami-Dade County's water and sewer department, the fifth largest public water and wastewater utility in the United States. The County had previously selected DataStream (now Infor EAM) as the County's asset management platform for all departments. Woolpert provided implementation services for the asset management program and Infor EAM system. The system manages maintenance activities associated with water treatment and distribution and wastewater collection, treatment, and disposal. This large asset management project utilizes a multi-phased approach, including planning, data conversion, system configuration, testing, application development, systems integration, and training.

Press Release: Pinellas County Signs Woolpert to $6.5M Software Implementation Deal

PINELLAS COUNTY, Fla. (Sept. 13, 2016) — Woolpert has been hired by Pinellas County to implement Cityworks software and develop a comprehensive enterprise asset management (EAM) program.

The $6.5 million, multiyear contract includes the development of an asset management program, software installation and configuration, enterprise system integrations and deployment to all divisions that manage county infrastructure assets.

"We'll be building an asset management framework and developing content to help the county make the best long-term decisions when it comes to repairing or replacing its $4 billion in assets," said Program Director Steve Schwabe, one of Woolpert's 12 IAM-certified professionals. "Not every asset needs to be treated equally, and this program will allow the county to prioritize assets in terms of importance to their operations. Then they can optimize their preventive maintenance programs and reactive maintenance procedures such that critical assets receive the attention they require, and time and money are not overextended to an asset with a smaller value or risk of failure."

Jim Fletcher, Pinellas County's EAM program sponsor, said the economy and the aging infrastructure of the county factored into the decision to adopt this program.

"We needed to take a hard look at the way we're doing business and specifically our asset and infrastructure management plan, which was not sustainable," Fletcher said.

He added that the county has taken proactive steps to address the need.

"This is a global approach, and our business case clearly supported EAM implementation," he said. "The rest of the world believes that the ISO 55000 Asset Management Standards are the bible for effective and responsible asset management."

Schwabe said Pinellas County is extremely well-run and responsible, and lauded the municipality for professionally managing its multibillion-dollar portfolio.

"They're a very sophisticated and forward-thinking group, and they've spent nearly three years figuring out what this project should be," Schwabe said. "It's been refreshing to work with an organization that understands the difference between an asset management software and an asset management program. Pinellas is going about things the right way by developing a program within which their asset management tools will be applied."

Dragonfly Consultants is part of the Woolpert team, helping Pinellas County employees prepare and adapt to change as a result of a large-scale system implementation.

"In order to get the full benefits of this system, the county understands the culture will need to shift. They are committed to understanding the impact and implications this will have on how people lead, manage and work every day," said Adrienne Seal, managing partner and coach at Dragonfly Consultants. "We're helping Pinellas understand how being proactive about change and using an inclusive change approach will make these implementations more successful and sustainable."

Steven Alston is the county's EAM change management lead.

"Some change you're prepared for, and some change you have to deal with as it occurs," Alston said. "At end of the day, it's all about supporting these individuals and getting them and the county where we need to be by ensuring alignment of our people, work process and technology."

The implementation is scheduled to get underway in October.

For more information on this or other releases, contact Jill Kelley at 937.531.1258 or jill.kelley@woolpert.com.

Additional Cityworks Clients

The following matrix identifies additional Woolpert Cityworks clients and the services we provided:

Client	Project Management	Business Process Review & Engineering	Gap/Fit Analysis	Product Configuration and Design	Product Configuration Implementation	Infrastructure Design	Integration/Interface Development	Data Conversion	Testing	Quality Assurance/Control	Training	Post Implementation Support
City of Kissimmee, Florida	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓
City of Palm Bay, Florida	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
City of St. Cloud, Florida	✓	✓	✓	✓	✓				✓	✓	✓	
City of West Melbourne, Florida	✓	✓	✓	✓	✓			✓	✓	✓	✓	✓
Collier County, Florida	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Pasco County, Florida	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	
St. Johns County, Florida	✓	✓	✓	✓	✓				✓	✓	✓	✓
City of Glendale, California	✓	✓	✓	✓	✓				✓	✓	✓	
City of Shoreline, Washington	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓

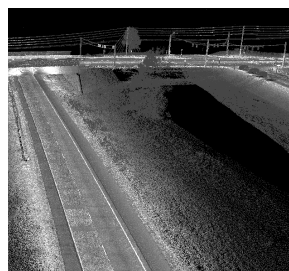| Client	Project Management	Business Process Review & Engineering	Gap/Fit Analysis	Product Configuration and Design	Product Configuration Implementation	Infrastructure Design	Integration/Interface Development	Data Conversion	Testing	Quality Assurance/Control	Training	Post Implementation Support
City of San Luis Obispo, California	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Central Arkansas Water, Arkansas	✓	✓	✓	✓	✓				✓	✓	✓	
Cincinnati Metropolitan Sewer District, Ohio	✓	✓	✓	✓	✓				✓	✓	✓	
City of Augusta Utilities Department, Georgia	✓	✓		✓	✓				✓	✓	✓	✓
City of Battle Creek, Michigan	✓			✓					✓	✓	✓	✓
City of Charleston CPW, South Carolina	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Cleveland Division of Water Pollution Control, Ohio	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓
City of Delaware, Ohio	✓	✓		✓	✓				✓	✓	✓	
City of Dothan, Alabama	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Dublin, Ohio	✓	✓	✓	✓	✓		✓		✓	✓	✓	✓
City of Durham, North Carolina	✓			✓	✓				✓	✓	✓	✓
City of Goldsboro, North Carolina	✓	✓	✓	✓	✓				✓	✓	✓	✓
City of Grand Rapids, Michigan	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
City of Greenville, South Carolina	✓	✓	✓	✓	✓				✓	✓	✓	
City of Jackson, Mississippi	✓	✓	✓	✓	✓				✓	✓	✓	
City of Logan, Utah	✓	✓	✓	✓	✓				✓	✓	✓	
City of Naperville Utility Dept., Illinois	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	
City of Newport News, Virginia	✓	✓	✓	✓	✓		✓					
City of Noblesville, Indiana	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓
City of North Myrtle Beach, South Carolina	✓	✓	✓	✓	✓				✓	✓	✓	
City of Raleigh, North Carolina	✓	✓	✓	✓	✓				✓	✓	✓	
City of Reading, Pennsylvania	✓			✓	✓	✓	✓		✓	✓	✓	✓
City of Spartanburg Water Dept., South Carolina	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Suffolk, Virginia	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
City of Toledo Public Utilities, Ohio	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
City of Topeka, Kansas	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓
City of Troy, Michigan	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	
Columbia County, Georgia	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
Cook County Highway Dept., Illinois	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
Forest Preserve District of DuPage County, Illinois	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
Global Water Resources, Arizona	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓

Representative List of Clients and Services

Client	Project Management	Business Process Review & Engineering	Gap/Fit Analysis	Product Configuration and Design	Product Configuration Implementation	Infrastructure Design	Integration/Interface Development	Data Conversion	Testing	Quality Assurance/Control	Training	Post Implementation Support
Greene County Sanitary Engineering Dept., Ohio	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓
Helena UMD, Montana	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
Henrico County, Virginia	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Horry County, South Carolina	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
King County, Washington	✓	✓				✓	✓		✓	✓		✓
Knox County, Tennessee	✓	✓	✓	✓	✓	✓			✓	✓	✓	
Lake County Utilities Dept., Ohio	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓
New Braunfels Utilities, Texas	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	
Oakland County Facilities Management Office, MI	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Oakland County Water Resources Commission, MI	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Southgate Water and Sanitation District, Colorado	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
Town of Colonie, New York	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
Willows Water District, Colorado	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓

Section 6

Section 6

Minority/Women (M/WBE) Participation

Woolpert is not a certified minority business enterprise. However, our firm has established working relationships with a variety of sub-consulting firms that we have worked with on multiple contracts throughout the U.S. Currently, we have established working relationships with a variety of professional small, small-disadvantaged, women-owned and minority-owned firms throughout the U.S. and abroad.

Woolpert not only sees value in sharing contract opportunities because it's contractually advantageous, but we truly believe in transferring technology benefits, when applicable, to enable U.S. small business and minority firms to successfully compete with foreign firms and help improve our domestic economy. This process has enabled disadvantaged firms to become more technically proficient and competitive in the marketplace. Further, it's also Woolpert's goal to support the communities in which we work by engaging the services of local sub-consultants whenever practical.

Currently, Woolpert's "fair subcontracting efforts" include the following. We will make every effort to continue these practices:

- Attending many small and minority business conferences throughout the year and interview businesses to provide services as subcontractors.
- Providing a portal on our website where small businesses may register and become part of our data base to select from on subcontracts within projects.
- Attending pre-solicitation and pre-bid meetings for outreach to sub-consultants.
- Providing timely notice to interested firms about a business venture and allowing sufficient time for them to participate effectively by providing these small business enterprises with adequate information about the plans, specifications, and requirements of the business venture.
- Following up on initial solicitations of interest by contacting small business enterprises to determine with certainty if they're interested in the business venture.
- Assisting potential small business enterprises meet bonding, insurance, or other governmental contracting requirements of the business venture.
- Negotiating in good faith with interested business enterprises—not disqualifying them without sound reasons based on a thorough investigation of their capabilities.
- Effectively using the services of available minority organizations and groups; local, state, and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of small business enterprises.
- Participating in the U.S. Small Business Administration's (SBA) Mentor-Protégé program. The SBA 8(a) Mentor-Protégé program encourages private-sector relationships and expands SBA's efforts to identify and respond to the developmental needs of 8(a) clients. As a mentor, Woolpert is able to provide sub-consultants who participate with technical and management support, financial assistance, subcontracting support and assistance in performing prime contracts through joint ventures.

Section 7

Section 7

Sub-consultants

Azteca Systems, Inc.

Woolpert is proposing the Cityworks AMS software to the City of Fort Lauderdale. Cityworks is a powerful, flexible, and affordable enterprise asset management, permitting, and licensing solution. Designed to take advantage of your Geographic Information System (GIS), Cityworks is built exclusively on top of Esri's leading GIS technology. With Cityworks, you can inventory assets; issue and track service requests and work orders; manage customer needs; and create and track permits, licenses, planning applications, engineering approvals, and code enforcement cases from beginning to completion. Cityworks AMS (Asset Management Solution) can be used alongside Cityworks PLL (Permits, Licensing, and Land), or they can be used independently. Each organization can utilize a common spatial data platform to manage assets (infrastructure) in the field and in the warehouse, and generate applicable information to support day-to-day business needs and regulatory compliance. With proven technology from Azteca Systems, Cityworks is scalable, easy-to-use, and based on open technology.

Cityworks is a complete, automated system used to identify, track, and record assets and the work performed to care for them. As a GIS-centric asset maintenance management system, Cityworks utilizes a geodatabase as the asset inventory; and being data model-independent, customers can utilize any data model for any asset type. Cityworks connects directly to the geodatabase with a comprehensive set of maintenance management tools.

Work management tools include the following functionality:

- GIS-based asset inventory data management
- Map-based service requests
- Address and asset-based work orders
- Inspections and tests
- Condition analysis tools
- Maintenance analysis tools
- Apps for disconnected mobile usage
- Administration tools

Asset management can only be performed with an accurate asset inventory. Today, most asset management systems have incorporated the practices of asset and maintenance management into a single application. Cityworks is unique in that it also brings the location component of these features into the system environment. **Using embedded ArcGIS technology, Cityworks brings together powerful technologies in an easy-to-use system** performing both asset and maintenance management.

The inventory of capital assets and infrastructure is maintained in the GIS geodatabase. By using the GIS tools available in Esri's ArcGIS, users have complete and comprehensive asset data creation, editing, management, and analysis tools at their disposal. Some of these functions include:

- User-definable assets (features)
- User-definable attribute fields (feature attributes)
- Asset inventory directly linked to work management functions
- Assets managed within a visual hierarchy
- Assets directly linked to electronic documents
- Assets used in capital budgeting, planning, and rehabilitation

Partner Quote

"The Cityworks – Woolpert business partner relationship spans nearly twenty years, during which time Woolpert has established themselves as our most accomplished business partner.

Woolpert's Cityworks implementation professionals consistently perform at a high level in the implementation and support of our products."

- Mr. Brian L. Haslam, President, Azteca Systems

Assetic

Founded in 2006, Assetic delivers infrastructure asset management through our industry-specific software and services. Assetic has a strong track record of enabling organizations to make better long-term decisions, as a result of unique algorithms and degradation profiles that assist in forecasting future capital expenditure.

Assetic Predictor is a prediction modeling and decision support tool for long-term planning of infrastructure assets. It enables organizations to optimize service level outcomes and capital and maintenance expenditure. Industry-specific algorithms accurately predict the future behavior of assets given available funding levels and enable scenario comparison to aid decision making.

City and utility leaders across the globe face a universal challenge with far-reaching consequences: how to achieve more sustainable infrastructure. The formula is simple: "right asset, right time, right investment," but getting there is complicated by:

- Multiple assets within their portfolio, degrading at various rates (including underground assets which are out of sight and more difficult to track)
- An overall lack of funding, coupled with competition for spend
- Organizational data and decision-making in silos
- Pressures from stakeholders and taxpayers to justify costs and support their decision-making process with objective data

Developed by industry experts, Assetic applies predictive analytics and clear impact visualization to your existing asset data in order to uncover more cost-effective, sustainable infrastructure investment options. The results are creative solutions to common budget hurdles, outputs that increase stakeholders' confidence, extended useful life of assets across your full portfolio, and safer, more productive communities.

Assetic empowers leaders to find better ways of building and sustaining the structures and services that connect us all. The most advanced strategic asset management platform, Assetic reveals opportunities to improve performance and save millions via decision analytics, with scenarios visualized and quantified in seconds. ISO 55000-aligned and easy to implement, use, and integrate, Assetic software helps organizations overcome budget challenges with creative solutions to increase service levels on the ground.

A dream team has fueled Assetic's mission from inception. Founders Ashay Prabhu, an asset management expert, and Joel Brakey, a software expert came together in 2006 to launch what is now a global technology business. Notable investors and technology leaders have joined Assetic along the way including the Carnegie Innovation Fund and strategic partners Esri and Cityworks.

- ✓ **Assetic arms organizations with the tools to create better investment strategies around their infrastructure assets.**

- ✓ **Assetic arms organizations with the most advanced tools to realize their long-term asset management plans in compliance with ISO 55000 - the definitive international standard.**

- ✓ **Assetic helps you find your infrastructure investment sweet spot: the right asset, right time, and right investment.**

- ✓ **Assetic believes that in locating their Infrastructure Investment Sweet Spot, asset owners will have the power to transform their communities by making their long-term organizational visions actionable and achievable.**
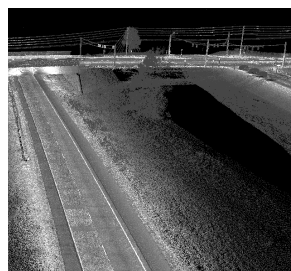
Section 8

Section

8

Required Forms

In this section Woolpert has provided required forms a through f:

a. Proposal Certification
b. Cost Proposal
c. Non-Collusion Statement
d. Contract Payment Method
e. Sample Insurance Certificate
f. Business License (as well as survey licenses for Woolpert and John Cestnick, PSM, IAM)

a. Proposal Certification

The Proposal Certification form is provided on the following pages

Supplier Response Form

BID/PROPOSAL CERTIFICATION

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) | Woolpert, Inc.

Address: | 6100 Blue Lagoon Drive, Suite 440

City: | Miami   State: | FL   Zip: | 33126

Telephone No. | 305.351.2936   FAX No. | 305.418.9377   Email: | John.Cestnick@Woolpe

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: |

Total Bid Discount **(section 1.05 of General Conditions)**: | 0

Does your firm qualify for MBE or WBE status **(section 1.09 of General Conditions)**:   MBE ☐ WBE ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
1	5/16/17				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

Woolpert has reviewed the terms of the RFP
and contract terms and generally finds the
terms to be acceptable although Woolpert
would like to have the opportunity to
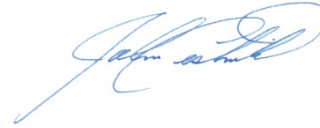request the following clarifications or

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars

($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

| John Cestnick, PSM, IA | John Cestnick, PSM, IA |
| Name (printed) | Signature |

| 6/1/2017 | Senior Associate |
| Date: | Title |

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **John_C**

Password [   ] *

Save   Take Exception   Close

* Required fields

b.   Cost Proposal

The cost proposal forms (Fee Proposal Summary & Form 2: Fee Proposal) are on the following pages. Azteca's software quote is provided after the cost forms.

SECTION VI – FEE PROPOSAL SUMMARY PAGE (See Form 2 for Fee Proposal Details)

Proposer Name: __Woolpert, Inc.__

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Proposer must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Notes: Attach a breakdown of costs including but not limited to labor, equipment, materials and parts. Include all cost under Item 1 below, add the letter in front of the dollar sign for the solution your are proposing. i.e. b. $_____ .

1. a. Software (On-Premises City Hosted) $__ $135,000 (annual cost)__

    b. Software as a Service $__ Not offered__

    c. Combination of Hosted and Service $__ Not offered__

2. Hardware $__ $0__

3. Implementation Cost $__ $526,321__

4. Training Cost $__ $96,834__

5. Additional Equipment/Material (List in Detail) $__ $0__

6. List and Explain Any Other Cost not Included $__ $0__

Total Project Cost $__ $758,155__

Submitted by:
__John Cestnick, PSM, IAM__   _____
Name (Printed)   Signature

__6/1/2017__   __Senior Associate / Project Manager__
Date   Title

FORM 2: FEE PROPOSAL

INSTRUCTIONS

There are several pricing forms to be completed:

1. On-Premises City Hosted * (See 8 Below)
2. Hosted or Software-as-a-Service
3. Or a combination of the 1 and 2 above

If you only provide one option, please complete the applicable form. If you provide both options please complete both forms. Also note if there are any other options that you provide and complete an applicable form for those options.

On-Premises City Hosted License Pricing	
1	Briefly describe your estimating approach and the basis for your proposed pricing.	Our estimating approach entails fully scoping out the required services, based on all known conditions and stated assumptions. We thoroughly and completely scope out and price the project down to the sub-tasks.
2	Briefly describe your fee structure for professional services.	We employ hourly billing rates by staff classification. A table of our rate structure is provided in our submittal.
3	Discuss how you will discount the software, maintenance/support and services rate for us.	Cityworks and Assetic software license and maintenance costs are competitive and are as quoted in our pricing sheet.
4	Prices and rates must be locked in for three years.	Understood and agreed.
5	Provide a summary of costs excluded from this proposal	There are no costs excluded from this proposal. We have included, for the City's consideration some un-scoped / un-priced options for consideration. We will provide firm-fixed costs for these elements upon further discussion with and direction from the City.
6	Provide a preliminary payment schedule, keeping in mind that we are not allowed to pay for goods and services in advance. There is a retainer of 10% to be paid upon final acceptance by the City. Final acceptance: After go-live (the first production use of the software); the City will have 60 days to test the software in a production environment and to develop a list of non-conforming elements to be corrected by the supplier. Final acceptance will take place when the City agrees in writing that all of the non-conforming elements have been corrected except for minor or inconsequential errors.	Software license fees are due upon contract execution. Woolpert services fees are billed monthly on a percent complete basis.
7	We own a site license for ESRI ArcGIS products and do not plan to pay for additional licenses as part of this acquisition. Can you honor that, and if not, why not?	Your existing Esri site-license is adequate to support this implementation. There is no need for further GIS software licensing.
8	*List hardware and other any other software or items required for the City to host. Also suggest/recommend a backend server configuration with the amount and whether they are virtual or physical and the storage requirements.	The City will need to obtain and host licenses for the required relational database management software (SQL Server or Oracle); Windows Server and Operating System software; and IIS web software. Recommended server and software specifications are provided in our submittal.

Software License	$	Assumptions
Cityworks AMS Software	**$90,000.00**	All listed functionality is included in the $90,000 Cityworks AMS software license fee.
Asset Record Tracking	Included	
Asset Lifecycle Management	Included	
Parts/Supplies Inventory	Included	
Preventive Maintenance/Scheduling	Included	
Work Management	Included	
Work Order Billing	Included	
Reporting	Included	
ESRI ArcGIS integration	Included	
Other: (Describe) **Assetic Predictor for decision support**	**$45,000.00**	Woolpert is proposing to deploy the Assetic software to augment the Asset Management program functionality defined in the RFP and supporting functional requirements.
List any optional modules required outside of the basic foundational modules not included in the core module price		
Sub-Total: Core Modules	**$135,000.00**	
Optional: (Describe)		
Sub-Total: Software License	**$135,000.00**	

Implementation	$	Assumptions
Implementation	$356,918.00	Cost is inclusive of all direct labor and project management costs.
Data Conversion	$0.00	Costs will be provided upon request from the city and after a scope has been developed.
Training	$60,048.00	Cost is inclusive of all direct labor and project management costs.
Data Collection	$0.00	Costs will be provided upon request from the city and after a scope has been developed.
Integration	$81,368.00	Cost is inclusive of all direct labor and project management costs.
Customization	$0.00	Our proposed software solutions / services does not require any customization of the software – all functionality is provided through standard configuration.
Travel Expenses	$124,821.00	
Other: (Describe)	$0.00	
Sub-Total: Implementation	**$623,155.00**	
Ratio: Implementation Cost to License Cost (E.g. 2:1)	4.6:1	

Annual Maintenance and Support	$	Assumptions
Year 1	$135,000.00	Both the Cityworks AMS and Assetic Predictor software solutions are licensed on an annual basis. Prices are locked in for 3 years. Years 4 – 8 are subject to price increases based on CPI increases, or if the City population base increases beyond 250,000 (for Cityworks AMS).
Year 2	$135,000.00	
Year 3	$135,000.00	
Year 4	$135,000.00	
Year 5	$135,000.00	
Year 6	$135,000.00	
Year 7	$135,000.00	
Year 8	$135,000.00	
Sub-Total: Maintenance & Support	**$1,080,000.00**	
Maintenance & Support Cost Calculation Formula (e.g. 18% of purchase price)	Software is offered at an annual fixed cost. There is no up-front licensing cost. All fees presented are annual licensing / update and support fees.	
Include any Service Level Agreements and Terms	Cityworks AMS and Assetic Predictor License and Maintenance Agreements are included in the Appendix of our submittal	
GRAND TOTAL	**$1,703,155.00**	**License, Implementation, Eight (8) Years, Maintenance**

Woolpert is not offering a Hosted or Software-as-a-Service (SAAS) pricing option. Per the City's RFP instructions, we have not included these pricing tables in our submittal.

Azteca Systems, Inc. – Cityworks AMS Software Quote

Cityworks®

Pricing Quotation

Quote Number	00002073	Created Date	5/11/2017
		Expiration Date	8/18/2017

Contact Info

Company Name	City of Fort Lauderdale, Florida	Prepared By	Dave Bramwell
		Phone	801-617-8313
		Email	dbramwell@cityworks.com

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
CW.ELAAMSSTA.Tier2A	ELA - Server AMS STANDARD Tier 2A	Annual Maintenance	1.00	$90,000.00	$90,000.00

Total Price	$90,000.00
Grand Total	$90,000.00

Support Period Notes and Amounts

Support Notes #1	Year 1:	Support Amount	$90,000
Support Notes #2	Year 2:	Support Amount	$90,000
Support Notes #3	Year 3:	Support Amount	$90,000
Support Notes #4	Year 4-8: Fee will increase if the city grows into a higher pricing tier (>200,000). A CPI increase is possible (see license agreement)		

Notes

Quote Notes: Server AMS Standard Cityworks Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Field
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:
Storeroom
Equipment Checkout
Contracts
Cityworks Analytics for AMS
Cityworks for Excel
eURL (Enterprise URL)
CCTV Interface for PACP
MicroPaver Interface
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee is based on 150,001 - 200,000 population range

Cityworks®

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.
The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Order Process
The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Addendums to the software license agreement, and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

Software Licensing
All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation.

Delivery
FOB Sandy, UT 84070, USA.

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement, Maintenance Addendum, and other documents, as required.

Delivery method is by way of download through Azteca Systems, LLC customer support web portal.

Payment Terms
Net thirty (30) days.

Taxes
Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

_____
Accepted by:

_____
Title

____/_____/_____
Date

Assetic: Predictor

Prepared for Woolpert for the benefit of the City of Fort Lauderdale

3240 Carillon Point
Kirkland, WA 98033, USA
e: *bcampbell@assetic.com*
m: +1 425 658 6603

assetic
strategic asset management

May 14, 2017

Mr. Edward A. Singer, PE
Program Director
Woolpert, Inc.
6802 Paragon Place, Suite 410
Richmond, VA 23230

Introduction

Assetic is pleased to submit this quote for Assetic Predictor and implementation services.

Assetic Predictor Software

Assetic Predictor is a powerful optimization tool that is designed to cater for the long-term planning of infrastructure assets. Including:

· The service level that will result from increases/ decreases in funding

· Optimization of capital and maintenance expenditure across an asset portfolio
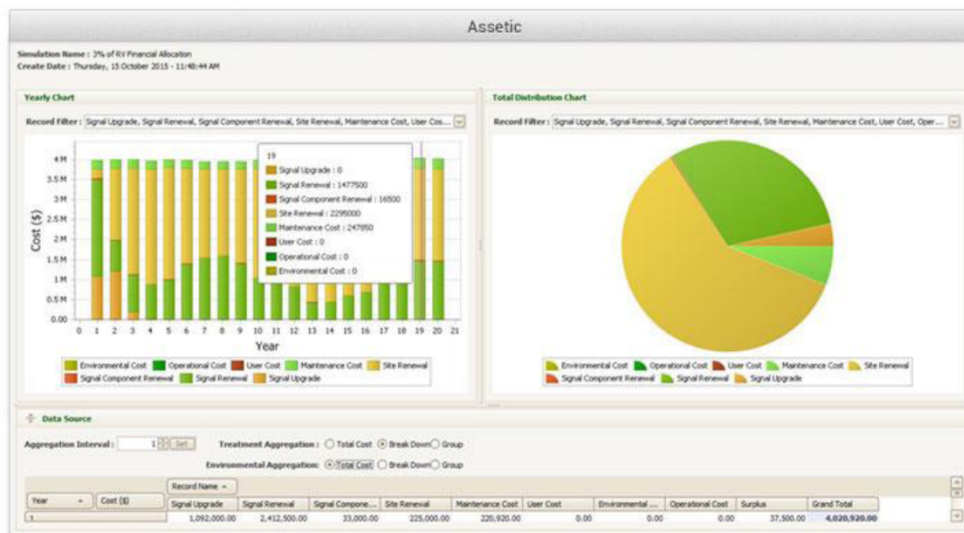
· The potential impact of alternative treatment strategies

· Scenarios can include capital costs, operating and maintenance costs and therefore incorporates true life cycle costing.

· Analyze the lowest cost long term options for managing Asset Classes

assetic
strategic asset management

· Communicating the best value long-term options using municipal metrics like cost per ratepayer, additional rate charge, early investment options, staggered funding, delayed funding and incremental increases.
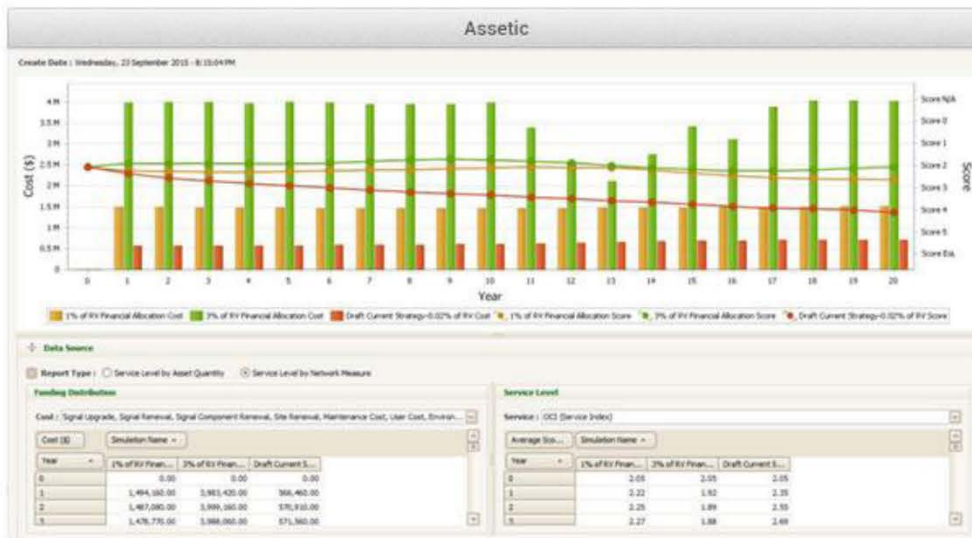
· Optimized capital works program by location for chosen strategy.

Assetic, Inc. | 3240 Carillon Point, Kirkland, WA 98033 | 425.658.6603 | www.assetic.com

assetic
strategic asset management
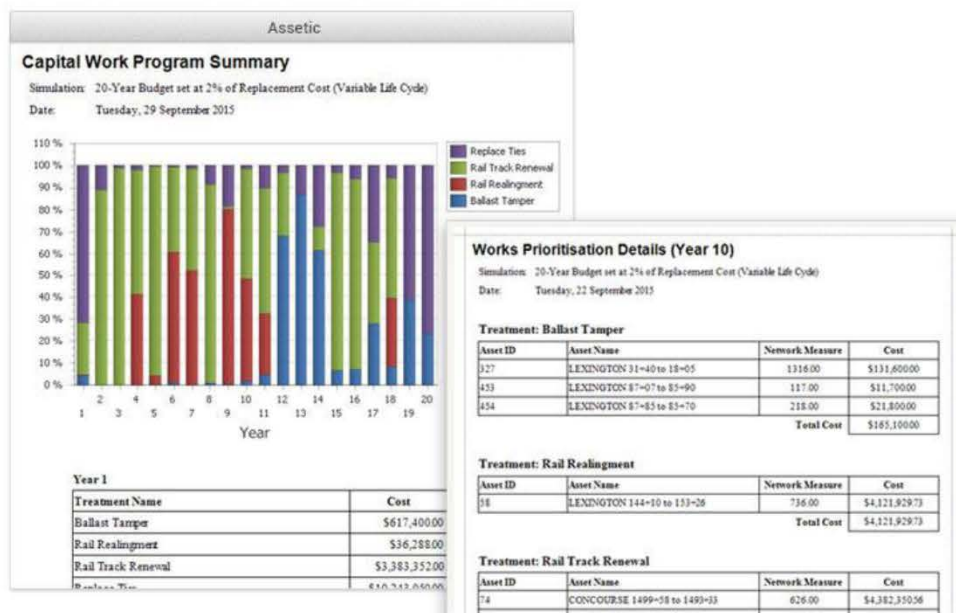
Technical Capabilities

Assetic Predictor has several unique technical features:

- Read and Write to Esri feature service rest endpoints
  - Allows any user to access corporate GIS asset data that is published by GIS staff.
  - Removes workload on GIS department to continually provide asset data to end users of Predictor
  - Allows end users to rapidly deploy asset lifecycle data into the Esri environment without technical GIS support
    - Populate City map templates
    - Populate Story Maps
    - Available for MS Office programs
    - Etc.
- Full GIS integration with Cityworks with no customization or data import / export
  - Assetic Predictor outputs can be directly consumed by Cityworks via Map Services configuration in Designer
  - Uses native Esri json REST endpoints
  - No custom or 3rd party technical support required
- Extension of Existing Cityworks Implementation
  - No changes to existing Cityworks business processes, data schema, reporting.

The above technical features extend your investment in both Cityworks and Esri GIS systems into a strategic asset management program. This extension will not require the roll back existing software systems or the purchase duplicate functionality.

- ❖ Assetic is a Cityworks business partner and Esri business partner.

Proposed Cost

Predictor Software Subscription

- **$45,000** annual subscription
- Water, Wastewater and Stormwater – all asset types
- Unlimited User Licences

**This Quote is valid until June 30th, 2017

Yours sincerely,

Brad Campbell
General Manager
North America
bcampbell@assetic.com
425.658.6603

assetic
strategic asset management

c.   Non-Collusion Statement

Woolpert's Non-Collusion Statement is provided on the following pages.

Supplier Response Form

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.

2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **John_C**

Password [   ] *

Save   [Take Exception]   [Close]

* Required fields

d. Contract Payment Method

The Contract Payment Method form is provided on the following pages.

Supplier Response Form

CONTRACT PAYMENT METHOD BY P-CARD

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☑ Master Card

☐ Visa Card

Company Name: | Woolpert, Inc.

| John Cestnick, PSM, IAM | John Cestnick, PSM, IAM |
| Name (Printed) | Signature |

| 6/1/20107 | Senior Associate |
| Date: | Title |

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.
Username **John_C**
Password [   ] *

Save   Take Exception   Close

https://www.bidsync.com/DPXViewer/Contractor_Payment_by_P-Card_Form.htm?ac=su...   5/24/2017

* Required fields

e.   Sample Insurance Certificate

Insurance certificates for Woolpert, Azteca (Cityworks) and Assetic are provided on the following pages. Woolpert's insurance company holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance and are members of the Florida Guarantee Fund.

Woolpert's Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Nicola Hall	
Marsh & McLennan Agency LLC 409 E Monument Ave, Ste 400 Dayton OH 45402	PHONE (A/C, No, Ext): 937.228.4135		FAX (A/C, No):
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Woolpert, Inc. 4454 Idea Center Blvd. Dayton OH 45430	INSURER A : Travelers Property Casualty Co. of	25674
	INSURER B : Phoenix Insurance Company	25623
	INSURER C : Liberty Mutual Ins. Co.	23043
	INSURER D : The Charter Oak Fire Ins Co.	25615
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 1355987513   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** X — CLAIMS-MADE X OCCUR			P6309D576779	12/31/2016	12/31/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			P8109D21995A	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE			CUP9D21995A	12/31/2016	12/31/2017	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PNUB9D100335	12/31/2016	12/31/2017	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			ECO1555844048	12/31/2016	12/31/2017	Occurrence Limit Aggregate Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *[signature]*

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A : Continental Casualty Company (CNA) A, XV		20443
Woolpert Inc. 4454 Idea Center Boulevard Dayton, OH 45430-1500	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH288355072	07/08/2016	07/08/2017	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
EXAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Dan Kruse*

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Azteca's Insurance Certificate

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Donna Kane		
The Buckner Company 6550 South Millrock Dr. Suite #300 Salt Lake City UT 84121-	PHONE (A/C, No, Ext): 801-937-6740		FAX (A/C, No): 801-365-0808	
	E-MAIL ADDRESS: dkane@buckner.com			
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Travelers Casualty and Surety Co of			31194
INSURED AZTESYS-01	INSURER B :			
Azteca Systems, LLC Azteca Systems Midco, LLC 11075 South State #24 Sandy UT 84070	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES   CERTIFICATE NUMBER: 2000674943   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ZPP11R02486	9/3/2016	9/3/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BA0055P346	9/3/2016	9/3/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	ZUP11R02505	9/3/2016	9/3/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	UB0C366592	9/3/2016	9/3/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Employment Practices Liability D&O Crime			105780021	9/3/2016	9/3/2017	$5,000 retention $10,000 retention $1,000	$1,000,000 $3,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Azteca Systems, LLC 11075 South State St #24 Sandy UT 84070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Randy C Emery

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. **Transfer Of Rights Of Recovery Against Others To Us**

    We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

CA T3 40 08 08   © 2008 The Travelers Companies, Inc.   Page 1 of 1

002399

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph **11.**, **OUR RIGHT TO RECOVER FROM OTHERS.**, of SECTION **IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

UM 04 88 07 08   © 2008 The Travelers Companies, Inc.   Page 1 of 1

TRAVELERS J

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 42 03 04 (A) — 001

POLICY NUMBER: (HCUB-1B22567-A-12)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

    Name of person or organization

    ☒ Blanket Waiver

    Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

    ALL TEXAS OPERATIONS

3. Premium:

    The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations describe.

4. Advance Premium: $SEE SCHEDULE

DATE OF ISSUE: 01-10-12   ST ASSIGN: Page 1 of 1

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (HCUB-1B22567-A-12)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 01-10-12   ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 43 03 05 (00)

POLICY NUMBER: (HCUB-1B22567-A-12)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Designated Person:

Designated Organization:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

DATE OF ISSUE: 01-10-12   ST ASSIGN: Page 1 of 1

CAM #18-0085
Exhibit 2
89 of 180

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES

WA

LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	AGGREGATE
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I - COVERAGE

1. **Insuring Agreement**

   This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

   a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.

   b. The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.

   c. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.

   d. "Bodily injury" by accident must occur during the endorsement period.

   e. "Bodily injury" by disease must be caused or aggravated by the conditions of your employment. The "em-ployee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

   f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by acci-dent or disease must be brought in the United States of America, its ter-ritories or possessions, or Canada.

2. **We Will Pay**

   We will pay all sums you legally must pay as damages because of "bodily in-jury" to your "employees", provided the "bodily injury" is covered by this insur-ance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Pay-ments of this COVERAGE Section.

   The damages we will pay, where recov-ery is permitted by law, include damages:

   a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to re-cover the damages claimed against such third party as a result of injury to your "employee";

   b. for care and loss of services; and

   c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

   provided that these damages are the di-

rect consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to:

a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;

c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);

d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

e. "Bodily injury" intentionally caused or aggravated by you;

f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;

g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;

i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

k. "Bodily injury" to a master or member of the crew of any vessel;

l. Fines or penalties imposed for violation of federal or state law;

m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. Reasonable expenses incurred at our request, but not loss of earnings;

b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;

c. Litigation costs taxed against you;

d. Interest on a judgment as required by law until we offer the amount due under this insurance; and

e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership or joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;

   b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. The Bodily Injury by Accident . Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

3. The Bodily Injury by Disease . Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;

4. The Bodily Injury by Disease . Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

3. "Executive officer" means a person holding any of the officer positions created

by your charter, constitution, by-laws or any other similar governing document.

4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED
(CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.

   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

      ii. Supervisory, inspection, architectural or engineering activities.

   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion

B. Non-Owned Watercraft Less Than 75 Feet

C. Aircraft Chartered With Pilot

D. Damage To Premises Rented To You

E. Increased Supplementary Payments

F. Who Is An Insured – Employees And Volunteer Workers – First Aid

G. Who Is An Insured – Employees – Supervisory Positions

H. Who Is An Insured – Newly Acquired Or Formed Organizations

I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

J. Blanket Additional Insured – Lessors Of Leased Equipment

K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

L. Blanket Additional Insured – Broad Form Vendors

M. Who Is An Insured – Unnamed Subsidiaries

N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

O. Contractual Liability – Railroads

P. Knowledge And Notice Of Occurrence Or Offense

Q. Unintentional Omission

R. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This

exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

    (2) A watercraft you do not own that is:

        (a) Less than 75 feet long; and

        (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to an aircraft that is:

    (a) Chartered with a pilot to any insured;

    (b) Not owned by any insured; and

    (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j., Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2., Exclusions**, of **SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Exclusions **c., g.** and **h.**, and Paragraphs **(1)**, **(3)** and **(4)** of Exclusion **j.**, do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE:**

       6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

       The Damage To Premises Rented To You Limit will be:

           a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

           b. $100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

       a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

       a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

       b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

       (b) That is insurance for "premises damage"; or

7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

F. **WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. **WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. **WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

   a. Coverage under this provision is afforded only:

      (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

      (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

    c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

    (1) Any express warranty not authorized by you;

    (2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

    (a) Any individual who is:

        (i) A partner or member of any partnership or joint venture;

        (ii) A manager of any limited liability company;

        (iii) A trustee of any trust; or

        (iv) An executive officer or director of any other organization;

        that is your partner, joint venture member, manager or trustee; or

    (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

CG D4 17 07 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED - INSUREDS ADDED WHEN QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE WITHOUT WRITTEN CONTRACT AND LIMITATIONS ADDED FOR LIMITED LIABILITY COMPANIES AND FOR YOUR EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Paragraph **2.c.** of **SECTION II – WHO IS AN INSURED.:**

   c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, that qualifies as a Named Insured under a similar provision in any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance will qualify as a Named Insured if there is no other excess liability or umbrella insurance available to that organization. However:

      (1) Coverage under this provision is afforded only until the end of the period of time during which the organization qualifies as a Named Insured under that provision in that policy of Commercial General Liability "underlying insurance";

      (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

      (3) Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

2. The following replaces paragraph **2.f.** of **SECTION II – WHO IS AN INSURED.:**

   f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the limitations upon coverage under such policy of "underlying insurance", and the limits of insurance afforded to such person or organization will be:

      (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide, if you have agreed to provide insurance for

that person or organization in a written contract signed and executed by you before the "occurrence" takes place or the "offense" is committed; or

      (ii) The limits of insurance of this policy;

      whichever is less.

      If the minimum limits of insurance you agreed to provide such person or organization in such written contract are wholly within the "underlying insurance", this policy shall not apply.

3. The following replaces the last two paragraphs of **SECTION II – WHO IS AN INSURED.:**

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under **SECTION II – WHO IS AN INSURED.**

   None of your employees is an insured for the following:

   (1) "Bodily injury" or "personal injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while acting within the scope of his or her duties;

      (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

      (d) Arising out of his or her providing

UM 04 76 07 08   © 2008 The Travelers Companies, Inc.   Page 1 of 2

or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

This paragraph does not apply to "bodily injury", "personal injury" or "property damage" for which such employee is an insured under any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that would apply but for the exhaustion of its limits of liability.

Assetic's Insurance Certificate

Certificate of Currency

This Certificate of Currency confirms the following policy is current at the date stated below.
Please refer to the policy document for full terms and conditions.

Insured:	Assetic Australia Pty Ltd; Assetic Canada Holdings; Assetic Inc.	
Master Policy Number:	93398119	
Policy Type:	Information Technology Liability	
Limits of Insurance:		
Coverage 1		
Financial Injury (Professional Liability)	$10,000,000	each act and
	$20,000,000	in the aggregate
Coverage 2		
Public Liability	$20,000,000	each occurrence
Products Liability	$20,000,000	each occurrence and in the aggregate
Policy Period:	From: 24/06/2017 To: 24/06/2018	
Underlying Policies USA	General Liability: Policy Number: Policy period:	USD1,000,000 TBC 24/06/17 – 24/06/17
Additional Insured:	GHD Inc.; Metropolitan Transportation Authority are an additional insured pursuant to a written contract to provide insurance as an additional insured.	
Additional Comments:	Written contract for: project B&T EAM Support – Contract # 15133-1400 MTA EAM Consultant Services, WAAF #1 – GHD Project # 11123609	

This Certificate is furnished as matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

26 May 2017

_____   _____

Authorised Representative   Date

1

f.   Business License

Woolpert's license to do business in the State of Florida is provided on the following page. We have also included Woolpert's Professional Surveyor and Mapper Business License.

State of Florida
Department of State

I certify from the records of this office that WOOLPERT, INC. is an Ohio corporation authorized to transact business in the State of Florida, qualified on September 27, 2004.

The document number of this corporation is F04000005579.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 18, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2017

Ken Detzner

Secretary of State

Tracking Number: CC8214377426

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB6777**
Expiration Date   February 28, 2019

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

WOOLPERT INC
ATTN: COLINDA SHIELDS4454 IDEA CENTER BLVD
DAYTON, OH 45430-1500

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.
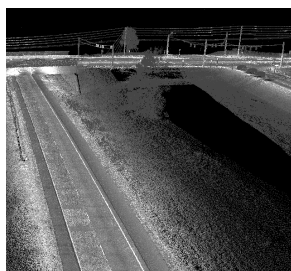
Appendix

Appendix

The following information is provided in the appendix:

A. Evidence of contract signing authority

B. Form 3 – Functional Requirements

C. Signed General Terms and Conditions / Exceptions

D. Woolpert's full scope of services

E. Cityworks License and Maintenance Agreement

F. Assetic Terms and Conditions of Business

G. Resumes of Key Personnel

Appendix A
Evidence of Contract Signing Authority

On the following page, we have included a resolution dated February 2017 that shows that Project Manager John Cestnick, PSM, IAM has signatory authority.

**ACTION BY WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
WOOLPERT, INC.**

Pursuant to the authority of Section 1701.54 of the Ohio Revised Code, the undersigned being all the members of the Board of Directors of the Corporation, do hereby take the following actions and adopt the resolutions set forth herein, with an effective date as of the 1st day of February, 2017.

        RESOLVED, that each employee listed below is hereby granted authority to sign contracts on behalf of the Corporation for projects to be performed within the market, discipline, or department his or her name is listed beneath, up to the limits set opposite his or her respective name;

        RESOLVED, that the authority above will terminate and expire in the event that the designated individual leaves the employ of the Corporation.

Facilities	**Limit**
David M. Dillow	No Limit
William L. Dougherty	No Limit
Andrew R. Pack	$1,000,000
Government Solutions	**Limit**
Eric L. Cole	$500,000
John H. Gerhard	No Limit
Jeffrey S. Lovin	No Limit
Sam Moffat	$250,000
Kent L. Park	$500,000
Brian A. Stevens	$500,000
Information Technology/	
Management Consulting	**Limit**
John A. Cestnick	$1,000,000
David A. Feuer	No Limit
John M. Przybyla	No Limit
Military	**Limit**
Douglas M. Brown	No Limit
David S. Rickard	No Limit
David J. Ziegman	No Limit
National Security	**Limit**
Darius D. Hensley	$500,000
Joseph R. Seppi	No Limit
Transportation and Aviation	**Limit**
Michael A. Avellano	$500,000
Judy G. Beale	$250,000
Thomas F. Mackie	$500,000
Ronald K. Mattox	$100,000
Thomas F. Mochty	No Limit
Christopher J. Snyder	$250,000
Water	**Limit**
Brian T. Bates	$1,000,000
Michael E. Battles	$500,000
Kendall F. Holbrook	No Limit
Eric D. MacDonald	$1,000,000
Robert K. Veech	$1,000,000

Design	Limit
Denise M. Breunig	$250,000
Steven B. Godfrey	$250,000
JP Johns	$250,000
Bret A. Paden	$250,000
Christopher C. Perry	No Limit

Geospatial/IT	Limit
Joseph J. Cantz	$250,000
Natasha M. Hartley	No Limit
Stephen R. Kreger	$100,000
David J. Kuxhausen	$250,000
Joseph K. McClurkin	No Limit
Christopher R. Raml	$250,000
Edward A. Singer	$250,000

Research and Development	Limit
Jonathan R. Downey	$250,000
Layton A. Hobbs	No Limit

Administration - Executive	Limit
Scott P. Cattran	No Limit
Joshua T. Heid	No Limit
Stephen P. Phipps	No Limit

Administration – Federal Contracts	Limit
Janice E. James	No Limit

RESOLVED, that the authority above replaces authority previously granted prior to the date written above.

RESOLVED, with the exception of Joshua T. Heid, that the authority above does not include the right to sign checks or borrow money on behalf of the Company.

FURTHER RESOLVED, that with the exception of the right to sign checks or borrow money on behalf of the Company, Scott P. Cattran, as President of the Corporation, is hereby authorized to designate in writing any employee of the Corporation to execute any contract on behalf of the Corporation.
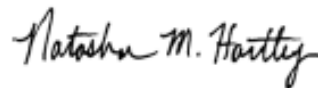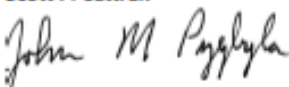
_____
Stephen P. Phipps

_____
Scott P. Cattran

_____
John M. Przybyla

_____
David J. Ziegman

_____
Joshua T. Heid

_____
Natasha M. Hartley

_____
Douglas M. Brown

Appendix B
Form 3 – Functional Requirements

Statement Regarding Responses

The responses to the RFP and listed exceptions are based upon our good faith effort to understand and interpret the functionality statements listed. Our answers and responses include qualifications, exceptions and clarifications with our intent being to represent the capabilities of Cityworks software truthfully and accurately. Notwithstanding our best efforts to be accurate and truthful, these responses are not to be interpreted as a warranty for the software and services to be furnished for this project. Only the software license agreement with Azteca Systems, LLC can be binding for the software. Our standard COTS license agreement has also been provided in our response to the RFP and may contain terms contrary to the RFP which would then need to be negotiated. We take a goodwill approach and reasonable position in negotiating terms and conditions to assure all parties are comfortable with the final governing document. We strive to be truthful and accurate in all of our responses. No response in the RFP should be construed to create a binding contract contrary to the terms of the agreed upon license agreement or to exceptions set forth herein.

Moreover, the qualifications, exceptions and clarifiers may describe a particular function or feature that we expect to provide as part of a future software product offering. These will be clearly articulated as such. In that event, we are providing that information solely for your general information and not as contractual commitment. If you need us to make a commitment on a particular function or feature, we will be glad to discuss that on a case by case basis, and to include whatever terms are mutually agreed upon in the final written agreement.

We have completed the following Functional Requirements matrix according to the City's instructions.

Key Functional Criteria (City requirements): R = Required; I = Important; N = Nice to Have; E = Explore

Proposer Response (City requirements): Y = fully supported by current software release; 3P = Third Party Software; C = Customization; F = Future Functionality; N = Not Supported

Comments (City instructions on comments): *if Proposer responds with 3P, C, or F, additional information must be provided as noted on Instructions page.

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
		Summary of Module/Functionality Footprint Requirements							
1	R	Asset Record Tracking		X				Assets are stored in the Esri GIS geodatabase.	Esri GIS
2	R	Asset Lifecycle Management	X	X				The Cityworks AMS solution gathers and manages data about asset interventions and their associated costs at various stages of the asset life-cycle (acquire, operate, maintain, and dispose). This information can be consumed by third-party "decision support" applications such as Assetic's Predictor tool to develop and analyze different Asset Lifecycle Management and funding strategies.	Assetic Predictor
3	R	Parts/Supplies Inventory	X					Cityworks provides a full functioning materials management application (Cityworks Storeroom) that can be used to manage warehouse inventories, manage material movements between warehouses (including rolling stock), and provide notice on when items need to be re-ordered, among other functions. Cityworks Storeroom can be integrated with third-party purchasing and requisition applications (such as the City's Lawson solution) to provide a full end-to-end materials management solution in support of an Enterprise Asset Management Program	Storeroom
4	R	Preventive Maintenance (PM) Planning & Scheduling	X					Through workflow configuration and standard operating procedures, Cityworks AMS fully supports PM Planning and Scheduling activities	Office, Field, Respond – Cycled Work Activities
5	R	Work Management	X						Office, Field, Respond
6	R	Customer Service Requests	X						Office, Field, Respond
7	R	Billing		X				Cityworks has business partners that can integrate with billing systems, or the City can elect to use their own third-Party software. Integrations with third-party solutions would require the purchase of the Cityworks API's. The Cityworks APIs are included in the license agreement being offered to the City.	Cityworks Work Order and Service Request APIs for integration to the City's desired billing application (Cayenta).

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
8	R	Reporting	X	X				Cityworks functionality allows for a wide variety of ad-hoc reporting that can be exported to PDF, Excel, Word, etc. In addition, custom reports can be created in Crystal Reports, SSRS, or most any other third-party report development application and accessed within the Cityworks reporting module.	Office, Field, Crystal Reports, SSRS
9	R	Risk Analysis	X	X				Certain work management data captured within Cityworks AMS can be used to support basic levels of risk analysis directly within Cityworks using configured reporting capabilities. More valuable and advanced risk analysis functionality can be achieved by joining the Cityworks AMS data with GIS asset data, system modeling data, and a multitude of other data sets and then performing analysis on the combined data in Assetic's Predictor tool.	Assetic
10	R	Capacity, Management, Operations, and Maintenance CMOM Planning & Reporting	X	X				Cityworks is routinely used to support organizations' CMOM planning and reporting activities. As part of the system implementation activities, Woolpert will ensure all CMOM required data sets are identified and Cityworks AMS is configured to allow capture of this data.	Office, Field, Respond, Mobile
		General Features							
11	R	User defined and searchable fields, and user customizable menus and screens/forms to facilitate a more focused user interface for each group of end users.	X					Cityworks provides out-of-the-box functionality that allows the interface of the software to be customized using XML	Office, Field
12	R	Intuitive system navigation with "click" drill down. Minimize the # of screens and clicks needed to get to the required activity or record.	X						Office, Field, Respond
13	R	Ability to access in the field on a variety a devices, including laptops, tablets and smartphones. Mobile version of the software must be a lightweight, user friendly version of the application.	X						Cityworks Field Cityworks Respond Mobile Native iOS & Android
14	I	Drill down to transaction detail throughout all modules and across to other modules.	X				X	Not all "modules" have the ability to drill down to all transaction details, only office and field	Office, Field
15	R	Multi directional electronic approval routing.					X	Potential exists to use work order tasks for electronic approval routing, however there is no official approval process.	Office, Field

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
16	I	Customer definable rules-based workflow rules for sequential, broadcast, and event-based approval routing and record distribution with flags, alerts, triggers and actions based on defined events and thresholds.			X			Cityworks out-of-the-box functionality does not currently provide a methodology to perform these items, however because Cityworks has an open architecture and has API's, custom application development may be used to support these requirements	Office, Field
17	I	System must support interface, content, and workflow customizations by a trained system administrator without programming.	X						Designer
18	I	Unlimited notes or text fields.	X					Cityworks provides a limited number of universal custom fields that are added to the overall design of the user interface. However, standard custom fields can be applied to service request, or work order templates and are unlimited.	Setup in Designer and XML
19	R	Full audit trail and history throughout all modules: Date, time, who made the change, retain what was changed, and show new record.	X					Audit fields can be selected and recorded on data change. The audit fields are managed within the Office mode.	Office, Field
20	R	Customer definable and changeable forms, letters and notifications with context sensitive access. (E.g. condition assessment, homeowner notifications, etc.)	X	X				Cityworks functionality allows for basic ad-hoc reporting that can be exported to PDF, Excel, Word, etc. However, custom reports can be created in Crystal Reports or SSRS and accessed within the Cityworks reporting module.	Office, Field, Crystal Reports, SSRS
21	I	Role-based, user configurable menus, screens, fields, and reports.	X						Office, Field
22	I	Context sensitive help.					X	Help system is an HTML, searchable help system	
23	I	Global updates; ability to pick a field where update should be made and have that field update across all like records.			X			Cityworks out-of-the-box functionality does not currently provide a methodology to perform these items through the Cityworks User Interface (UI). However, database management tools can be easily employed on the "back end" to permit a system administrator to easily perform these functions.	
24	I	Real-time system update and data availability.	X					As a web based application, data is saved when the form is saved	All applications with the exception of Mobile Native. Mobile Native is a discounted synced app
25	N	Ability to have the history from QAlert available.			X			This would require a data migration or an integration to make this information available through Cityworks. Woolpert has completed many data migration/integration projects.	Cityworks APIs

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
26	I	Work on multiple open screens at one time from a single sign-on.	X					Browser tabs can be opened and added using one single sign-off.	Office, Field
27	I	Ability to have split-screen. E.g. One side of screen has map, other side has new Work Order form.	X					Map is on separate tab so that it can be its own window side by side with the other window	Office, Field and Respond
28	I	System must have a dashboard style page configurable by each user for viewing assigned or monitored work activities. Should include: cost summaries, to do lists, charts, graphs, maps, reports, etc. should be configurable based on any number of search parameters defined by the user.	X						Office, Field, Respond
29	R	System must be able to develop maintenance schedule from inventory criteria	X					We are not 100-percent certain what is being asked for here, but Cityworks AMS does enable organizations to set up repeatable maintenance activities (scheduled maintenance) based on a variety of criteria. Through work order (or inspection) workflows, identification of available parts (or materials) from within the inventory can be made a part of the approval / scheduling / assignment process. If it is found that the needed inventory does not exist, the assignment can be placed on hold (and not put on the schedule) until the required materials are available.	
		Technology							
30	I	Preferably database should be Microsoft SQL Server or Oracle database. If not what RDBMS and versions are used?	X					SQL and Oracle are both supported and however the correct version for each is dependent of the Cityworks version that the City would go-live with.	SQL, Oracle
31		Identify server/platform. Discuss options.	X					Cityworks can be installed on either physical dedicated servers or in a virtualized environment. The Cityworks AMS solution can also be hosted on-premise (client site) or in a hosted cloud environment (Amazon for example)	
32		Indicate platforms supported and % of installs for each	X						
33		▪ Indicate databases supported and % of installs for each	X					Cityworks estimated projects with SQL is approximately 90%, while Oracle is approximately 10%, Woolpert has similar percentages.	
34		▪ Indicate source code language						C++, C#, .Net, HTML, HTML 5, XML, Javascript	

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
35	E	▪ Hosted/ASP solution. Briefly discuss if this is an option or future option and, if so, describe.	X					Organizationally hosted on commercial cloud servers (i.e. Amazon), partner hosting or hosted by Cityworks Online (CWOL)	
36	I	Web-based architecture with published open Application Program Interfaces (API's.) Briefly describe if you are fully Web-based, and what you have for APIs. Are your APIs configurable by customers to use for new or changed integration or do they require your professional services to change?	X					We are completely web-based and developed with JSON rest APIs, with the exception for Native iOS & Android apps that synch to the web application database. APIs are available and open for any development by licensed organizations. API's are not configurable and the organization must change the integration to match the API.	Office, Field, Respond. An API for Storeroom is soon to be released
37	I	Supports Microsoft Active Directory. Single sign-on integration with Active Directory.	X					Cityworks Supports Single Sign-On with AD, but only as a pass through of the username and password, not the rules or permissions.	Office, Field, Respond
38	I	Supports virtual server environment utilizing VMWare	X					See Cityworks Virtualization Statement at the end of this document	
39	I	Row lock security.			X		X	Cityworks does not provide this functionality out-of-the-box however, it is possible depending on the requirements that custom application development could be created and applied.	
40	I	Fully supports/compliant with Service Oriented Architecture (SOA). Please explain/discuss.	X					The Cityworks platform is fully customizable off the shelf. Cityworks uses JSON rest services for API's.	
41	R	Attach electronic files (e.g. JPEG, PDF, Word, wav, MP3, WMV, TIF, etc.) to various records and fields such as for a specific asset. List all file types supported.	X					Any file type attached to request, work orders, inspections and projects. Attachments on an asset can be completed at the GIS attribute level or within the Cityworks Attachment tool. However, in order to view the attachment the end-user must have that type of software installed locally in order to open and view the file. Example a Word Doc will require a .doc viewer.	Office, Field, Respond, Native Mobile, other add-ons as well Within Respond and Native iOS and Android on requests, work order and inspections, not assets
42	I	Attach AutoCAD DWG files to various records, fields and assets. Please explain/describe if you have the ability to open and read the DWG files from your proposed software.	X					Any file type attached to request, work orders or inspections. Attachments on asset can be done at the GIS attribute level or within Cityworks Attachment tool. Cityworks DOES NOT have a Viewer for attachments.	Office, Field, Respond, Native Mobile, other add-ons as well Within Respond and Native iOS and Android on requests, work order and inspections, not assets

#		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
43	R	Email distribution of reports, approval requests, etc. from within the system.	X		X		X	Reports are not sent out by email, however a task for report creation or approval can be sent out by email. Also a report can be printed to PDF and Manually emailed. Woolpert can develop customized triggers that would allow for email distribution.	Office, Field, Respond
44	I	Bi-directional integration with Microsoft Office (especially Excel and Word)	X				X	Export to Excel from ad-hoc reporting in one direction. Imports into tables can be imported in some tables as import tools or using Cityworks for Excel or Table Editor tool.

No Integration with Word, PowerPoint, etc. | Ad-hoc report exports in Office

Table Editor in Office

Some imports in Designer (admin)

Bidirectional in some cases using Cityworks for Excel |
45	R	Remote access. Support for Mobile Technologies IOS and Android	X						Native iOS & Android Cityworks Apps
46	I	Mobile technology interfaces should be customizable to the user role and provide a simple and direct platform so in-field crews have a minimal number of work steps to complete updates and check-ins.	X				X	Mobile Native for iOS and Android are streamlined for the field user. These cannot be changed. Respond is a connected browser app that is responsive to the device. Respond allows for customizations.	Mobile Native (iOS and Android) within Respond mode and HTML5 customization. Note all Cityworks modes can be run on browser based mobile devices.
47	I	Describe any integration with CCTV to track video information real time to specific asset locations.	X	X				Cityworks has a CCTV interface that can be used that pulls data from the PACP compliant database into the Cityworks structure. Also there is a bidirectional import/export of some GIS information. However, if the City is utilizing third-party software for CCTV, it is possible that the Cityworks CCTV Interface is not required as many have integrated with Cityworks in the past without the Cityworks CCTV interface tool.	CCTV Interface to PACP
48	I	Describe your touch screen capability for field data entry and mobile technology compatibility.	X					All Cityworks UI's work with touch screen devices, however Cityworks Respond and Native iOS and Android apps were designed specifically for this.	Respond
Native iOS & Android apps
49	I	.NET architecture. Briefly describe if you are fully .NET or only in certain modules. If not .NET what programming functionality is used (e.g. Java)?	X				X	C++, C#, .Net, HTML, HTML 5, XML, Javascript	
50	R	Workflow capability built on Windows Workflow Foundation (WF45) -Describe application and user security features/capabilities. Indicate any special security features (e.g. user security, function security, file security, field level security, etc.) provided by the software.					X	The Windows Workflow Foundation is not needed by Cityworks. Instead, Cityworks provides a simple UI that allows an administrator the ability to manage the functional security for users and groups. All application security is managed using the web based Designer module.	Designer

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
51	I	Compatibility with GPS/AVL technology in field vehicles.		X				Using Esri compatible systems third-Party Systems	
	R	**Data Conversion / Retention**							
52	R	Ability to convert data from other EAM/CMMS systems (Cayenta, QScend QAlert, Hansen). Please list what systems you have converted data from.			X			Cayenta, Hansen, Infor, Accela, GBA Master Series (now Lucity), Homegrown custom solutions, and many others	
53		Please describe your Data Retention capabilities. Can records, attachments be flagged with different retention schedules?			X		X	All data is kept in the system for as long as you need, but there is no functionality that allows for retention schedules. However, this is something that could be customized with application development.	
	R	**Training**							
54	R	Ability to provide in-person training on all modules selected.	X					Woolpert is a platinum business partner with Cityworks and conducts all training for the Cityworks implementation projects in-person.	
55	R	Ability to provide in-person system administration training.	X					Woolpert is a platinum business partner with Cityworks and conducts all training for the Cityworks implementation projects in-person.	
	R	**Interfaces / Integration**							
56	I	Experience integrating with external applications such as: Cayenta **Yes**/No Kronos **Yes**/No Laserfiche **Yes**/No BuySpeed Yes/**No** Lawson Financial Yes/**No**						Woolpert has not yet had the need to integrate a Cityworks AMS deployment with either BuySpeed or Lawson. However, we have performed dozens on system integrations with many different business applications including PeopleSoft, SAP, and other complex ERP applications. In all cases, we were able to leverage Cityworks and other vendor APIs, along with custom programming to facilitate the required high-functioning integrations. We will have no issues working with either Lawson or BuySpeed to facilitate these integrations	
57	E	Utility Billing: Software is Cayenta What experience do you have with integrating or interfacing with it?						Woolpert completed multiple Cityworks AMS / Cayenta integrations.	

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
58	R	Water and Sewer Hydraulic Modeling: Software interfacing with Innovyze, InfoWater Suite and InfoSWMM, respectively (ArcGIS10.1 or higher compatible)	X					Modeling system integrations are typically performed at the ArcGIS geodatabase level to provide the modeling software with access to asset data (attribution) required to build the model (size, length, material, etc.). Resultant model conditions are often sent back to the GIS as operational condition attributes. As long as these integrations are in place, Cityworks can access the model information directly from within the GIS. If there are other modeling / maintenance management workflows that need to be integrated, Woolpert can facilitate these through use of the Cityworks APIs or through custom application development.	
59	I	Do you have a client portal, or the ability and experience to integrate with one? Move to customer relations area	X	X	X			Cityworks APIs are available for development of a portal or integration to third-party crowd-souring applications. Cityworks development partners CitySourced and SeeClickFix provide out-of-the-box integration with their web portal applications. Woolpert has developed a custom service request portal solution that we offer clients, and we are familiar with, and have integrated to, multiple third-party and homegrown service request portal applications. Here is a link to a fully custom, highly functioning, and award winning web-based service request application Woolpert develop 9and continues to maintain) for the City of Indianapolis: http://maps.indy.gov/RequestIndy/	Service Request API
	R	**GIS Integration**							
60	R	The system shall utilize the City's enterprise geodatabase as the asset inventory.	X					This is the fundamental design of Cityworks. Cityworks is the original and founder of this approach.	Office, Field, Respond, Mobile Native
61	R	The system must use non-redundant asset data storage with no reliance views, data mapping or synchronization.	X					This is the fundamental design of Cityworks	Office, Field, Respond, Mobile Native

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
62	R	System must support Esri ArcGIS Sever 10.4 or current version and maintain compatibility with the most current version of ESRI GIS software within 6-months of an ESRI version release.	X						Office, Field, Respond, Mobile Native
63	I	The system shall utilize inherent Esri spatial functions such as system trace, valve isolation, etc.			X			Using Esri Geodatabase development these tools can be plugged into the Cityworks map, but would need to be developed Woolpert has developed a number of different ArcGIS map tool widgets that can be plugged into the Cityworks UI to provide extended GIS functionality from directly within Cityworks.	
64	I	System should be designed to work primarily with GIS data, where geographic features (e.g. pipes) represent assets. It must integrate with the City's existing enterprise geodatabase, ArcGIS Server software and ArcGIS Online. The software should not require converting to a different format.	X					This is the fundamental design of Cityworks	
65	R	System MUST be non-modular for asset types and functional groups. Core system must be configurable for unlimited asset types and asset groups without additional modules or licensing cost.	X					This is the fundamental design of Cityworks	
66	R	System should utilize the Esri geodatabase as the only asset database/repository and link to it out-of-the-box without additional add-ons or software licensing. All asset geometry and attributes must reside in the geodatabase and should not require middleware, modules, or synchronization with the work management database.	X					This is the fundamental design of Cityworks	
67	R	System should not set limits on the number of assets or the size or complexity of the asset data, other than those imposed by the underlying Esri software	X					This is the fundamental design of Cityworks	
68	R	System should support and detect relationship classes within the GIS	X					This is the fundamental design of Cityworks.	
69	R	The system should have the ability to query and filter the Esri geodatabase from within the EAMS* software	X					This is the fundamental design of Cityworks.	
70	R	System should provide a map interface, allowing the user to view assets, search, pan, zoom, locate, measure distances and include the capability to view information about assets' attributes from the GIS.	X					This is the fundamental design of Cityworks.	
71	R	Map should be comprised of ArcGIS Server Map Services hosted on the City's ArcGIS Server or Esri ArcGIS Online Services, or a combination of both.	X					This is the fundamental design of Cityworks.	
72	R	Must support multiple map services, specific to users or groups of users, to meet the various GIS needs of each work business unit.	X					This is the fundamental design of Cityworks.	
73	R	Ability to locate address utilizing ArcGIS locating services (geocoding service).	X					Cityworks AMS can consume whatever geocoding service the organization has set up within ArcGIS	Office, Field

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
74	R	Ability to select assets in the GIS map and create work orders and inspections associated to the selected assets.	X					This is the fundamental design of Cityworks.	eURL
75	R	Ability to attach multiple assets to a work order.	X					This is the fundamental design of Cityworks.	Office, Field, Respond
76	I	All work activities, (requests, work orders, inspections, etc.) should be displayed live on the map interface based on user preferences. User should be able to open activities from the map.	X					This is the fundamental design of Cityworks.	Office, Field, Respond
77	R	Ability to update asset attributes from within the EAMS software. All updates should utilize Esri technology so as to maintain the integrity of the GIS system.	X					This is the fundamental design of Cityworks.	Office, Field, Respond
78	R	Ability to easily publish work activities within the AMS software to REST endpoints for consumption on ArcGIS Server or ArcGIS Online.	X					Cityworks allows the user to create and open / close any works orders from selected map features	Office, Field, Respond
79	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all assets in a specific neighborhood."	X					User profiles have assigned map views as definable map services	Office, Field, Respond, Mobile Native Apps
80	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all assets in a user defined area."	X					Cityworks can perform geospatial searches out of the box, however there is some limitation in which third-party software could be used to add the searches/functionality requirements that are not out of the box.	Office, Field, Respond
81	I	Display on a map the location and status of selected work order(s); examples of selection sets: all work orders for today, since a certain date, of a certain type or types, etc.	X					This is the fundamental design of Cityworks.	Office, Field
82	R	Create and close a work order from a selected map feature(s) and a service request from a location(s).	X					This is the fundamental design of Cityworks.	eURL
83	R	Display user-configurable map views; i.e., the ability to have different map layers visible based on preference, display scale, and/or work role.	X					This is the fundamental design of Cityworks.	Office, Field, Respond
84	R	Map viewer should provide tools to users for performing basic geographic-related tasks: for example, calculating measurements for length, and area, and determining relationships between assets, work orders, service requests to other GIS features like address points using buffer, intersection, and tracing tools.	X		X		X	Majority of the items listed in the functional criteria are available out-of-the-box except for buffer, intersection and tracing tools. However, these types of custom applications can be added to the Cityworks map through application development.	Office, Field, Respond
85	I	Print and/or export (for example, PDF format) a map with a legend, bar scale, and notes displaying work order or asset location.	X		X			Notes cannot be added, but the Legend and bar scale are on the page.\n\nWork order notes can be made to print on the map page using custom development tools.	

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
86	I	Describe dispatch and routing capabilities for the EAM using maps so crews can be directed to assigned service requests/work orders as efficiently as possible. Captured in 89	X					JS Map Routing tool uses the Esri's Routing Service. Multiple Cityworks Activities, addresses, and points (by clicking on map) can be manually entered and a shortest path is determined. Turn by turn directions are presented to the user. The Native Mobile app uses the mobile devices (iOS or Android) native mapping service to route to a Cityworks activity.	Office, Field, Respond and Mobile Native Apps
87	R	Create location-based reports (geo-reports) of assets or work orders based on geographic region or user defined areas and subjects. For example: how many work orders were completed last year in a specific District, neighborhood or groups of neighborhoods? Or how many flooding service calls were reported in a user-defined area?	X					This is out-of-the-box functionality.	Office, Field
	R	**Asset Record Tracking, Inspection and Condition Analysis**							
88	R	Asset master record that supports, including but not limited to any of the following attributes: category, sub-category, asset number, related numbers (e.g. serial number, Proposer number, etc.), parent/child relationships, acquisition date, install date, disposal date, expected useful life, location, department, person asset is assigned to, GPS coordinates, unit of measure (lineal feet, cu. Meter), AP Voucher #, PO #, Proposer, warranty information, disposal cost, salvage value, as-built diagram, photo, related nested assets and various attachments.	X				X	Any asset attribute can be created on assets in the GIS. Within the inventory warehouse system, some custom fields can be created, but there may be limitations depending on what is required by the City.	Yes for asset in Office, Field, Respond Partial for inventory in Storeroom

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
89	R	Briefly describe your best practices for the asset creation process (e.g. create asset and numbers in GIS, then push to EAM; or create asset and numbers in EAM, then push to GIS; or both; or without push). Do they vary by asset type? Presentation Question then delete	X					Using the Cityworks AMS solution, all asset creation activities are performed directly within the GIS. Once they are created in GIS, they become immediately available for use in the Cityworks AMS software. There are no business processes whereby asset are "created" in Cityworks and then pushed (or synched) to the GIS. Cityworks uses the GIS database as the only system of record for asset inventory and related information. There is no replication of asset data between the GIS and Cityworks. Woolpert will configure workflows to manage those instances where work needs to be performed on an actual asset that is not represented in the GIS. There is a function within the Cityworks AMS solution that allows the user to identify if a GIS update is required (including red-line capabilities). This information can then be routed (programmatically) to the GIS department for GIS updating. Cityworks does permit users to perform asset attribute updates form directly with in the Cityworks user interface. Access to this functionality can be restricted, depending upon the organizations GIS data management policies.	Esri editing Cityworks Editor in Core Table Editor in Core Cityworks for Excel Equipment Changeout for related asset feature (objects)
90	R	Ability to capture inventory of roadway and Storm Water system features that are not traditionally considered "assets," such as pavement surface, shoulders, ditches, back slopes, and enclosed conveyance systems. All system functionality associated with traditional assets must apply to these inventory features.	X					Asset database can use feature points, lines, polygons or objects (non-spatial). Additionally asset along a road can be modeled as attributes (i.e. sidewalk along a road). Work activities for miscellaneous assets can be created at XY locations. Also in the next release Cityworks will support Esri Roads and Highways in Office and Field.	Office, Field, Respond
91	R	Capture several dates on asset master record (e.g. original date put into service, refurbished, warranty work completed, etc.).	X					Any asset attribute can be created on assets.	Esri GIS
92	I	Capture dimensional attributes of an asset and its components (e.g. shape of an underground vault, location of components).	X					Any asset attribute can be created on assets.	Esri GIS
93	R	Ability to add and adjust asset information with permissions – warranty, expected life of asset, etc.	X					Any asset attribute can be created on assets permissions can be setup for editing of the GIS data.	Esri GIS

		Key Functional Criteria	Proposer Response Y	3P	C	F	N	Comments	Applicable Module(s)
94	I	Field ability to pull up as-built diagrams, image files, multimedia files etc.	X					Any asset can have attached files. Work activities can have attachments such as instructions, operations manuals or design files. The field device must have the native app to open the attached file type.	Esri GIS
95	R	Easily transfer an asset and all related records and history to another location or facility, tied to GIS.	X					Cityworks equipment change out tool allows for object asset types (equipment) using GIS relationship-classes	Cityworks Equipment Changeout tool
96	R	Ability to group assets within a category and area in GIS format to help schedule and coordinate preventive maintenance activities.	X					As designed in the data model Cityworks is a spatial solution. Between the Cityworks and Esri solutions, this is an out-of-the-box functionality. It sounds like what is being asked for here is the ability to set –up work orders (or inspections) based on asset type / geographic location. This is supported by Cityworks. We can group assets such as fire hydrants and assign a single inspection for all assets based on a pre-determined "route" or "service area".	Esri GIS, Office, Field, Respond
97	I	Ability to track asset and infrastructure maintenance within a user definable geographic boundary.	X						Office, Field, Respond
98	R	Track asset activities and history for unlimited years (e.g. repairs, replacement, refurbishment, maintenance, upgrades, retirement, abandon-in-place, disposal cost, etc.).	X					As defined in work activity templates	This is Cityworks in General
99	I	Ability to collect and store condition assessment data against an asset e.g. number of leaks, number of repairs, defects, thickness measurements, anode deterioration, safety issues, etc.	X					Any asset attribute can be created on assets. Some items on an inspection or work order can automatically update the GIS. However, other items will require manual updates.	Office, Field, Respond and Esri GIS
100	R	Captures and stores for assets the results of various inspections such as the City's NDPES SWOPS, flow monitoring, I/I investigations, smoke testing, hydrant flow testing, back-flow preventions devise testing, pump efficiency testing, etc.	X					Inspections	Office, Field, Respond, Mobile Native
101	R	Inspections must provide flexibility for user defined fields and forms.	X					User defined inspection forms	Setup in Designer (admin)
102	R	Ability to define custom inspection observations with weighted scoring by asset type. Weighted scoring should result in a condition score on the asset. Scoring weights should be defined by city.	X					User defined inspection forms	Setup in Designer (admin)

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
103	R	Ability to conduct a condition analysis from within the map interface, combining inspection data and GIS attributes which results in the selection of assets based on condition score range.			X			Condition data can calculate a condition score on the GIS attribute. Combining inspection observation and GIS attribute data will require custom database triggers which can be created by Woolpert.	
104	R	Ability to summarize asset condition by heat maps.	X						
105	R	Must have the ability to perform asset condition modeling, depreciation and valuation completely without reliance on outside software.		X				Condition scoring and risk assessment can be captured within Cityworks, however it requires a third-party solution to produce modeling.

Woolpert is proposing the Assetic Predictor tool to perform asset condition and risk modeling activities. | Assetic Predictor |
106	I	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all assets inspected on a certain date in a specific neighborhood."	X					This is out-of-the-box functionality. Cityworks allows for the setup of map layers within the software which can perform geospatial data collection and push the information into the Cityworks record. This is based on the location of the specific asset or address.	Office, Field
107	I	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all assets inspected on a certain date in a user defined area."	X					This is out-of-the-box functionality. Cityworks allows for the setup of map layers within the software which can perform geospatial data collection and push the information into the Cityworks record. This is based on the location of the specific asset or address.	Office, Field
108	R	Condition tracking with actual useful life, customer-defined conditions, replacement cost and time analysis independent of financial depreciation.	X	X	X			Maintenance history details used to help determine asset conditions are captured in Cityworks. Combined with GIS attributes (install date, estimated life, current condition, etc.), this information can be consumed by Assetic Predictor to perform risk-based replacement analysis.	
109	R	Ability to track and manage compliance reporting, develop risk profiles, status of agreements, permits, etc. pertaining to the condition of assets.	X	X	X			These objectives are achievable through a combination of out-of-the-box Cityworks and GIS functionality, along with use of third-party applications (Assetic Predictor), reporting, and in some cases – custom development.	
110	I	Provide configurable alerts based on asset conditions and level of service.			X				
111	R	Field ability to remotely pull up the complete history of an asset. Field ability to update or add an asset.	X						Field

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
112	I	Ability to track assets within a building. E.g. Conference Rooms, restrooms, card readers.	X					These type of assets would be defined in the GIS. Cityworks can be configured to view/select anything that exists in the GIS.	Office, Field, Respond
	R	**Asset Lifecycle Management**							
113	R	Briefly discuss your asset lifecycle management functionality. E.g. asset productivity, analyze lifecycle and lifecycle costs of asset, types of assets, risk assessment and risk management and categories of assets in compliance with utility asset management standards. Discuss your experience.	X	X	X			What is being asked for here is the system's ability to support a variety of asset decision-making workflows within the context of the organization's over-arching asset management strategy. This gets to the heart of what Woolpert does for our clients. We implement and integrate various asset information systems (Cityworks, GIS, Assetic, SCADA, modeling, et al) to fully support our clients' asset management strategies and objectives, while providing the tools and business processes to support system monitoring, risk review, and continuous improvement activities.	Cityworks AMS, GIS, Assetic Predictor, and other client asset information management systems
114	R	Briefly discuss how you comply with utility asset management standards for properly handling assets for water, wastewater and storm water utilities. E.g. tracking assets, asset classifications, cost categories, asset life, and risk assessment.	X					Cityworks in conjunction with Esri provide all the information needed along with Reporting. Woolpert will configure all of these systems to support the various asset management strategies, objectives, and workflows required by the City.	Crystal Reports, SSRS
115	I	Put in an asset #, address, cross street or other attribute and see planned projects impacting that asset (e.g. for linear/horizontal asset, see other utility maintenance work projects, overlays, CIP).	X					Using mapping and searching tools	Office, Field
116	I	Predictive analysis for asset useful life and lifecycle maintenance.		X				With the use of the Cityworks life-cycle maintenance data and Esri attributes, reporting can be used to determine this information. Using the maintenance history from Cityworks, Assetic Predictor can model asset performance and provide predictions on when assets will need to be repaired / replaced.	Cityworks AMS, GIS, Assetic Predictor, and other asset information systems (SCADA, modeling, etc.)
117	I	Manage and track all construction and maintenance costs for non-City assets for which ownership is later transferred to the City. E.g. a developer owns and pays for the construction of his own water and sewer system (the City could be in charge of doing the construction for the developer). After two years and passing City warranty and compliance requirements, ownership is then transferred to the City. Transfer could be at no cost, but asset value and ongoing asset maintenance costs need to be tracked.			X			Cityworks has a permitting system that can accomplish this effort, however if the City utilized another software, Cityworks provides API's to perform custom development.	

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
118	I	Plant equipment depreciation tied to utility asset lifecycle calculations (predictions of useful life based on historical data). This is different from accounting depreciation.		X				With the use of the Cityworks life-cycle maintenance data and Esri attributes, reporting can be used to determine this information. Using the maintenance history from Cityworks, Assetic Predictor can model asset performance and provide predictions on when assets will need to be repaired / replaced.	Cityworks AMS, GIS, Assetic Predictor, and other asset information systems (SCADA, modeling, etc.)
119	N	Side-by-side visual comparisons of an asset from one inspection vs. another. E.g. visual comparison of a segment of pipe inspected and photographed in 2011 vs. inspected and photographed in 2007.						This requires GIS and Cityworks. History is recorded and can be viewed spatially.	
	R	**Parts/Supplies Inventory**							
120	I	Support multi-location inventory warehouses for supplies, parts, and equipment/assets where the same item number may be in inventory in multiple locations.	X						Storeroom
121	I	Easily transfer supplies, parts, etc. from one warehouse location to another. Update records and credit/charge impact for each department involved.	X		X			Using the Transfer Tool. Using charge codes, reports can be developed to identify where charges need to be applied as a result of assigning parts / materials to a work order, or from a transfer from one warehouse to another warehouse.	Storeroom
122	R	Ability to assign asset to one or more business units and be able to transfer between units.	X					One of the Primary Functions in Storeroom	Storeroom
123	R	Ability to create categories, assign assets, re-categorizes assets.	X					Part of Material setup	Storeroom
124	R	Experience interfacing with financial systems for purchasing, matching and valuation.			X			Accomplished through the implementation partner. Additionally release 15.2 will have API's exposed for Storeroom. Woolpert has developed integrations with many third-party purchasing solutions.	API's
125	R	Ability to individually create or archive assets.	X					One of the primary functions in Storeroom	Storeroom
126	I	Min/max order quantities and re-order lead times that trigger suggested purchase requisitions.	X					System will track min/max and store information give suggestion on reorder qty. Storeroom will not automatically trigger requisitions.	Storeroom
127	I	Ability to value parts individually or in groups (e.g. single valve cover, all valve covers).	X					One can assign value to each part. No group costing. Reports and searches can be created to get this information.	Storeroom

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
128	I	Support bar code reading for additions and depletions to inventory. Or do you have a barcoding system apart of the system? Explain if you have partnerships with hardware providers.	X	X				Barcoding capability in the form of scanning a barcode (material ID, Description, Part number) and populating the search function and displaying the item associated with the barcode. This is done with either a Bluetooth scanner connected to a laptop, tablet or phone. Also attachable scanners to phone or tablet. Barcode reading functionality, while supported by Cityworks, will require a third-party barcoding solution.	Storeroom/Crystal Reports
129	I	Easily return materials to inventory that were not used on a work order or service call.	X					One of the primary functions in Storeroom	Storeroom
130	I	A-B-C cycle counting tools/scheduling for parts, supplies, and equipment/assets inventories.	X					One of the primary functions in Storeroom	Storeroom
	R	**Preventive Maintenance (PM)/Scheduling**							
131	R	Define Preventive Maintenance Tasks to include default information: area, category, sub-category, tasks, procedures, hours, materials, equipment, skill set, staff assignment, etc.	X					These items are Cityworks default values in a work order template	Office, Field some info also in Respond
132	R	Maintenance triggers and schedule based on customer defined parameters such as warranty expiration, usage hours, flow volumes, asset age, environmental conditions, average expected life, time milestones (e.g. every 5 years), etc.	X		X			Certain cyclical work order trigger parameters can be configured directly within Cityworks AMS. Other triggers, such as run-time hours, condition-based activities, etc., will require the development of custom database triggers or integration with other asset information management systems (SCADA).	Custom Trigger
133	R	Ability to schedule equipment preventive maintenance and track and report on results.	X						Office, Field, Respond, Mobile Native apps

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
134	I	Create and maintain a calendar and schedule for staff, activities, maintenance, and offer workload management features.	X	X	X			As dashboard lists expandable to a calendar view using saved searches. No Workload Management Features Available other than manual management.

Other available third-party workload management applications can be deployed and integrated with Cityworks to provide additional functionality.

Additionally, Woolpert can define and implement standard business processes to enable a disciplined method for maintenance managers to effectively balance workloads. | Office, Field |
135	R	Auto-generate work orders with default information from predefined Preventive Maintenance tasks.	X					As predefined parent PM work orders not as tasks within a work order	Office, Field, Respond, Mobile Native apps
136	R	Create a single preventive maintenance work order for like horizontal assets.	X					Yes you can search for the assets that are alike and create a single work order for all assets	Office, Field
137	R	Handle preventive maintenance management and asset management for vertical assets (e.g. a building and its components).	X					As PM cyclical work orders	Office, Field, Respond
138	R	Handle preventive maintenance management and asset management for linear assets. E.g. pipes, pumps, meters, etc. that comprise a whole main system, enclosed drainage systems, shoulders, ditches, back slopes, and paved roadway surfaces.	X					As PM cyclical work orders	Office, Field, Respond, Native Mobile Apps
139	I	Performance-based asset maintenance. E.g. tied to incident reports and SCADA detail.		X	X			Cityworks out-of-the-box functionality does not currently provide a methodology to capture SCADA alarm information, however because Cityworks has an open architecture and has API's, custom application development can be created to support these requirements with a third-party solution. Woolpert has completed many SCADA integrations for other clients.	Cityworks API, GE, Eclipse, Wonderware
140	R	Report on condition of assets (customer defines conditions; different conditions for different assets). E.g. Condition of chambers, pipe nodes, etc.)	X					Using reporting from a combination of asset attributes, work history or inspection history	Crystal Reports
141	R	Provide ability to schedule inspection and condition monitoring of assets and inventory and create work orders and task level workload and budget forecasts for all maintenance activities.	X					This can be completed through design and configuration. The use of Cyclical work orders can accomplish the scheduling. The use of estimates can be used for budget forecasts.	
142	R	Customer defined inspection templates (e.g. test results, photos, checklist of inspections activities, etc.)	X						Office, Field, Respond

#	R	Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
	R	**Work Management**							
143	R	Unlimited Work Order attributes such as Department, Division, group, category, sub-category, SLA by category, status, location, Project #, Service Order #, description, incident reported time and date, completion time and date, assigned staff, labor hours and cost by technician, material quantities and cost, cause code, solution, test results, user defined fields, etc.	X					Using custom or universal custom fields, user defined asset attributes, and other GIS defined data.	Office, Field, Respond, Mobile Native Apps and Esri GIS
144	R	Assign resources to work orders" to see how many people and what materials and equipment are needed (generally) to perform standard tasks.	X					Estimates for labor, material and equipment can be defined either as defaults or as work or as work order is being planned	Office, Field
145		Ability for resource allocation so that work orders are tied to available staff, materials and equipment. I.e. a person can't be assigned work orders exceeding their shift hours, work orders cannot be assigned to equipment that is out for maintenance, or for materials that are out of stock, without appropriate warnings and overrides.			X		X	This is not Cityworks standard functionality however the use of custom application and business process development can be employed to support these requirements.	
146		Ability to provide Dynamic Master Planning - Integrated and continuous updating and planning for water, sewer, and stormwater systems		X				Cityworks out-of-the-box functionality doesn't now provide a methodology to perform these items, however because Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support these requirements.	Project management software
147	R	Create and assign priority and status criteria for work orders via defined service levels.	X		X			Work order / Inspection templates can be pre-configured to assign priorities based on known / static asset criteria. However, if the criteria is dynamic and subject to change over time (i.e. – performance levels), then custom development will be needed to develop this desired functionality.	
148	R	Ability to define unlimited work order activity types for any asset type defined in GIS.	X						Designer
149	R	Ability to generate work orders from service requests, creating relationships between work orders, and attaching work orders to any number of assets or to locations without assets.	X						Office, Field
150	R	The work order system should track parts, labor, equipment, and other costs/resources associated with the work activity.	X						Office, Field, Respond, Mobile Native Apps
151	R	Costs should be associated to assets on the work order and asset costs should be easily reportable from with the system.	X						Office, Field
152	R	Should support capability to dispatch work orders to work crews. Work crews should be able to access and prioritize work orders by multiple attributes.	X						Office, Field, Respond. Mobile iOS and Android cannot

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
153	R	Ability to create work requests from inside the map interface. Ability to view all work activities on a map and label by priority, status, type, etc.	X						Office, Field, Respond, Mobile Native, using Event Layers
154	R	Track relationship between service request and work order.	X						Office, Field, Respond
155	R	Ability for personnel to select and review work requests and work orders using multiple selection and sorting criteria that include all work request, work order fields, and any geographic area available in the enterprise geodatabase.	X						Office, Field
156	R	Ability to view all work activities on a map and label by priority, status, type, etc.	X				X	Work Activities can be color coded by a search, but not labeled	Office, Field
157	I	Ability to attach multimedia files to work order.	X						Office, Field, Respond, Mobile Native
158	I	Ability to organize work orders and associated costs to project with a budget.	X						Office, Field
159	I	Ability to modify (hide, relocate, repurpose, etc.) all fields on end user forms/screens.	X					You can use XML to relocate/repurpose rename/hide/etc.	Office, Field
160	I	Ability to establish required fields so as to ensure data input integrity.	X					Many fields on the user interface can be flagged as required.	Office, Field, Respond
161	N	Ability to assign maintenance scores to work activity types.	X						Office, Field, Respond, Mobile Native Apps
162	R	Must be able to update GIS attributes with fields from the work management system automatically (no manual or scheduled push to GIS).	X					Certain fields can be auto populated to the GIS upon a trigger, such as closing a Work Order.	Office, Field
163	I	Must be able to report on total cost of maintenance for one or many selected assets.	X					Ad-Hoc Reporting or Custom Reporting can be used. In addition, searching tools can be used to provide total costs.	Office, Field, Crystal Reports
164	N	Ability to view work activities on a calendar.	X						Office, Field
165	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display work on a certain date in a specific neighborhood."	X					You can draw a boundary of the neighborhood to accomplish this.	Office, Field
166	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display work on a certain date in a user defined area."	X					You can draw a boundary of the neighborhood to accomplish this.	Office, Field
167	I	Provide escalation process and approvals for emergency and priority requests.	X					This is not an automatic escalation, however using the status field with user defined codes you can Manually Escalate.	Office, Field, Respond
168	R	Notify user upon work order creation that a similar work order for the same asset already exists.	X					An unclosed work order list for the asset is provided on the work order creation screen.	Office, Field

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
169	R	Allow assets without fixed locations to be added to work orders (e.g. right of way mowing).	X					Any asset in the GIS that exists as a point, line, polygon or related object can be added to a work order or inspection.	Office, Field
170	R	Allow work orders to be created and closed without assets tied to them.	X						Office, Field, Respond
171	R	Ability to modify work order type.	X						Office, Field
172	R	Track materials issued to a work order; interface to Inventory module for automated adjustments to inventory levels.	X						Office, Field, Respond, and Mobile Native Apps with Storeroom
173	R	Generate a Work Order that includes maintenance on multiple assets.	X						Office, Field, Respond, Mobile Native Apps
174	R	Generate a single Work Order that includes multiple tasks or activities.	X						Office, Field, Respond, Mobile Native Apps
175	R	Groups associated or nested assets and create a single work order for that group. For example a storm water detention system could consist of multiple assets of different types, so the EAM should allow users to create a work order against the detention system that includes all its associated assets.	X						Office, Field, Respond
176	I	Connect follow-up or subordinate work orders to a primary or original work order.	X					Cityworks has child work orders that link work orders together with the parent-child relationship.	Office, Field
177	I	Ability to group work orders into a "project."	X						Office, Field
178	R	Ability to categorize and enter into system work orders that represent work done for a calamitous (FEMA) event.	X					Categorized for reporting using the project field	Office, Field, Respond
179	I	Ability to assign status to work order as a whole, or to individual tasks or activities within it, update that assignment and check on progress.	X					Yes using the Work Order Status Field, and the Task Status Fields	Office, Field, Respond
180	R	Automatically generate recurring work order based on schedule defined by user, WO or asset type. Allow override of default parameters.	X						Designer setup
181	R	Ability to schedule and assign preventative or routine work orders for future and planned maintenance.	X						Office, Field
182	R	Ability to create standard pick lists of employees, materials, equipment for assignment to work orders.	X					Using defined crews (labor, materials, equipment)	Office, Field, Designer
183	R	Ability to generate a daily work list for staff based on work orders and assigned tasked and estimated time to complete them.	X					This is not based off estimated time to complete. However Cityworks can display this information in a dashboard, through mobile inboxes or reporting that shows the work list assigned to the end-user.	Office, Field, Respond, Mobile Native Apps
184	R	Ability for leads to view activities and status of each crew.	X						Office, Field, Respond

Key Functional Criteria			Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
185	I	Ability to schedule closures; shut downs by date, or by date and time.	X						Office, Field, Respond
186	I	Notification to field crews that an update to a work order has been made.	X					As email triggers from @tags in comments. Cityworks also has 7 Work Order Triggers are that can be activated for notifications.	Office, Field, Respond, Mobile Native Apps
187	R	Provide costs and percent complete of delineated program; i.e. measuring progress on street sweeping.					X	No percent complete on work orders, however units accomplished field or checkbox on asset can be used	
188	E	Capture time entry direct from field staff or via integration to Kronos. Please describe your functionality. The goal would be one point of entry for time capture and leave requests that then automatically feed Payroll and HR, project accounting, and work order activity reporting.			X			Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support these requirements.	
189	R	Capture multiple lines of time entry per work order spanning dates and different employees and Proposers.	X					Cityworks allow for multiple employee labor entries, along with dates, employee names, hours and labor type (overtime, shift differential etc.)	
190	I	Ability to account for non-productive time or time not associated with an asset so that all personnel time is captured for timekeeping interface and labor distribution reports.	X					Cityworks can be configured with any type of work order, such as training, safety meeting or vacation work orders and the employees hours can be added to the work order. This is design and configuration.	
191	I	Ability to collapse the project time tracking detail into categories for payroll purposes: E.g. .5 hours on water main, .5 hours on drain pipe collapses to 1.0 hours regular time for payroll purposes.			X			This would be part of the Cityworks – Kronos integration and would require design and development using the Cityworks API's.	
192	I	Discuss how your application synchronizes after temporarily losing cell data connectivity (e.g. the work is done in the basement with no data coverage).	X					The only piece of software that can be disconnected is Mobile Native iOS and Android	Cityworks Native iOS and Android apps support disconnected use
	R	**Request Management & Call Center**							
193	R	The EAMS software should provide functionality for logging, mapping, and tracking calls for service.	X						Office, Field, Respond
194	R	Ability to define service request types and user defined caller questions, instructions and comments.	X						Designed in Designer (admin)
195	R	Ability to log calls from internal and external customers.	X						Office, Field, Respond
196	R	Ability to turn caller information recorded on a Call Center Work Request into Work Orders.	X						Office, Field, Respond

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
197	R	Ability to select calling customer's address and/or name from list generated from billing application.	X					Data would be synchronized from CIS to Cityworks and placed on a routine schedule. Functionality would require an integration with the CIS (Cayenta)	Office, Field, Respond
198	R	Ability to record information regarding caller if different from property owner.	X					This is standard out-of-the-box functionality.	Office, Field, Respond
199	R	Uses ESRI Geocoding services for address locator, including cross streets.	X						Office, Field, Respond and Esri
200	R	Ability to route request to city staff by geographic layer as defined in the GIS.	X					The City can set up areas of Geographic regions to route the Request	Office, Field, Respond
201	R	Ability to track multiple callers per request.	X						Office, Field, Respond
202	R	System should prompt call taker if there is an open request of the same type in the same general area so as to reduce duplicate effort.	X						Office, Field
203	R	Link multiple Service Orders (generated from citizen requests/complaints) to a single Work Order.	X						Office, Field
204	R	The system must directly interface with Outlook email program so that a work request is easily replicated into an email to send outside the software.	X		X			Emails can be sent directly from Cityworks using email client but it is not integrated with Outlook. Standard Cityworks functionality can be configured to send email notifications on Service Request creation and status changes. Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support this requirements.	Core and email client
205	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all requests in a specific neighborhood."	X				X	The City can draw a boundary of the neighborhood to accomplish this.	Office, Field
206	R	Ability to use all geographic area map services available to perform geospatial queries such as "select and map display all requests in a user defined area."	X					The City can draw a boundary of the neighborhood to accomplish this.	Office, Field
207	I	Provide a web-based portal for the public (external customers) to create and submit requests for service.		X	X			Integration with a third-party software to perform external request submittals. Woolpert has developed a custom service request application that can be provided, or we can integrate with any third-party solution of the City's liking.	

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
208	R	Provide a web-based portal for City employees (internal customers) to create and submit requests for service.	X	X	X			Unless City employees are set-up to use Cityworks, a third-party or custom web portal will need to be deployed to support this functionality.	Office, Field, Respond
209	R	Alerts for multiple service requests for the same asset/feature.	X					The creation of a Work Order in the System shows all open Work Orders on that Asset. Service Request are not associated with assets	Office, Field
210	R	Assign priorities for service requests based on service type, service level, and supporting authorized user overrides.1	X		X			Service Request priorities can be pre-configured based on the Service Request type or the results of the questions / answers of the Service Request entry process. Priorities can be over-written by the user.

Other conditions that may be needed to determine a Service Request priority (service levels, geographic location, etc.) will require custom database trigger development. | |
211	R	Track service requests or work orders by date, geographic area, asset, type, priority, assignment and duration.	X					All of this data could be tracked	Office, Field
212	R	Track all service request costs, both reactive and emergency work. Ability to breakout a priority level for emergency service requests.	X					Service Request could have labor costs. All other costs would go to the work order and be linked to the request	Office, Field
213		Ability to automatically e-mail customer the status of a Customer Service Request as it is processed.	X					Based on certain changes a Customer can be updated by email.	Office, Field, Respond, Mobile Native App
	R	**Billing**							
214	R	Generate report to identify Work Orders that have been flagged as billable.	X					Ad-Hoc Report, Crystal Report, Searching Tools, SSRS	Office, Field, or Crystal Reports
215	R	Integration with ERP Accounts Receivable for invoice creation and distribution.		X				Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support these requirements.	ERP, Cityworks API's
216	R	Support asset planning and budgeting process (e.g. FTE staff level planning to support desired service levels, costs to perform maintenance tasks, etc.).		X	X			Cityworks out-of-the-box functionality doesn't now provide a methodology to perform these items, however because Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support these requirements.	
217	I	Ability from one Work Order to allocate labor and material costs to separate departments for shared projects, cross-billing, chargebacks and facilities.	X					Account Field for Every Labor, Material, or Equipment Entry	Office, Field, Respond, Mobile Native Apps

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
	R	**Reporting**							
218	R	Indicate reporting tools offered. If 3rd party, list Proposer. Discuss integration to core suite and strategy to stay current with version releases.	X					Cityworks has its own ad-hoc search/report tool. However Crystal Reports Runtime is also built in and supported. The City would just need a copy of Crystal Reports to create the actual report so it can be uploaded and used by everyone with permissions. However many other reporting tools have also been used through ODBC connection like SQL Server Reporting Services, or MS Access.	Office, Field
219	R	Describe data output formats (e.g. XML, Excel, CSV, etc.)	X					Excel or a printed PDF, eURL for Map Reports. eURL is an add-on	
220	R	Search and report on all fields in database, including user-defined fields, with ability to organize, summarize, sort, and sub-total in a variety of ways.	X					Cityworks Search tool for Ad-hoc Search and Reports	Office, Field
221	I	Intuitive ad hoc query and reporting for users with wild card search and drop down lists. Search, sort, set report parameters (e.g. date ranges). Allows easy access to the data for report and query generation without the need for a programming specialist.	X					Cityworks Search tool for Ad-hoc Search and Reports	Office, Field
222	R	Reporting by date range and combinations of other parameters.	X					Cityworks Search tool for Ad-hoc Search and Reports	Office, Field
223	I	Customer-defined exception reporting.		X	X			Cityworks out-of-the-box functionality doesn't now provide a methodology to perform this item, however because Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support this requirement.	
224	R	Save a query as a report on desktop or to a library in the system for re-use in future.	X					Save Search	Office, Field
225	I	Modify report templates or standard reports and save new format for use in the future.	X					Crystal Report Templates	Office, Field, and Crystal
226	I	Access reports through graphical dashboard display.	X					Inbox uses saved searches for graphical reporting	Office, Field, Respond
227	I	Executive Dashboard tailored to each user. Describe.	X					Inbox user can have their own custom reports and searches	Office, Field, Respond

		Key Functional Criteria	Proposer Response					Comments	Applicable Module(s)
			Y	3P	C	F	N		
228	N	Ability to integrate EAM dashboard parts into an Enterprise dashboard		X	X			Cityworks out-of-the-box functionality doesn't now provide a methodology to perform this items, however because Cityworks has an open architecture and has API's, integrations along with custom application development can be created to support this requirement.	
229	I	Ability to generate -, track and report on key performance indicators, accomplishments, variances, failures and issues.	X					Cityworks Analytics is an Add-on application	Cityworks Analytics
230	I	Built-in graph and charting capabilities.	X					Inbox or Cityworks Analytics	Office, Field, Respond, Cityworks Analytics
231	N	Drill down from report line item to detail transaction level.	X					In a chart in Inbox you can Drill down 1 level to the Activity (SR, WO, Insp, etc.) then open the activity and see everything inside.	Office, Field
232	N	Search on comments fields.	X						Office, Field
233	I	Ability to report staff time across at least two dimensions: the activity performed and the project the activity was completed on.	X					You would need to fill out the appropriate fields	Office, Field, Respond

Appendix C
Signed General Terms and Conditions / Exceptions

On the following pages, we have included a signed copy of the City's general terms and conditions as well as our exceptions.

Supplier Response Form

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

1.01   BIDDER ADDRESS: The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.

1.02   DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.03   PACKING SLIPS: It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.04   PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

1.05   TOTAL BID DISCOUNT: If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

1.06   BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.

1.07   VARIANCES: For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

1.08   NO BIDS: If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

1.09   MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than $1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.
WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.
HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.
NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.
ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10   MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11   SCRUTINIZED COMPANIES
Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12   DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS
The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II   DEFINITIONS/ORDER OF PRECEDENCE:

2.01   BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02   SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III   BIDDING AND AWARD PROCEDURES:

3.01   SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02   MODEL NUMBER CORRECTIONS: If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

3.03   PRICES QUOTED: Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

3.04   TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

3.05   WARRANTIES OF USAGE: Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

3.06   APPROVED EQUAL: When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

3.07   MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS: The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

3.08   MISTAKES: Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.

3.09   SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

3.10   LIFE CYCLE COSTING: If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.

3.11   BIDDING ITEMS WITH RECYCLED CONTENT: In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

3.12   USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

3.13   QUALIFICATIONS/INSPECTION: Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

3.14   BID SURETY: If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

3.15   PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT: The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16   PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17   RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered <u>when applicable</u>: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18   LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19   BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/protestordinance.pdf

PART IV BONDS AND INSURANCE

4.01   PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02   INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01   COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
-    Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
-    All City Departments being advised to refrain from doing business with the Bidder.
-    All other remedies in law or equity.

5.02   ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03   SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).

5.04   ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05   OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06   VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07   INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08   INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09   TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

5.10   TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

5.11   **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

5.12   **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

5.13   **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

5.14   **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

5.15   **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

5.16   **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1.   The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2.   The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3.   If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

5.17   **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

5.18   **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.19   **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.

5.20   **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

5.21   **LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22   **PUBLIC RECORDS**
        IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002,

PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **John_C**

Password [   ] *

Save   Take Exception   Close

* Required fields

Exceptions

Woolpert has reviewed the terms of the RFP and contract terms and generally finds the terms to be acceptable although Woolpert would like to have the opportunity to request the following clarifications or modifications if fortunate enough to be awarded a contract. Woolpert is open to discussing alternatives and is confident that the parties will be able to develop and agree on mutually acceptable terms.

- **Software –** Please include language in a resulting contract that in the event that the Successful Offeror is not the developer of the software, that the City will enter into a software license directly with the third party software provider for the software selected by the City contained in the Successful Offeror's proposal and that all matters pertaining to performance, warranties, and guarantees applicable to the software, support, and maintenance, shall be between the City and the software provider as provided in the software license or support and maintenance agreement between the City and the software provider whereas all matters pertaining to performance, warranties, and guarantees applicable to implementation and integration services shall be as provided in the services agreement between the City and the Successful Offeror.
- **RFP, Section 2.34, page 13/Sample Contract, Section VI(I), page 6** – As the deliverables will include software and routines, please revise the provisions to provide that the Successful Offeror and the software provider shall retain sole ownership rights to their software and routines although the City shall receive a non-exclusive limited license to such items as provided in a license agreement entered into between the parties.
- **General Conditions, Section 5.08**, **page 80/Sample Contract, Section VI**, **page 3** – Liability for indemnification should be tailored to a party's ability to control the risk. Woolpert can agree to indemnify and hold the City harmless from claims, damages, liabilities, and costs, (including reasonable defense attorney's fees), to the extent caused by the negligence, willful misconduct, or intellectual property right infringement by Woolpert. Please revise the provisions accordingly.
- **Sample Contract, Section VI(T)**, **page 9** – The concern is that the provision could be interpreted to permit the City to obtain all of the deliverables, breach, and only owe the Contractor $1,000, which is not the intent of provision. Please add language that clarifies that the provision is not intended to apply to the cost of services and deliverables including overhead and profit for services and deliverables provided to the City and that the City shall be responsible for payment for the contractual cost of such items notwithstanding the limit of liability specified in Section VI(T).

Appendix E
Cityworks License and Maintenance Agreement

CITYWORKS®
LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and [＿＿＿＿＿＿＿＿], using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1   **Definitions.** The terms used are defined as follows:

   a.   "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

   b.   "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.

   c.   "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.

   d.   "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.

   e.   "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.

   f.   "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.

   g.   "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.

   h.   "Documentation" means all user reference documentation that is delivered with the Software.

   i.   "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.

j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.

l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.

m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.

n. "Preview" means any alpha, beta, or prerelease Product.

o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.

q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.

r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.

s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 -- Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.

b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.

c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3   Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4   Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1   Permitted Uses

a.   For Products delivered to Licensee, Licensee may:

  1. Install and store Products on electronic storage device(s);
  2. Make archival copies and routine computer backups;
  3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
  4. Move the Software in the licensed configuration to a replacement Server.

b.   Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [*Licensee will insert the actual copyright date(s) from the source materials*] Azteca Systems, LLC. and its licensors. All rights reserved."

c.   *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2   Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

a.   Sell, rent, lease, sublicense, lend, assign, or time-share Products;
b.   Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
c.   Act as a service bureau or Commercial ASP;
d.   Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
e.   Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
f.   Redistribute Authorization Codes;
g.   Reverse engineer, decompile, or disassemble Products;
h.   Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;

i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;

j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;

k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;

l. Unbundle or independently use the individual or component parts of Software or Online Services;

m. Incorporate any portion of the Software into a product or service that competes with the Software;

n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or

o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1.   This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2.   Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3.   Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4.   In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5.   Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6.   If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7.   If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8.   The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems

shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1   Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2   Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3   Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4   General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5   Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6   If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1   Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES;

INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2   General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3   Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1   Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

    a.   Licensee promptly notifies Azteca Systems in writing of the claim;
    b.   Licensee provides documents describing the allegations of infringement;
    c.   Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
    d.   Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2   If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3   Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed

in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11   Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12   Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13   Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14   Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC   **[ENTITY NAME]** – (LICENSEE)

By:_____   By: _____

Name: Brian L. Haslam_____   Name: _____

Title: President - CEO_____   Title: _____

Date:_____/_____/_____   Date:_____/_____/_____

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	[Licensee]	
	Attn:	
	Phone	
	E-mail	

3. **Delivery Date/Effective Date of Software**

   MM/DD/YYYY

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1		$
Period 2		$
Period 3		$

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2
STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1.　　**MAINTENANCE & SUPPORT**: Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

　　1.1.　　Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

　　1.2.　　Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:
   (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
   (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
   (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

　　1.3　　The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:
   (a)　　Support for applying or installing upgrades and service packs;
   (b)　　Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
   (c)　　Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
   (d)　　Licensee Data debugging and/or correcting;
   (e)　　Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
   (f)　　Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
   (g)　　Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
   (h)　　Questions such as configuration, implementation and walk-throughs.

　　1.4　　Support Periods are renewable unless terminated as provided in Section 4 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5.   Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6.   **Authorized Callers**. Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7.   **Cityworks Online Support and Customer Portal**. Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at http://www.mycityworks.com.

2.   **PROCEDURES FOR ACCESSING SUPPORT:**

2.1.   All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2.   Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day

2.3.   For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4.   After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5.   Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance**. Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement**: Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers**: No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems

ADDENDUM #3
THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;

2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;

3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;

4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;

5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;

6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;

7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;

8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and

9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

_____
Third Party Contractor Name (Print)

By:_____
Authorized Signature
Date: _____

Appendix F
Assetic Terms and Conditions of Business

ASSETIC TERMS AND CONDITIONS OF BUSINESS

Welcome to Assetic, a leading Strategic Asset Management (SAM) software and services platform for customers with large scale asset portfolios. These Terms and Conditions of Business (**Terms**) explain our obligations as a service provider and your obligations as a customer. Please read them carefully.

These Terms apply to (a) our software products (including "Applications", "Asset Classes", "Modules", "Integration Plugins" and "Integration Modules") ("**Software**"), (b) our hosted services ("**Hosted Services**") and (c) our implementation, consulting and managed services ("**Professional Services**") as specified in an Order Confirmation, and to your use of each of them. These Terms include any document referred to in them, including an Order Confirmation (as defined below), information, user guides and other documentation that we produce in respect of our products and services ("**Documentation**") and our Privacy Policy [http://www.assetic.com/privacy-policy].

These Terms are binding on any use of the Software, Hosted Service or Professional Services of Assetic Australia Pty Ltd, Assetic Canada, Inc. or Assetic, Inc., as applicable (**us, we, our** or **Assetic**) and apply to you from the earlier of (a) acceptance of an Order Confirmation (as defined below) by us and you (including electronic execution), and (b) the time that Assetic provides you with access to the Software, Hosted Service or Professional Services.

Assetic's Software, Hosted Service and Professional Services are continuously evolving, with regular Updates (as defined in Section 3) made available. Assetic reserves the right to change these terms at any time, effective upon the posting of modified terms. If a revision meaningfully reduces your rights, we will notify you of the change by sending an email to the address we have on record for you and via a notice on the Hosted Service itself. If we modify these Terms during the Initial Term and we have agreed to fixed obligations for you for the Initial Term in an Order Confirmation, the modified version of these Terms in respect of those fixed obligations will be effective at the end of the Initial Term.

By registering to use or using the Software, Hosted Service or Professional Services you acknowledge that you have read and understood these Terms and have the authority to act on behalf of any person for whom you are using the Service. If you are agreeing to these terms as an individual "**you**" refers to you individually. If you are agreeing to these terms as a representative of an entity, you represent that you have the authority to bind that entity and "**you**" refers to that entity. If you do not agree with all of these terms, do not access or otherwise use the Software, Hosted Services or Professional Services.

These Terms were last updated on 30 June 2016

1. USE AND ORDERING OF SOFTWARE, HOSTED SERVICES AND PROFESSIONAL SERVICES

Ordering Direct. You can order Software, Hosted Services or Professional Services by requesting an order online or in person to an Assetic representative and selecting from the alternative ways in which Software, Hosted Services and Professional Services can be provided, such as the modules and number of users you require ("**Order**"). We will send you an order confirmation ("**Order Confirmation**") to indicate our acceptance of your Order. The Order Confirmation incorporates these Terms.

Reseller Orders. These Terms apply whether you purchase our Software, Hosted Services or Professional Services directly or through an Assetic authorized reseller (Reseller). If you purchase through a Reseller, your Order is as stated in the Order placed by the Reseller for you, and the Reseller is responsible for the accuracy of any such Order. Resellers are not authorized to make any promises or commitments on Assetic's behalf, and we are not bound by any obligations to you other than what we specify in these Terms or in any Order Confirmation.

Administration. You must nominate your contacts and their contact details in an Order so that we or a Reseller can communicate with you, and you must notify us if these details change. If so specified in an applicable Order Confirmation, you will be able to authorize one or more people to operate your user account, and to use the Software and Hosted Services. You accept responsibility for the actions of each person that you authorize or enable to operate your user account, or to use the Software and Hosted Services.

Software – Customer Hosted. Where your Order Confirmation is in respect of customer hosted Software, subject to the provisions of these Terms, we grant you a non-exclusive and non-transferable license (with no right to sublicense) to install and use Software for the Term. In respect of such Software:

a. You are responsible for installing and implementing the Software and any Updates, unless you have elected to acquire Professional Services which include implementation services.

b. You may create copies of the Software to the extent reasonably necessary to install and operate the Software for use in accordance with these Terms, and to create backup and archival copies to the extent reasonably required in the normal operation of your systems. All such copies must include a

reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Software.

c. You are responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Confirmation on which, or in connection with which, the Software will be used.

Assetic Hosted Services. Where your Order is in respect of Hosted Services, subject to the provisions of these Terms, we grant you a non-exclusive and non-transferable right to access and use the Hosted Services for the Term. In respect of such Hosted Services:

a. You acknowledge and agree that we may make changes to the Hosted Services from time to time, such as changing, adding and removing functions.

b. You acknowledge and agree that the Hosted Services may be unavailable from time to time due to maintenance activities, technical problems, or other circumstances beyond our reasonable control.

c. You acknowledge and agree that you are responsible for taking steps to ensure that the means by which you access and use the Hosted Services do not expose your computer systems and other devices to viruses, worms and other malicious code.

Professional Services. Subject to the provisions of these Terms, we will provide you with the Professional Services set out in an applicable Order Confirmation. We may subcontract the performance of any Professional Services or any support and maintenance services, but we will remain responsible to you for the delivery of those services. Unless stated otherwise in an Order Confirmation, we will retain all rights, title and interest in and to any materials (including software, documentation, deliverables, modifications, enhancements and derivative works) ("**Service Materials**") that are created by us or on our behalf in connection with any Professional Service or other products or services that we provide to you. To the extent that the ownership of any contribution by you or your employees or contractors to the creation of the Service Materials is not, by operation of law or otherwise, vested in Assetic, you hereby assign and agree to assign to us all right, title and interest in and to such Service Materials, including without limitation all the Intellectual Property Rights (as defined in Section 5) therein, without the necessity of any further consideration, and you will cause your employees and contractors to do the same and waive all their moral rights in such Service Materials upon our request. Any Service Materials that we provide to you must only be used by you in relation to the applicable Software or Hosted Services, and your use of Service Materials is subject to the same terms and conditions that apply to the applicable Software or Hosted Services.

2. YOUR OBLIGATIONS

Restrictions. You shall be solely responsible for your actions and the actions of your users while using the Software and/or Hosted Services. Unless expressly stated otherwise in these Terms or your Order Confirmation:

a. you and your users may only use the Software and the Hosted Services in the Territory (defined in your Order Confirmation) for your internal business purposes, and the only users you may authorize to use the Software and the Hosted Services (are your staff and your contractors;

b. you and your users must not use the Software or the Hosted Services to provide services to another person, or allow the Software or the Hosted Services to be used by any person through any outsourced service provision, timesharing, managed service or any similar kind of arrangement, or incorporate or combine any Software or Hosted Service in any product or service that you provide to any person;

c. you and your users must not license, sub-license, reproduce, modify, create derivative works of, sell, exploit, rent, lease, transfer, assign, distribute or disclose the Software or the Hosted Services or any part of them;

d. you and your users must not modify, reverse engineer, disassemble, decompile, reverse compile or otherwise try to access or reproduce the operation of the Software or the software used to provide the Hosted Services;

e. you and your users must not modify, attack, disrupt or circumvent any software, technology or other material used by us to provide or control access to the Software or the Hosted Services;

f. you and your users must maintain and not alter or remove any copyright, trademark or other protective notice in the Software and/or Documentation or in any copy of or any component of either of them, and

g.   you must not directly or indirectly assist or permit any other person to do any of these things.

Your Systems. You are responsible for (a) obtaining, deploying and maintaining your internal website(s), servers and other equipment and software used in the conduct of your business, and all computer hardware, software, modems, routers and other communications equipment necessary for you and your users to access and use the Hosted Services; (b) contracting with third party ISP, telecommunications and other service providers to access and use the Hosted Services via the Internet; and (c) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in these Terms or an Order Confirmation, we shall not be responsible for supplying any hardware, software or other equipment to you under these Terms.

3.   OUR OBLIGATIONS

Support. We will provide support services in relation to Software and the Hosted Services during the Term according to the support plan described in the applicable Order Confirmation and in Assetic's Support Services Policy [http://assetic.com/support_policy]. We may change our Support Services Policy from time to time but any such change will only take effect from the commencement of your next Renewal Term (as defined below). Any additional software that we provide to you in connection with our support services for Software (including minor and major releases or updates, patches, fixes, modifications, etc.) ("**Updates**") will be deemed to be Software for the purposes of these Terms.

Availability. We will use commercially reasonable endeavors to make the Hosted Services available 24 hours a day, seven days a week, except for planned maintenance carried out during our maintenance window, unscheduled maintenance that we determine is required urgently or for circumstances beyond our reasonable control. TO THE EXTENT PERMITTED BY LAW, WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE AVAILABILITY OF THE HOSTED SERVICES OR THAT THE HOSTED SERVICES OR THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, AND WE MAKE NO REPRESENTATION OR WARRANTY IN RELATION TO THE SUITABILITY OF THE HOSTED SERVICES OR THE SOFTWARE FOR USE BY YOU OR YOUR USERS.

4.   CONFIDENTIALITY AND DATA PROTECTION

Confidentiality. Except to the extent permitted or required by these Terms, each party must not use or disclose any of the other party's Confidential Information. You acknowledge and agree that we may use your Confidential Information for the purpose of performing our obligations to you under these Terms or as otherwise permitted by these Terms. Each party may also disclose Confidential Information when required to do so by law or any regulatory authority, and to its representatives whose duties reasonably require such disclosure, provided the disclosure is made on a confidential basis to the extent possible. **Confidential Information** of a party (**Discloser**) means information treated by the Discloser as confidential or which the other party (**Recipient**) knows (or ought to know) is confidential, and which is disclosed by the Discloser to the Recipient, whether before or after the acceptance of these Terms, as well as all notes and other records prepared by the Recipient based on or incorporating that information; but excludes information that: is in or subsequently enters the public domain other than as a result of a breach of confidentiality by the Recipient or any of its permitted disclosees; is lawfully obtained by the Recipient from another person entitled to disclose such information; or is independently developed by the Recipient

Data. We will treat any material that is uploaded by you or your users in the course of use of the Hosted Services ("**Your Data**") as your property. The term "Your Data" includes text, data, photos, video, audio and anything else that you upload or transmit using the Hosted Services. You grant us a non-exclusive, worldwide, royalty-free and irrevocable licence and right to collect, use, copy, store, transmit, modify and create derivative works of Your Data for the purpose of providing the Hosted Services to you, as required for benchmarking, analysis and the enhancement of the Software and Hosted Services and as otherwise permitted by these Terms. Your Data will be held in encrypted format at all times in the hosted servers to maintain confidentiality and ensure security of Your Data. You agree that we may disclose Your Data to our service providers and transmit Your Data to and from our service providers, and you agree that those service providers can also store and transmit Your Data, for purposes permitted by these Terms.

Data protection and use of third parties. We are, and we will ensure that we only use third parties to host the software and to transmit and store the data (including Your Data) if those third parties are compliant with ISO27001 and any other security measures as specified in the relevant Order Confirmation. We will at all times use the protective security measures as set out in our Technical FAQs available at [https://assetic.app.box.com/v/TechnicalFAQs], but do not make any representation or warranty that these measures will be effective at all times. You agree that your use of the Hosted Services involves use of systems, networks and facilities that are not owned, controlled, managed or operated by us and that provided we comply with our protective security measures in our Technical FAQs, we are not responsible if any of Your Data is lost, corrupted, intercepted, stored or accessed

across these systems, networks and facilities. The use of, or connection to, the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Hosted Services and Your Data. We cannot and do not guaranty the privacy, security, integrity or authenticity of any information transmitted over or stored in any system connected to or accessible via the Internet or otherwise or that any such security precautions will be adequate or sufficient.

Compliance with laws. We agree to comply with our privacy policy which forms part of these Terms. You agree that you and your users must comply with all applicable laws (including data protection laws) in connection with the use of the Software and the Hosted Services. You agree that you are solely responsible for considering and complying with your obligations to third parties and your obligations under all applicable laws, including notifying and obtaining the consent of third parties (where applicable), in relation to your use of the Hosted Services, and the use, transfer and disclosure of Your Data as contemplated by these Terms. By uploading Your Data, you represent and warrant to us that Your Data and its transmission and use by us and our service providers as contemplated by these Terms will not contravene any laws and that you have the necessary rights, consents and licences to make Your Data available to us to deal with as contemplated by these Terms. We neither endorse the contents of Your Data nor assume any responsibility for any offensive material contained therein, any infringement of third party Intellectual Property Rights (as defined in Section 5 below) arising therefrom or any crime facilitated thereby. We may remove any violating content posted or stored using the Hosted Services or transmitted through the Hosted Services, without notice to you. Nothing in these Terms restricts us from disclosing Your Data if we are legally required or compelled to do so by a court, a government authority or some other body with the legal authority to compel disclosure.

Data indemnity. You shall indemnify, defend and hold us harmless in respect of any loss, expense, liability or damage of any nature or kind which we suffer in connection with Your Data, including any claim brought by a third party that alleges that Your Data, or your or your users' use of the Hosted Services infringes any intellectual property or other right of a third party, or contravenes any law. This indemnity includes you indemnifying for all legal expenses reasonably incurred by us, and is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of your use of our products and services. We do not need to incur expense or make any payment before enforcing this right of indemnity.

Backups and retention. Although we use backup procedures in relation to our Hosted Services, we do not make any representation or warranty that these measures will be effective at all times. We recommend that you keep backups of any material that you upload. You acknowledge and agree that we have no obligation to retain Your Data following the end of the Term and that Your Data may be irretrievably deleted by us any time after sixty (60) days following the expiry or termination of your use of our products and services.

Feedback and other data. If you provide us with any suggestions, questions, requests, comments or ideas in relation to the Software, Hosted Services or Professional Services ("**Customer Feedback**"), you agree that we may (but have no obligation to) use, exploit, reproduce and disclose that Customer Feedback (including any Intellectual Property Rights or other proprietary rights which may exist in that Customer Feedback) in any way whatsoever, without any restriction or any obligation to you, and without any obligation to pay you any royalty, fee or any other amount. If you choose to give us Customer Feedback, it will not be Your Data or your Confidential Information for the purposes of these Terms. We may compile statistical, usage and performance information related to the provision of the Hosted Services including the general characteristics of the material uploaded by you in the course of your use of the Hosted Services. We may use that information and material to improve our products and services, as reasonably required for benchmarking and analysis, to create new products and services, and for marketing purposes. We will only use information and material that does not identify you for this purpose.

5.   INTELLECTUAL PROPERTY RIGHTS.

Exclusive property of Assetic. You agree that any and all Intellectual Property Rights and other proprietary rights that subsist in or arise in connection with the Software, the Documentation or the Hosted Services, including Updates and modifications to any of them, anywhere in the world, are our exclusive property. You have no right in or to the Software, the Documentation or the Hosted Services apart from the rights expressly granted to you by these Terms and any rights granted by law which cannot be excluded by contract with you. We warrant to you that we have the right to grant the licences referred to in these Terms in the Territory.

IPR definition. In these Terms, **Intellectual Property Rights** means all rights in or to any patent, invention, copyright, work, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or

to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights.

6. TERM AND TERMINATION.

Term. The term for which you are permitted to use the Software, Hosted Services or Professional Services shall be as specified in an Order Confirmation (**Term**) and shall include a minimum initial term commencing on the date of an Order Confirmation (**Initial Term**) and renewal terms (**Renewal Term**).

Renewal. IMPORTANT NOTICE: AFTER THE INITIAL TERM, AND FOLLOWING THE END OF EACH SUBSEQUENT RENEWAL TERM, UNLESS OTHERWISE SPECIFIED IN AN ORDER CONFIRMATION, THE TERM OF THIS AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR A FURTHER RENEWAL TERM AS SPECIFIED IN THE ORDER CONFIRMATION. IF YOU HAVE PROVIDED US WITH DIRECT DEBIT AUTHORIZATION, THE FEES FOR THE RENEWAL TERM WILL AUTOMATICALLY BE DEDUCTED FROM YOUR NOMINATED BANK ACCOUNT AT THE COMMENCEMENT OF THE RENEWAL TERM UNLESS YOU HAVE AGREED A PAYMENT PLAN WITH US, IN WHICH CASE YOUR PAYMENT PLAN WILL ROLLOVER AND CONTINUE FOR THE RENEWAL TERM. IF YOU DO NOT WANT THE TERM TO AUTOMATICALLY RENEW FOR A FURTHER RENEWAL TERM, YOU MUST NOTIFY US AT LEAST 30 DAYS BEFORE THE START OF THE NEXT RENEWAL TERM.

Suspension for breach. We may suspend your access to the Software, Hosted Services or Professional Services if we reasonably believe that you or your any of your users have breached these Terms. Any suspension pursuant to this clause will not entitle you to any refund, credit or right to terminate these Terms.

Termination for material breach. Either party may terminate their obligations pursuant to these Terms at any time immediately, or at such later date as that party chooses, by written notice to the other party if (a) the other party materially breaches these Terms and fails to remedy such breach within 30 days after receipt of notice from the first party specifying the breach and requiring it to be remedied; or (b) if the other party materially breaches these Terms and the breach is incapable of remedy; or (c) if you infringe our Intellectual Property Rights; or (d) if the other party is subject to an Insolvency Event. In these Terms, **Insolvency Event** means in relation to a party, where that party becomes subject to any form of insolvency administration; ceases to carry on business; ceases to be able to pay its debts as they become due; any step is taken by a mortgagee or chargee to take possession or dispose of the whole or part of the that party's assets, operations or business; any step is taken to enter into any arrangement between that party and its creditors; or where any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person in respect of the whole or part of that party's assets, operations or business. A breach of these Terms by one of your users shall be deemed a breach of these terms by you.

Cease use. Upon termination or expiration of the Term for any reason, you and your users must cease all use of the Software, the Hosted Services and the Documentation. Within 30 days after termination or expiration of the Term, you must, at our election, either destroy or return to us all copies of the Software, Documentation and our Confidential Information then in your possession, custody or control.

7. FEES

Usage fees. Your Order Confirmation will set out the fees and other charges payable by you ("**Fees**") for use of Software, Hosted Services and in respect of any Professional Services. The Fees may be fixed for the Initial Term as specified in an Order Confirmation. After the Initial Term, an Order Confirmation may provide for the basis on which the Fees will increase. If the Order Confirmation does not so provide, the Fees may be increased in accordance with Assetic's standard pricing approach and Assetic will notify you of such increases.

Fees where sale by Reseller. If you purchase any Software, Hosted Services or Professional Services through a Reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may terminate your rights to use such products if we do not receive our corresponding payment from the Reseller.

Initial fees. If specified in an Order Confirmation, fees may be payable upfront prior to commencement of a Software license or access to the Hosted Services. If so, once we have received any initial Fees, we will provide you with the applicable license keys (for Software) and login details (for Hosted Services) by sending these to the primary contact email address nominated on the Order. You acknowledge that your right to use any Software or Hosted Service is conditional upon us having received payment of Fees specified in an Order Confirmation.

Payment terms. You agree to pay all Fees in accordance with these Terms and any Order Confirmation. If no payment terms are specified in an Order Confirmation, the Fees must be paid within 30 days from the date of receipt of an applicable invoice. Except as expressly provided in these Terms or in any Order Confirmation,

and to the extent permitted by law, all Fees and any other amounts paid or payable under these Terms or any Order Confirmation are non-refundable, non-cancellable and not subject to any credits.

Direct debit. If you have authorized us to direct debit your Fees from your nominated bank account, your Fees will automatically be deducted from your nominated bank account on the commencement date specified in your Order Confirmation and in accordance with clause 6 for any Renewal Term, unless you have agreed a payment plan with us, in which case the Fees will be deducted in accordance with that agreed payment plan.

No set off. All amounts payable under these Terms must be paid in full without set-off, deduction or other withholding of any amount. Should you be required by any law or regulation to make any deduction on account of tax or otherwise on any sum payable under these Terms, the sum payable will be increased by the amount of such tax to ensure that we receive a sum equal to amount to be paid under these Terms.

Sales tax. If any sales tax, value added tax or goods and services tax ("**Sales Tax**") is payable on any supply made under these Terms by us to you, you must pay to us the amount of the Sales Tax, subject to receipt of a valid invoice.

Usage limits. The Order Confirmation may specify certain limits ("**Usage Limits**") in relation to your use of the Software or Hosted Services (such as the maximum number of users in both cases, and in the case of Hosted Services, certain data or storage limits). If these Usage Limits are exceeded at any time, you agree to pay us any additional Fees that are set out in the Order Confirmation.

8. LIABILITY.

Performance warranty. We warrant that (i) the Software and Hosted Services shall perform materially in accordance with the requirements and specifications agreed in these Terms and any Order Confirmation and (ii) except as otherwise provided in these Terms, the functionality of the Software and Hosted Services will not be materially decreased during the Term. For any breach of either such warranty, your exclusive remedy shall be the re-supply of the Software or Hosted Services, or a refund of a reasonable amount of Fees to compensate for the decreased functionality, at our option.

Capacity warranty. Each party represents and warrants that it has the legal power to enter into these Terms.

DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES INCLUDING ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIABILITY CAP. TO THE EXTENT PERMITTED BY LAW, OUR CUMULATIVE LIABILITY TO YOU IN RESPECT OF ALL CLAIMS MADE BY YOU UNDER OR IN CONNECTION WITH THESE TERMS, WHETHER ARISING OUT OF BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER TORT, MISREPRESENTATION, UNDER STATUTE OR OTHERWISE, WILL NOT EXCEED IN THE AGGREGATE THE AMOUNT PAID BY YOU TO US FOR SOFTWARE, HOSTED SERVICES AND PROFESSIONAL SERVICES IN THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM.

NO CONSEQUENTIAL LOSS LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA, LOSS ARISING FROM INTERRUPTION TO BUSINESS, LOSS OF GOODWILL OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, MISREPRESENTATION OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Definition of Claim. In these Terms, **Claim** means claim, cause of action, suit, proceedings, judgment, debt, fine, penalty, damage, loss, cost, expense or liability of any kind.

9. GENERAL.

Disputes. All disputes arising out of these Terms must be referred within fourteen (14) days of the dispute to a senior executive appointed by both parties, who must together meet with the view to resolving the dispute. If the dispute is not resolved within seven (7) days of that meeting, the managing directors, CEOs or equivalent of both parties will meet to resolve the dispute, and if the dispute is still not resolved then the matter will be referred to mediation within 7 days of the date of the last meeting. If a matter is referred to mediation, such mediation may occur electronically by video link or otherwise will be held in King County, State of Washington, United States if you are located in Canada or the United States, in Melbourne, the State of Victoria, Australia if you are located outside Canada and the United States, or such other place as may be agreed by the parties. The parties agree to share equally the costs of the mediator, and both parties may be represented by a duly qualified legal practitioner. Either party may commence court proceedings relating to any dispute arising from the agreement at any time where the party seeks urgent interlocutory relief.

Force majeure. Neither party shall be responsible for failure or delay of performance of an obligation if caused by (i) an act of war, terror, hostility or sabotage, (ii) an act of God, flood, fire or earthquake, (iii) electrical, Internet, or telecommunication outage or any other problem that is not caused by the obligated party, (iv) government restrictions (including the denial or cancellation of any license), or any other event outside the reasonable control of the party with that obligation ("**Force Majeure Events**"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. If such event continues for more than thirty (30) days, either party may terminate the Term upon written notice. This clause does not excuse either party of its obligations to take reasonable steps to mitigate the effects of a Force Majeure Event.

Notices. Any notice or communication given to a party under these Terms is only given if it is given in writing and either (i) delivered or posted to the party at its address and marked for the attention of the relevant department of officer, or (ii) faxed or sent by email to the party at its fax number or email address, or (iii) delivered by Assetic through the Hosted Service. If a party gives the other party 3 business days' notice of a change of its address, email address of fax number, any notice or communication is only given by that party if it is delivered, posted, emailed or faxed to the latest address, email address or fax number. Any notice or communication is to be treated as given at the following time: If it is delivered, when it is left at the relevant address; if it is sent by post, 2 (or in the case of a notice or communication posted to another country, 5) business days after it is posted; if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; if it is sent by email, as soon as the sender sends the email without indication of a subsequent sending error or rejection response; and if it is sent through the Hosted Service, at the time of posting. However, if any notice or communication is given on a day that is not a business day, or after 5pm on a business day in the place of the party to whom it is sent, it is to be treated as having been given at the beginning of the next business day.

U.S. Government Customers. If you are a Federal Government entity, Assetic provides the Software and Hosted Services, including related software and technology, for ultimate Federal Government end use solely in accordance with the following: Government technical data rights include only those rights customarily provided to the public with a commercial item or process and Government software rights related to the Software and Hosted Services include only those rights customarily provided to the public, as defined in these Terms. The technical data rights and customary commercial software license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually acceptable written addendum specifically conveying such rights must be included in these Terms.

Export. The Software and Hosted Services utilize software and technology that may be subject to United States, Canadian and foreign export controls. You must comply with those controls and laws. Without limiting the foregoing, you acknowledge and agree that the Software and Hosted Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, **Embargoed Countries**), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software and/or Hosted Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Software and Hosted Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. You agree to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. We and our licensors make no representation that the Hosted Services are appropriate or available for use in other locations. You may not use any information acquired through the use of the Software or Hosted Services, for nuclear activities, chemical or biological weapons, or missile projects.

Entire agreement. These Terms (and any documents or web links incorporated by reference) are the entire agreement between us and you regarding the Software, Hosted Services and Professional Services and supersede all prior agreements, discussions, and representations regarding the subject matter hereof.

Severability. If any provision of these Terms shall be deemed invalid, illegal, void or for any reason unenforceable, that provision shall be deemed to be severable and shall not affect the validity or enforceability of any other provision.

Independent contractors. The parties are independent contractors and these Terms do not create a relationship of employment, agency, joint venture or partnership between the parties.

No assignment. You may not, whether by merger, acquisition, sale of assets, operation of law, or otherwise, assign your rights or delegate your obligations under these Terms without our prior written consent.

Amendment must be in writing. An amendment of these Terms by you may only be agreed in writing signed by us.

No waiver. The failure of either party to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Governing law. If you are located in Canada or the United States, these Terms and the rights and obligations of the parties to and under these Terms shall be governed by and construed under the laws of the United States and the State of Washington. If you are located outside of Canada and the United States, these Terms and the rights and obligations of the parties to and under these Terms shall be governed by and construed under the laws of the State of Victoria, Australia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms. Any disputes arising out of or in connection with these Terms, including but not limited to any question regarding its existence, interpretation, validity, performance or termination, or any dispute between the parties arising from the parties' relationship created by these Terms, shall be heard in the state and federal courts located in King County, State of Washington if the laws of the United States and the State of Washington apply, or in the courts of Victoria, Australia if the laws of the State of Victoria, Australia apply, and the parties hereby consent to the exclusive jurisdiction and venue in such courts.

Survival. The following provisions will survive any termination or expiration of the Term: confidentiality and data protection, intellectual property rights, fees, liability, and general.

Definitions. Terms which are capitalized but which are not defined in these Terms have the meaning given to them in the Order Confirmation.

Language. The Parties have expressly agreed that this agreement and all ancillary agreements, documents or notices relating thereto be drafted solely in the English language. Les parties aux présentes ont expressément convenu que ce accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.

Miscellaneous. In these Terms, unless the contrary intention appears: (**laws**) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements; (**person**) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity; (**singular, plural and gender**) the singular includes the plural and vice versa, and a gender includes other genders; (**headings**) headings are for ease of reference only and do not affect interpretation; (**executors, administrators, successors**) a reference to a party is to either your or us (or both), and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes; (**grammar**) another grammatical form of a defined word or expression has a corresponding meaning; (**meaning not limited**) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; (**time**) a reference to time is a reference to time in Toronto, Canada if you are located in Canada, in Seattle, Washington if you are located in the United States or in Melbourne, Australia if you are located outside Canada and the United States; (**day**) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later; (**currency**) unless stated otherwise, a reference to dollar or **$** is to legal currency of the Territory; and (**preparation of document**) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of these Terms or any part of it.

Appendix G
Resumes of Key Personnel

In this section, we have includes resumes for the following personnel:

- **John Cestnick, PSM, IAM** – Project Manager
- **Ed Singer, PE, MIAM** – Program Director/AM Subject Matter Expert
- **Tom Murphy** – Principal-In-Charge
- **Steve Schwabe, IAM** – AM Subject Matter Expert
- **Jared Livingston, GISP, IAM** – Implementation Lead
- **Norman Staggs** – Systems Integration Lead

John Cestnick, PSM, IAM

Project Manager / Senior Associate

As a Project Manager within Woolpert's Information Technology and Management Consulting (ITMC) Market, John Cestnick leads a team of IT experts in designing and implementing information management solutions to meet clients' diverse needs. John is involved in every aspect of projects, from planning to implementation and maintenance. He collaborates with clients to develop scopes of services, budgets, and schedules, and is responsible for resource allocation and project tracking to ensure projects are delivered on-time, within budget, and to Woolpert's high-quality standards. With a comprehensive background in surveying, asset management (AM), and project management, John is skilled at navigating the obstacles inherent in complex GIS and AM projects, and serves as a knowledgeable and responsive consultant and project manager.

John's more than 20 years of progressive experience encompasses GIS utility mapping and asset inventories; asset management system implementations; GIS conversions to Esri geodatabases; photogrammetric, aerial, and hydrographic mapping; topographic, boundary, and control surveys; laser scanning; and subsurface utility engineering (SUE) for municipal, utility, and airport clients. As a testament to his experience, John has been intimately involved with nearly every GIS implementation and inventory project that Woolpert has completed in South Florida.

Selected Project Experience

- **CMMS Implementation Project, City of St. Cloud—St. Cloud, Florida**
- **PROS EAMS/GIS Asset Inventory, Miami-Dade County—Miami-Dade County, Florida**
- **Onsite GIS Support Services, Miami-Dade Water & Sewer Department (WASD)—Miami-Dade County, Florida**
- **Asset Management Implementation GIS/GPS Utility Mapping and Data Conversion, City of Fort Lauderdale—Fort Lauderdale, Florida**
- **Asset Management Systems Implementation and Integration, St Johns County—St. Johns County, Florida**
- **GIS/GPS Utility Mapping and Data Conversion, City of Deerfield Beach—Deerfield Beach, Florida**
- **Citywide Stormwater Infrastructure Inventory Mapping, City of Tallahassee—Tallahassee, Florida**
- **GIS/GPS Water and Sewer Utility Survey, Miami Dade County Water & Sewer Department (WASD)—Miami, Florida**
- **Stormwater Infrastructure Inventory Mapping Pilot Project, City of Tallahassee—Tallahassee, Florida**
- **Utility GIS Development Project, Savannah Area Geographic Information System—Savannah, Georgia**
- **Professional Consulting Services, Miami-Dade Water and Sewer Department (WASD)—Miami-Dade County, Florida**
- **Utility GIS Conversion and Inventory Services, USAF Patrick AFB—Patrick Air Force Base, Florida**
- **Utility Inventory Consulting Project, City of Lakeland Department of Electric & Water Utilities—Lakeland, Florida**
- **Reading GPS Data Collection, City of Reading—Reading, Pennsylvania**
- **Baypoint Field Inventory and GIS Data Conversion Services Pilot Project, Florida Keys Aqueduct Authority (FKAA)—Saddlebunch Key, Florida**

Professional Data

Years of Experience

20 years

Education

Bachelor of Science, Surveying Engineering, University of New Brunswick

Certificate, Technology Management & Entrepreneurship, University of New Brunswick

Certificate, Survey Technologist, College of Geographic Science

Professional Registration

Professional Surveyor and Mapper, Florida, LS5994

Certified Asset Management, International, 1032109

Professional Membership

FSMS Miami-Dade County Chapter

Florida Surveying and Mapping Society (FSMS)

Awards

Winner of National Transportation Research Forum for GPS Research, Undergraduate and Aviation categories

Ed Singer, PE, IAM

Program Director and Principal Consultant

During a career spanning almost 30 years, Ed has delivered a multitude of successful solutions to his clients in the areas of utility engineering, surveying, GIS, enterprise information management, and asset management. As a licensed Professional Engineer, Ed has spent the better part of his career implementing asset management and sustainability solutions for utility and public works clients across the United States. His strong grasp of both the technical and business sides of asset management, including asset data, asset information management systems, decision-support systems, and other related business applications and processes, enable Ed to lead his clients to positions of best practices-driven advanced asset management and sustainability. Since 2000, Ed has implemented, consulted on, or directed nearly 50 enterprise-class asset management software and business solutions for his clients.

As a Program Director and Asset Management Subject Matter Expert in Woolpert's Information Technology & Management Consulting practice, Ed focuses on the delivery of enterprise asset management solutions to solve our clients' varied challenges. In this role, Ed serves as principal consultant and subject matter expert on multiple cross-functional teams with a focus on enhancing our clients' asset sustainability position through the de-livery of integrated information technology solutions. Ed's unique experiences in engineering de-sign/operations and Geographic Information Systems (GIS) / Information Technology (IT) enable him to design and implement sound asset management solutions that drive business process improvements and support enhanced asset sustainability objectives for each of our clients.

Most recently, Ed has been invited to participate as a member of the United States Delegation to the Technical Advisory Group (TAG) tasked with supporting the development and furtherance of the ISO 55000 standards for Asset Management. In this role, Ed is currently working with other international members of this group to develop technical guidance, within the ISO 55000 framework, for the integration of Financial Information Management Systems with Asset Management Systems.

Ed has delivered a multitude of highly functioning enterprise asset management solutions involving the following systems integrations:

- Capital Budgeting
- CCTV
- Citizen Portals
- Customer Information Systems
- Budgeting Decision-Support
- Fleet and Fueling
- GIS
- HR and Payroll

- Pavement Management
- Permitting
- Purchasing / Procurement
- SCADA
- Storeroom / Materials Management
- Utility Billing
- Utility Modeling

Professional Data

Years of Experience

30 years

Education

Bachelor of Science, Engineering technology, Old Dominion University, Norfolk, VA

Continuing Education

Asset Management guidelines (ISO 55000), International Institute of Asset Management, 2014

US EPA Advanced Asset Management Training, 2006 and 2010

Project Management Series, University of Richmond, VA, Robbins School of Business

ESRI System Architecture Design Strategies, 2004

Professional Registration

Professional Engineer, Virginia, 0402028756

Certified Asset Management Professional, International, 1026365

Professional Engineer, Washington, DC and West Virginia, Inactive

Professional Membership

Institute of Asset Management

US TAG to ISO TC 251

American Public Works Association

American Water Works Association

Presentations and Publications

"Best Practices in Asset Management" for the USACE 2015, Co-Author

Representative Asset Management Projects (last 15 years)

- Alexandria, Virginia (City of) – Transportation and Parks & Recreation
- Artesian Water Company, Delaware
- Augusta, Georgia (City of) – Public Utilities
- Battle Creek, Michigan (City of) – Public Works
- Buncombe MSD (Ashville, North Carolina) – Sanitary Sewer
- Carmel, Indiana (City of) – Water and Sewer
- Chicago, Illinois (City of) – Chicago O'Hare Airport
- Chicago, Illinois (City of) – Department of Forestry
- Cleveland, Ohio (City of) – Public Utilities
- Collier County, Florida – Public Utilities
- Colonie, New York (Town of) – Public Works
- Dayton, Ohio (Airport)
- District of Columbia (City of) – Urban Forestry and Department of Transportation
- Dublin, Ohio (City of) – Citywide
- Durham, North Carolina (City of) – Citywide
- Greenville, South Carolina (City of) – Stormwater Management
- Greenville County, South Carolina – Stormwater Management
- Goldsboro, North Carolina (City of) – Public Works
- Henrico County, Virginia – Public Utilities
- Herndon, Virginia (Town of) – Public Works
- Jackson, Mississippi (City of) – Citywide
- Kissimmee, Florida (City of) – Public Works
- Knox County, Tennessee (County) – Public Works
- Lafayette, Louisiana (City of) – Public Works and Transportation
- Mesa, Arizona (City of) – Public Utilities
- Miami-Dade, Florida – Water and Sewer Department
- Montgomery County, Ohio (City of) – Sanitary Engineering and Public Works
- Mount Pleasant, South Carolina (Town of) - Engineering
- Newport News, Virginia (City of) – Public Works and Engineering
- Old Dominion Electric Cooperative, Virginia
- Orlando Utilities Commission, Florida
- Palm Bay, Florida (City of) – Public Utilities
- Pinellas County, Florida - Countywide
- Prince William County Service Authority, Virginia
- Raleigh, North Carolina (City of) – Citywide
- Reading, Pennsylvania (City of) – Public Works Storm and Sanitary
- Richmond, Virginia (City of) – Public Works and Public Utilities
- Rockford Airport, Illinois
- Springfield Water & Sewer Authority, Massachusetts
- St. Cloud, Florida (City of) – Citywide
- St. Louis, Missouri (City of) – Division of Water
- Suffolk, Virginia (City of) – Public Works and Public Utilities
- Toho Water Authority, Florida
- Waterford, Michigan (Town of) – Public Works
- West Palm Beach, Florida (City of) – Public Utilities

Additional qualifications and references for Ed can be found on his LinkedIn profile at: www.linkedin.com/in/edsinger

Tom Murphy
Principal-in-Charge

Tom Murphy is a Client Services Specialist with 30 years of experience in operations management. As Director of Woolpert's Miami, Florida office, Tom assists a diverse range of clients in designing and implementing scopes of work for information management, surveying, and mapping projects. With a strong background in economic development and the transportation industry, Tom is adept at navigating the nuances and obstacles inherent in government operations. He supervises all of Woolpert's Miami based projects, serves as a primary point of contact, and acts as a liaison between clients, Woolpert's service lines, and government agencies.

Tom routinely helps utilities and public works departments, airports, seaports, and other public agencies identify services and products to improve their business systems and processes through engineering services, GIS technologies, and systems integrations. He has extensive experience coordinating and supervising aerial photography and photogrammetric mapping projects for the Florida Department of Transportation (FDOT), as well as GIS infrastructure management projects in for Miami International Airport, in support of its on-going $5B expansion.

With a strong background assisting in government business operations—as both an administrative and technical-resource—Tom brings to clients a refined knowledge of government business processes that can only be gained through extensive hands-on experience. He also served two terms as a Miami-Dade Expressway Authority board-member, an agency responsible for strategically allocating roadway funds to enhancing Miami-Dade's expressway system.

Selected Project Experience

- **Ft. Lauderdale, 2017, Utility Asset Management System, City of Fort Lauderdale—Ft. Lauderdale, Florida.**
- **Miami-Dade WASD ~ 2016 CMOM Contract Capacity Increase, Miami-Dade County —Miami, Florida.**
- **Rehabilitation of 54-Inch PCCP Forcemain, Ric-Man Construction—Miami, Florida.**
- **Sanitary Sewer Data Collection & GIS Updates, Miami-Dade County—Miami, Florida.**
- **Cityworks Implementation, Pinellas County—Pinellas County, Florida.**
- **Miami-Dade County ~ 2015, Permitting Solution Implementation, Miami-Dade County —Miami, Florida.**
- **CMOM Program, Miami-Dade County FL—Miami, Florida.**
- **WASD CMOM Program, Task Order 4, Miami-Dade County—Miami, Florida.**
- **Miami-Dade WASD CMOM Program, Miami-Dade Water and Sewer Department (WASD)—Miami, Florida.**
- **Miami-Dade WASD Capacity, Management, Operation, and Maintenance Compliance, Miami-Dade County—Miami, Florida.**
- **CMOM Program, Miami-Dade Water and Sewer Department—Miami, Florida.**
- **Enterprise Asset Management, Collier County—Collier County, Florida.**
- **Infor EAMS Upgrade, Miami-Dade County—Miami, Florida.**
- **Onsite GIS Support Services, Miami-Dade County Water & Sewer Department (WASD)—Miami, Florida.**
- **GIS/GPS Utility Mapping and Data Conversion, City of Deerfield Beach—Deerfield Beach, Florida.**

Professional Data

Years of Experience

31 years

Education

Master of Public Administration, Public Administration, Florida International University

Bachelor of Arts, Liberal Arts, Washington & Lee University

Professional Membership

International Bridge, Tunnel, and Turnpike Association

National Defense Transportation Association

Miami-Dade Architecture Engineering Surveying Society, Board Member, 2009 - Present

Greater Miami Chamber of Commerce, Transportation Executive Committee

Miami-Dade Expressway Authority, Past Board Member

Leadership Florida, Class XXII

Steve Schwabe, IAM

AM Subject Matter Expert

Steven Schwabe draws from a diverse background in engineering, operations management, manufacturing, business consulting and EAM/CMMS/Infor/PeopleSoft implementations. As a Project Manager in Woolpert's Information Technology and Management Consulting practice, Steven is responsible for guiding the design and development of the full lifecycle of implementation services, as well as ensuring that the delivered solution meets the project's objectives and the client's goals. His hands-on experience as both a functional and technical consultant enables him to quickly understand, plan, and manage the delivery of all aspects of complex solutions.

Steven designs and builds management reports and executive dashboards for organizations that desire actionable information for their work management solution. He has designed and developed system interface specifications, and has managed the development and implementation of interfaces between various CMMS/EAM applications and client COTS/home grown solutions. Steven's diverse background, varied experience and creative problem solving techniques have resulted in numerous, successfully-implemented, out-of the-box solutions involving atypical system configurations and integrated, third-party solutions that satisfy client requirements with robust, user-friendly solutions.

Selected Project Experience

- **Cityworks AMS Implementation, Pinellas County—Pinellas County, Florida. Project Director and subject matter expert**
- **Engineering Dept. Cityworks Implementation, City of Augusta—Augusta, Georgia. Project Director**
- **Henrico LIMS and PACS System Replacement RFP Support, Henrico County—Henrico, Virginia. Project Director, Project Manager**
- **CMOM Program, Miami-Dade Water and Sewer Department—Miami, Florida. Asset Management Team Lead**
- **Cityworks Design, gViz/ActewAGL Distribution (ADD)—Canberra, Australian Capital Territory. Project Manager**
- **Cityworks AMS/PLL Implementation, Town of Mount Pleasant—Mount Pleasant, South Carolina.**
- **Cityworks Server AMS Implementation, City of Augusta—Augusta, Georgia. Project Director**
- **Infor EAM Implementation, City of West Palm Beach—West Palm Beach, Florida. Project Manager**
- **Rockford Airport Cityworks AMS Implementation, Greater Rockford Airport Authority—Rockford, Illinois. Project Manager**
- **PLC Modernization Phase 4 Drawing and Field Validation, Henrico County—Henrico, Virginia. Project Manager, Project Director**
- **PROS EAMS/GIS Asset Inventory, Miami-Dade County—Miami-Dade County, Florida. Project Manager, Project Director and Lead EAMS Analyst**
- **Construction Management Department and Customer Information System Integration, —Henrico, Virginia. Project Manager**
- **Enterprise Asset Management Implementation, Phase III, Des Moines Water Works—Des Moines, Iowa. Project Manager**
- **Infor EAM Implementation with GIS, Inventory, Procurement, Customer Care and Billing, and Financial Integrations, Miami-Dade Water and Sewer Department (MDWASD)—Miami-Dade County, Florida. Project Manager**

Professional Data

Years of Experience

23 years

Education

Bachelor of Science, Mechanical Engineering, Virginia Polytechnic Institute

Master of Business Administration, Finance, Kennesaw State University

Continuing Education

Continuing Education details

Professional Registration

Certified Asset Management, International, 1026368

Professional Membership

American Water Works Association, Geographic Information System (GIS) Subject Matter Expert; Infor EAM User Advisory Board

Presentations and Publications

Enterprise Work Order Management, Civil + Structural Engineer, August 2016

"Best Practices in Asset Management" for the USACE, 2015, Co-Author

Implementing Infor EAM for Artesian Water Company; Delaware Geographic Information System (GIS) Conference, March 2010

Implementing Cityworks for Managing Solid Waste Collection for the City of Newport News, Virginia; Virginia American Public Works Annual Conference, October 2008

Jared Livingston, GISP, IAM

Implementation Lead

As an Enterprise Information Management Team Leader, Jared Livingston leads Woolpert's Geospatial and Information Technology teams in designing and implementing best-in-practice asset management programs for utilities, airport, and government clients. With extensive experience collecting and integrating GIS data for a diverse client base, Jared is adept at identifying and adapting solutions to meet clients' specific needs and goals. He is committed to making the best decisions possible for his clients, and providing them with the support and training necessary for them to continue to thrive after their project is completed.

Jared is an expert in all aspects of GIS utility data conversion projects, including planning, conversion, and quality control. Jared played a critical role in the configuration of an integrated asset management system for the City of Topeka's Public Works Department, which was awarded as a 2015 Cityworks Exemplary User for its efficiency in leveraging Cityworks asset management capabilities. He has also been recognized as a key contributor at Woolpert for his technical and managerial efforts in web-based mapping, digital cartography, database management, and web-application development, and has presented at several conferences as a GIS and asset management expert. His software proficiencies include: Esri, Cityworks, Microsoft SQL Server, and Microsoft Visio.

Professional Data

Years of Experience

19 years

Education

Bachelor of Science, Physical Geography, Indiana State University

Professional Registration

Certified Asset Management, International, 1015506

Selected Project Experience

- **Asset Management Assessment and RFP Development, City of Mercer Island—Mercer Island, Washington.**
- **Cityworks AMS Implementation, City of Savannah—Savannah, Georgia.**
- **Leo Vander Cityworks Implementation, Water Replenishment District of Southern California (WRD), —Lakewood, California.**
- **State of Hawaii DOT Harbors-Maui Cityworks Implementation, State of Hawaii Department of Transportation—Various, Hawaii.**
- **Extended Services and WebEOC, Pasco County—Pasco County, Florida.**
- **Cityworks Implementation, City of St Louis, —St Louis, Missouri.**
- **Engineering Cityworks Implementation, City of Carmel—Carmel, Indiana.**
- **AMS Phase 3 Parks and WW, City of Shoreline, WA—shoreline, Washington.**
- **Cityworks CMMS Pilot, Water Replenishment District of Southern California (WRD)—Lakewood, California.**
- **DAY Cityworks Implementation, City of Dayton—Dayton, Ohio.**
- **Sanitary Sewer Cityworks Implementation, Summit County OH—Summit County, Ohio.**
- **Water Cityworks Implementation, City of Carmel—Carmel, Indiana.**
- **Cityworks Upgrade to v2015, Henrico County—Henrico County, Virginia.**
- **Cityworks AMS Implementation, Pinellas County—Pinellas County, Florida.**
- **Cityworks Server AMS and PLL Implementation, Greenville County SC—Greenville, South Carolina.**
- **Cityworks Implementation and Integration, EPCOR—Phoenix, Arizona.**
- **myWASD Training TO004.2, Miami-Dade County—Miami, Florida.**
- **Savannah Airport Cityworks Implementation, Hilton Head International Airport—Savannah, Georgia.**
- **City Water D&M Hydraulics for Cityworks, City of Cleveland—Cleveland, Ohio.**
- **Cityworks Data Preparation & Implementation, Cleveland Water—Cleveland, Ohio.**
- **On-Site GIS Support TO 02, TMA Systems, LLC—Washington D.C., Washington, DC.**
- **Engineering Dept. Cityworks Implementation, City of Augusta—Augusta, Georgia.**
- **Cityworks PLL Implementation, Prince William County—Woodbridge, Virginia.**

Norman Staggs
Systems Integration Lead

Victor Staggs is an experienced Application Developer in Woolpert's Information Technology Discipline who aims to design data management systems; his goals are to maximize efficiency, improve resource allocation, and increase tracking and reporting capabilities. Victor works with both the public and private sectors to design systems that are customized to their needs, and are friendly to the everyday user. Victor proactively implements Cityworks components that integrate separate information tracking and processing systems into one cohesive and effective program. He performs Discovery for data migration, configures software requirements, and prepares for future integrations in a constantly evolving enterprise. Victor is well-versed in Accela custom interfaces that improve client permitting practices, enhance data sharing, and offer easy access to centralized geographic information. He is excellent at replacing outdated systems and ensuring historic legacy data is accounted for and fully migrated.

Victor has worked with the following languages: Microsoft .NET/C# (in Microsoft Visual Studio), Microsoft T-SQL (in Microsoft SQL Server Management Studio), Oracle PL/SQL (In Oracle SQL Developer), Javascript (mostly browser-based for web development, but also Rhino-based for integrations), and Python. He is familiar with these developer libraries: .NET (C#), which involves MVC, WebApi, Entity Framework, Linq, etc.; Javascript, incorporating jQuery, Dojo and ESRI; and Silverlight (XAML). Victor is adept at ESRI products including ArcGIS Server, ArcCatalog and ArcMap; on spatial databases, Victor can work with ESRI ArcSDE on both Oracle and SQL servers. He is currently working on projects that use the integration platforms, Microsoft BizTalk and NServiceBus. Additionally, Victor has utilized different ECM (Enterprise Content Management) systems in developing code for them, since it's not uncommon for a client to have a content management system and want to integrate with it. Some of those ECM systems are Microsoft SharePoint, LaserFiche Server and EMC ApplicationXtender.

Professional Data

Years of Experience

20 years

Education

Bachelor of Arts, English Literature, University of California, Santa Cruz

Certificate, Information Systems, Virginia Commonwealth University

Selected Project Experience

- **Cityworks AMS Implementation, City of Carmel—Carmel, Indiana**
- **Cityworks Upgrade to v2015, Henrico County—Henrico County, Virginia**
- **Cityworks AMS Implementation, Pinellas County—Pinellas County, Florida**
- **Cityworks Implementation and Integration, EPCOR—Phoenix, Arizona**
- **Cityworks Data Preparation & Implementation, Cleveland Water—Cleveland, Ohio**
- **Cityworks PLL Implementation, Prince William County—Woodbridge, Virginia**
- **Accela Resource Augmentation, City of Denver—Denver, Colorado**
- **Cityworks Implementation Phase 2, City of Torrance—Torrance, California**
- **Application Development Support for PLL Server Implementation, Greenville County—Greenville County, South Carolina**
- **Cityworks PLL, City of Suffolk—Suffolk, Virginia**
- **GIS Platform Development for Land Use Notifications—Columbia, South Carolina**
- **Enterprise Asset Management System Implementation, Collier County—Collier County, Florida**
- **Cityworks AMS Implementation, Pinellas County—Pinellas County, Florida**

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