



AssetWorks Response to

**City of Hollywood, Florida
Request for Proposal#4376-14-RD
Fleet Maintenance &
Fuel Management Software
DUE: 8 NOV 2013 @3:00PM**

ORIGINAL

Presented By:
AssetWorks Inc

Point of Contact:
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AssetWorks Inc
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Wayne, Pennsylvania 19087
Tel: 817.243.6776/ Fax: 610.971.9447
Email: allan.richardson@assetworks.com

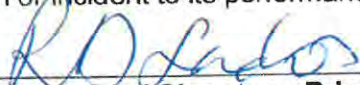
www.assetworks.com | 610.687.9202

J. PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

K. HOLD HARMLESS AND INDEMNITY CLAUSE:**AssetWorks Inc****R. David Sadoo****(Company Name and Authorized Signature, Print Name),**

the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

AssetWorks Inc**R. David Sadoo****(Company Name and Authorized Signature, Print Name),**

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

L. DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.



City of Hollywood, Florida

PROCUREMENT SERVICES RM. 303
P. O. Box 229045 ZIP 33022-9045

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Request for Proposals, which will be received by the City Clerk of the City of Hollywood, Florida at City Hall, 2600 Hollywood Blvd., Room 221, Hollywood, Florida 33020 until **3:00 P.M., November 8, 2013**, at which time they will be opened and publicly read in the Procurement Services Division, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida. **FOR: Fleet Maintenance and Fuel Management Program Web Based Software System**

RFP NO. 4376-14-RD
ADDENDUM NO. 1

Please make the following changes (additions, deletions or corrections) in the above named RFP.

Questions submitted in regards to the above RFP and corresponding answers:

- Q1:** What dispensing system is the city currently using?
A1: Our fuel dispensing system is TRAK Engineering Inc.
- Q2:** Please provide details as to the City's fleet facilities (i.e. number of locations, shops, fueling sites, etc.)
A2: The City has a single fleet maintenance facility for general fleet and police vehicles. We have a single fueling facility that dispenses gasoline, diesel, and CNG.
- Q3:** Please provide details as to the fleet makeup, size and composition.
A3: The general fleet is comprised of 267 vehicles and trucks, and 220 pieces of equipment. Police fleet is comprised of 445 vehicles and 30 pieces of equipment.
- Q4:** Of the projected system users, what are quantity and roles of each group of system users that will be ultimately be trained?
A4: In Fleet Maintenance there will be approximately 14 users directly involved in the repair of vehicles, providing clerical support, and the supervision of the operation. There would be 2 members from Information Technology attending application training.
- Q5:** What is the name and version of the City's finance application?
A5: The current financial application is Government e-Management Solutions (GEMS), version 2.3.

**RFP NO. 4376-14-RD
ADDENDUM NO. 1**

Q6: Is it the City's intention to pass monthly internal replacement fund charges to the finance application as a batch/electronic process, or rather, as a monthly report allowing system users to create journal entries within the City's finance application?

A6: **The City's intention would be to implement a batch / electronic interface into the financial application.**

Q7: Does the City currently have bar coding hardware in place? If so, please provide the make and model numbers.

A7: **We do not have a bar coding system.**

All other specifications, terms & conditions remain the same.

MAILED RFP'S

If you have already submitted your printed Request for Proposals, it will be retained in the City Clerk's Office until the Proposal opening time and date. If you wish to pick up your RFP that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your RFP.

COMPANY NAME: Assetworks Inc

PROPOSER'S SIGNATURE [Signature]

Dated this 21st day of October 2013

Title Page

City of Hollywood, FL

Request for Proposal #4376-14-RD
Fleet Maintenance and Fuel Management Program
Web-based Software System

AssetWorks Inc
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Contact: Allan Richardson
Tel: 817-243-6776/ Email: Allan.richardson@assetworks.com

ORIGINAL

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RFP Checklist:

Please check each line item after the completion of the appropriate item.

- ☒ I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)
- ☒ I acknowledge reading and signing the Hold Harmless Statement.
- ☒ I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.
- ☒ I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.
- ☒ I have submitted one (1) original and twelve (12) copies of the entire proposal with addendums including one (1) copy on a CD.
- ☒ I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.
- ☒ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".
- ☒ I, the Bidder, am aware that a Notice of Intent to award this bid shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.
- ☒ I, the Bidder, have submitted all supporting documentation for local preference eligibility, which must be received with the bid package prior to the bid opening date and time (if applicable).

NAME OF COMPANY: AssetWorks Inc

PROPOSER'S NAME: Allan Richardson, National Sales Executive

PROPOSER'S AUTHORIZED SIGNATURE: 
R. David Sadoo, Sr Vice President

DATE: 6 Nov 2013

 Submit Proposals To: City of Hollywood 2600 Hollywood Boulevard Hollywood, Florida 33020 Office of City Clerk, Room 221	CITY OF HOLLYWOOD, FLORIDA REQUEST FOR PROPOSALS PROPOSER ACKNOWLEDGMENT
RFP Title: Fleet Maintenance and Fuel Management Program Web Based Software System RFP No.: 4376-14-RD A Cone of Silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communications between potential vendors and the City. For further information, please refer to Section 30.15(E) of the City's Code of Ordinances.	Proposals must be received prior to 3:00 P.M., Friday, November 8, 2013 and may not be withdrawn within 90 calendar days after such date and time. Proposals received by the date and time specified will be opened in Room 303. All Proposals received after the specified date and time will be returned unopened. Procurement Services Contact: Ralph Dierks or Linda Silvey or Joel Wasserman or his designee. Telephone No.: (954) 921-3223 or (954) 921-3200 or (954) 921-3290

PROPOSER ACKNOWLEDGMENT

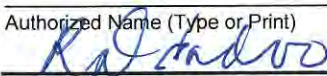
THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING. THE PROPOSAL SUMMARY SHEET PAGES ON WHICH THE PROPOSER ACTUALLY SUBMITS A PROPOSAL AND ANY PAGES UPON WHICH INFORMATION IS REQUIRED MUST BE COMPLETED AND ATTACHED WITH ALL PAGES OF THE PROPOSAL DOCUMENT.

Proposer's Name: AssetWorks Inc	Fed. ID No. or SS Number 46-0521049
Complete Mailing Address: 998 Old Eagle School Rd, #1215 Wayne, PA 19087	Telephone No.: 610-687-9202 Fax No.: 610-971-9447
Do You Have a Permanent Office Located in the City of Hollywood? Yes ☐ No ☒	E-Mail Address: allan.richardson@assetworks.com
Indicate type of organization below: Corporation ☒ Partnership ☐ Individual ☐ Other	

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS AND FAILURE TO SUBMIT ALL PAGES OF THE RFP DOCUMENT AND ANY ADDENDUMS ISSUED MAY RENDER YOUR RFP NON-RESPONSIVE.

CHECK BOX BELOW TO ACKNOWLEDGE THIS PROPOSAL.

The proposer certifies that this proposal is based upon all conditions as listed in the proposal documents and that he has made no changes in the proposal document as received. He further proposes and agrees, if his proposal is accepted, he will execute an appropriate agreement for the purpose of establishing a formal contractual relationship between him and the city of Hollywood, Florida, for the performance of all requirements to which this proposal pertains. Further, by checking the agree box listed below and by signing below in blue ink all RFP pages are acknowledged and accepted as well as any special instruction sheet(s) if applicable. I am authorized to bind performance of this RFP for the above proposer.

Agree ☒	R. David Sadoo	Sr Vice President	11/4/13
	Authorized Name (Type or Print)	Title	Date
			
	Authorized Signature		

M. DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

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

Name	Relationship
NONE	
_____	_____
_____	_____

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.

Letter of Transmittal

8 November 2013

City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020
Office of City Clerk, Room 221

RE: Fleet Maintenance and Fuel Management Program Web Based Software System

RFP No.: 4376-14-RD

AssetWorks Inc is pleased to present its response to the City of Hollywood (the "City") RFP for a Fleet Maintenance and Fuel Management Program. AssetWorks has carefully reviewed the requirements as detailed by the City and is confident our state-of-the-art FleetFocus M5 solution will meet or exceed expectations.). As the leader in Enterprise Asset Management software for vehicle fleets, AssetWorks combines the latest in fleet management technology with the only fully-integrated Automated Fueling Solution in the industry to provide cost-effective solutions for private sector fleets of all sizes and compositions. AssetWorks has been providing fleet management software since 1979 and is proud to claim the City of Hollywood among its customers.

Additionally, AssetWorks offers the option of hosting the proposed solution in our SSAE16 certified Data Center at our headquarters location in Wayne, Pennsylvania. The AssetWorks Data Center, and specifically the controls exhibited and enforced on the ASP (Application Service Provider) environment, has been granted the designation "Authorized to Operate" (ATO) as a system housing CUI (Controlled Unclassified Information) data at our facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. This independent audit and subsequent designation was conducted by the Department of Justice (DOJ) at the request of the Department of Homeland Security (DHS), a current AssetWorks ASP customer.

Please take a moment to review the enclosed information and feel free to contact your AssetWorks representative, Allan Richardson, who is authorized to make representations on behalf of the company:

Allan Richardson, National Sales Executive
Tel: 817.243.6776/ Email: allan.richardson@assetworks.com

Thank you for your time and attention and we look forward to demonstrating our FleetFocus solution to the City of Hollywood.

I, R. David Sadoo, as Senior Vice President of AssetWorks Inc, am authorized to bind the corporation.

Sincerely,



R. David Sadoo
Senior Vice President

Profile of Proposer

a. State whether your organization is national, regional or local.

AssetWorks Inc is headquartered in Wayne, Pennsylvania with regional offices in San Antonio, TX, La Jolla, CA and Spokane, WA. The AssetWorks list of customers includes organizations from North America, Australia, New Zealand and the U.K. AssetWorks is registered to do business in the State of Florida and all applicable county and municipal districts.

b. State the location of the office from which your work is to be performed.

The proposed solution, FleetFocus M5, is developed, supported and maintained from the Wayne, PA headquarters location.

c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.

AssetWorks Inc is the industry-leading supplier of enterprise asset management solutions designed specifically for fleets. We have been developing and maintaining our suite of products since 1979 and offer an unmatched range of experience and depth of resources to our fleet application implementations.

AssetWorks is proud to be the vendor of the City's current fleet management system, MCMS, and is the *only vendor to offer a proven implementation path with no loss of data from the mainframe version to the proposed, fully-web-based version; M5.*

AssetWorks was founded in 1979 under the name of Control Software Inc. Control Software began with the development of the MCMS application originally marketed to the trucking industry. MCMS is a mainframe based application still deployed and supported by AssetWorks. Many of our original customers are still using MCMS, including: Greyhound, Yellow Freight, FedEx Freight, Overnight Freight (now UPS Freight), and the City of Los Angeles.

In the 1980's Control Software acquired the mini mainframe GEMS application from Hartford Steam Boiler (HSB). The GEMS application was upgraded to the character interface, client-server G2K application in the early 90's. In 1994, Control Software introduced the first Windows based client-server fleet application M4 – our fourth generation fleet application and the third generation of the GEMS/G2K data model. M4 grew quickly to be used by over 100 fleet customers during the Y2K era.

In 1999, MAXIMUS Inc. acquired Control Software and changed the company name to MAXIMUS Asset Solutions. MAXIMUS began developing FleetFocus M5 as a fully browser-based web application based on the GEMS/G2K/M4 data model. M5 was developed with the support of a dozen M4 customers who contributed the design of the interface and functionality. The majority of the M4 customers have since upgraded to M5, but AssetWorks currently supports over 35 customers actively using M4. The GEMS/G2K applications were finally retired in 2009 with the conversion of the last three customers to M5.

In 2001, MAXIMUS acquired the Fleet Anywhere application from Peregrine Corporation. This doubled the size of our company and added over 200 customers to our client base. AssetWorks still markets and supports the Fleet Anywhere application as our FleetFocus FA product which has since been upgraded to a web application.

In 2008, MAXIMUS sold its software businesses to Constellation Software, INC (CSI) which formed its fleet, fuel and facilities management business into AssetWorks, Inc. Constellation Software is a publicly traded corporation (CSU on the Toronto Stock Exchange) that buys and develops software companies. In 2010,

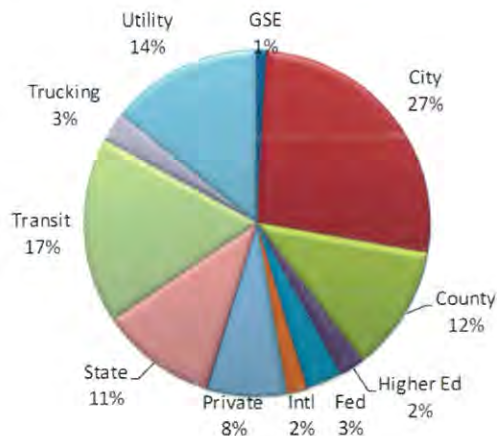
AssetWORKS

Constellation had revenues of \$830.9M and net income of \$61.8M; Constellation does not report revenue or income for its individual operations. AssetWorks is part of the Volaris Operating Group, which includes Constellation's asset management and logistics, people transportation, justice and agri-food software businesses.

AssetWorks is based in Wayne, PA, which includes our primary data center, support staff and the FleetFocus M5 support and development teams. AssetWorks also has offices in San Diego (CA), San Antonio (TX), Spokane (WA), and Leeds (UK). ***AssetWorks does all its own development work and does not off-shore or outsource development to third party companies.***

John Hines, one of the original Control Software founders now leads the Volaris Group. Two other original Control Software founders are still involved in the AssetWorks fleet applications: Mike Brittingham leads all fleet product development and David Sadoo oversees all Data Center and hosting operations. ***AssetWorks boasts an impressive 96% employee retention rate with the majority of its 178 employees with the company for 10 years or more.***

AssetWorks has very diverse client base and is the only fleet management software provider that serves all major fleet market verticals:



- Public Sector - Nearly 300 Federal, state, regional, university and local government fleet operations.
- Transit - 94 public transportation fleets, including: King County Metro, St Louis Metro, OC Transpo.
- Utility - Over 70 of the largest public gas, electric and communication utility companies, including Florida Power and Light, Southern Company and Progress Energy.
- Trucking - Over 30 of the largest public carriers, including: Schneider National, Con-way, and AAA Cooper.
- Commercial Fleets - Many of the largest private fleet operations, including: Waste Management, Michaels Corporation, United Airlines, Pepsi, and Hertz.

Because AssetWorks has such a diverse client base and maintains a common release for all customers, our public sector customers benefit from the investments and best practices our other fleet market vertical customers bring to the application.

d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

City of Odessa, TX

Doug Hildebrand, Fleet Manager

Tel: (432) 335-4825/ Email: dhildebrand@odessa-tx.gov

City of St Petersburg, FL

Terri Spriggs, Fleet Admin

Tel: (727)893-7889/ Email: terri.spriggs@stpete.org

City of Tulsa, OK

Brian Franklin, Fleet Dept Financial Analyst

Tel: (918) 596-9810/ Email: bfranklin@cityoftulsa.org

In addition to those listed, the City of Hollywood may wish to note that the City of New York, also an MCMS customer, is currently implementing the proposed FleetFocus M5 solution. NYC selected AssetWorks and M5 after an open, competitive bidding process. With a fleet size of over 16,000 including a motor pool of 600, Miami-Dade County is also in the process of implementing M5 and should be completed by spring 2014.

e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?

No. N/A

Summary of Proposer's Qualifications.

- a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
- b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
- c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- d. Describe what municipal staff support you anticipate for the project.

Please see the AssetWorks Representative Resumes in the Appendix of this response and please see the Statement of Work for information on municipal support staff.

The AssetWorks project team is a team of highly experienced AssetWorks staff who has been "field hardened" in fleet operations and real implementations. Many of the AssetWorks Professional Services employees have fleet operations backgrounds as Fleet Managers, Shop Supervisors, Mechanics, and Inventory Managers. This real world experience is invaluable in helping our clients implement the application and our ability to understand their needs.

The proposed project team may consist of the following key positions:

- Project Director
- Project Manager
- Implementation Consultant(s)
- Implementation Engineer
- Developers(s)
- DBA/Data Conversion Specialist

Project Director

The AssetWorks Director of Professional Service will serve as the Project Director and have the ultimate responsibility for the success of the City's implementation. The Project Director will oversee the AssetWorks Project Team, including the on-site implementation team and the AssetWorks development and support resources. The Project Director will be responsible for approving all specifications for new system enhancements and system integrations. The Project Director has sole responsibility within AssetWorks for accepting all contract change orders. The Project Director will also review and approve all project billing and is available to meet periodically with the City's executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project.

Project Manager

Every AssetWorks software implementation will have a dedicated Project Manager that is assigned to the project from start to finish. The AssetWorks Project Manager is the principal AssetWorks contact, and has day-to-day responsibility for the successful completion of the project and will report to the Project Director. The Project Manager is responsible for directing the day-to-day activities of the project and managing the rest of the project team. The Project Manager is responsible for coordinating resources and activities to ensure that the project is completed successfully and on schedule. The Project Manager is also the primary point of contact for the customer.

Project management activities include:

- Develop Program Implementation Schedule
- Coordinate all internal resources necessary for project implementation.

- Monitor quality of performance in design, coding, testing, training and implementation efforts.
- Support project team inquiries and direct AssetWorks support group efforts as necessary.
- Provide regular Management Update Reports.

Implementation Consultants

Implementation Consultants are responsible for executing the training plan developed jointly by the City and the AssetWorks project manager and for assisting Hollywood with setting up and configuring the application. The Implementation Consultants will also assist with the Business Process Review, the workflow analysis and design, and developing any custom documentation. In smaller implementations such as this, the Project Manager may also serve as the Implementation Consultant and conduct all training sessions.

Prior to any involvement with the City, the Implementation Consultants will be apprised of any decisions between the Project Manager and the City. This information is critical for them to understand what information should be presented and whether there are any topics that should be avoided related to functionality that the customer will not be implementing.

During any training or configuration session, the Implementation Consultant will keep a log of all pertinent questions that may indicate changes in the direction of the implementation or possible issues. Once a training session is complete, the Implementation Consultant will discuss with the AssetWorks Project Manager the results and any issues that may have occurred. Because the Implementation Consultant typically meets with a larger number of customer personnel, it is important that functionality decisions made outside of any training session be made known to them.

After initial sessions with the customer, it is typical for the customer to contact the Implementation Consultant for either questions or advice on functionality. The Implementation Consultant will communicate back to the AssetWorks Project Manager any and all discussions.

Installation Engineer

The AssetWorks Installation Engineer is responsible for the initial installation of the system at the customer site. Activities include, loading the test, training and production databases; configuring application server; installing client workstation software; initial operational system test; and providing technical software installation training to the customer's technical representative.

Application Developers

Software Engineers are assigned as needed to the project to complete any system modifications, interface programming, and developing custom reports. The Software Engineers work under the direction of the Project Manager and the Director of Technical Services.

Data Conversion Specialist

The Data Conversion Specialist is responsible for completing much of the data conversion. Duties include assisting with developing the data conversion plan, writing the conversion scripts and executing the data conversion.

Project Understanding, Proposed Approach, and Methodology.

Please see the Statement of Work and Project Plan in the Appendix of this response for full details on the proposed project.

AssetWorks confirms that it has reviewed the requirements of the RFP and to that end we are proposing our state-of-the-art FleetFocus M5 solution to the City of Hollywood. AssetWorks knows that the City is seeking a robust, secure yet end-user friendly system with the capability of tracking and managing all assets/inventory, repair orders, asset history and reports, preventative maintenance scheduling, notifications and maintenance, labor and cost analysis, automating and streamlining current billing processes, vehicle replacement analysis, fuel maintenance, usages and orders, purchases and inventory, parts cost, inventory and parts vendor integration, motor pool management, warranty claims and recalls, existing data integration, all training and maintenance support.

The City has also described its desire to install a fully integrated fuel management system to work in tandem with the selected fleet system. AssetWorks' FuelFocus solution is the only fully integrated fuel management solution which works in REAL TIME with our fleet system, FleetFocus, offering the ultimate in secure and accurate data validation.

In response to these requirements, AssetWorks is offering our state-of-the-art FleetFocus M5, a comprehensive, off-the-shelf fleet management and maintenance solution which will meet the functional and technical requirements being sought in this RFP. FleetFocus M5 is the latest generation application from the City's current MCMS mainframe solution and as such, AssetWorks is the only vendor that can offer comprehensive data conversion without any loss of history. Additionally, AssetWorks has over 500 clients and Fleet Focus M5 is in use in nearly 150 clients; including some of the nation's largest city fleets and many of which require comparable integrations and workflow solutions to those outlined in the RFP.

The City can confidently select AssetWorks as its vendor as we have been providing Enterprise Asset Management (EAM) solutions to fleets for 30 years and are the acknowledged leader in comprehensive, yet scalable solutions, to both the public and private.

FleetFocus Delivers the Required Functionality

FleetFocus is a modular application that is delivered with a robust set of standard fleet and asset management modules as well as some optional modules, which based on the RFP functional requirements, AssetWorks is proposing to include in the software package. The modules that will be included:

- **Asset Management** – The heart of the FleetFocus application is the standard Asset module. Nearly all of the transactions in the application are linked to an asset. From the time the asset is requested, specified, requisitioned, purchases, delivered, placed in-service to its eventual flagging for disposal and sale, this module *supplies the functionality needed to manage the total life-cycle of the asset.* Creating new assets is simplified by the code driven setup that automatically adds details and attributes to the asset by simple assignment. The module supports the tracking of the asset's organization and location assignments, as well as the operators assigned to the unit. License and permit tracking is provided. The module also supports the capitalization of assets, including the original purchase cost as well as any capital improvements or modifications. The capital costs can be integrated with a Fixed Asset system. A complete life-cycle history of the asset is maintained.
- **Maintenance Operations** – The FleetFocus Maintenance module fully supports you current and desired requirements to manage operations through repair orders. The Maintenance module not only allows for the creation of work orders for unique shop visits, *each work order includes an unlimited*

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number of jobs that can vary by reason and system. A single work order can support and differentiate between corrective, PM, modification, accident, towing and other repair activity. Additionally, the Indirect Account functionality allows for the charging of labor and parts to non-work order activities with the need for dummy work orders. Other standard features like standard job schedules, standard job definitions, forecaster, work request, assignments, warranty, repeat repairs, real-time labor capture and pending parts can automate the work order process, reducing the time spent on capturing data and improving the quality and accuracy of maintenance data.

- **Materials Management** – The Materials module *fully supports all current the City inventory processes* including: part issues, receipt of parts, direct purchases, returns, store-to-store transfers and physical inventory counts. Each of these inventory processes can be enhanced with standard functionality that includes: a corporate part catalog, cross-referencing of part numbers, support for consignment parts, core tracking, serialized parts, part kits, part lots, hazardous materials tracking, and part warranty terms. FleetFocus includes its own internal purchasing module that supports part contracts, part requisitions, requisition approvals, and purchase orders. The reordering of parts can be automated and linked to the system purchasing functionality or handled manually; also hub-and-spoke materials management can be supported through automated transfer from warehouse to satellite. The integrated Physical Inventory functionality can support online and handheld part counts.
- **Fuel Management** – The base FleetFocus application is delivered with a *robust fuel management module* which fully supports the City's fuel business process as described in the RFP. The City may consider our *fully integrated REAL TIME fuel management solution; FuelFocus*, which also has full support for managing fuel islands and tanks, tank reconciliation, product orders and receiving fuel deliveries. FuelFocus can also track fuel cards issued to units and operators. With the AssetWorks FuelFocus Island Controller and Vehicle Data Collector, the City fuel locations could be automated and integrated into FleetFocus in real-time, eliminating the need for separate fleet and fuel systems. The Fuel module does support batch integration to third-party application system and commercial fuel providers like Exxon-Mobile, Voyager, Wright Express, and VISA fuel accounts.
- **Billing** – *FleetFocus is one of the only fleet-specific solutions available with an integrated billing module* that supports fleets that operate as service businesses in support of internal and external customers. Our billing module can support the City current billing processes with some basic setup and configuration. We have the ability to support rental, loaner, lease and external customer billing. Billing codes drive how each different type of asset and its various transactions are handled. Billing Items and Department or Unit level direct accounts are used to link specific transactions to the correct revenue and expense account. Every transaction is evaluated during the billing process and the appropriate accounts assigned based on the assignments on the date of transaction. Transactions can be reviewed and adjusted prior to the billing close. Post-dated transactions from prior periods that were not billed can include in the current period run as well. The compiled billing data can then be passed thru and batch interface into the City system either as individual transactions or as simple journal transaction at the account level. Billing reports and invoices can be generated for external users not included in the City interface.
- **Standard Reports** – All 200+ of the Crystal Reports based standard reports will be included. *FleetFocus has integrated Crystal Reports Server or Business Objects Enterprise to be the report engine*, supporting the scheduling, execution and distribution of reports. The City can use Crystal Reports to modify any of the standard reports and use the Report Options or Report Alternates feature to add their own report versions to the application.
- **Motor Pool** – AssetWorks is proposing to include our comprehensive Motor Pool Management Module to support any City rental and loaner pool operations. With the newly released *Web Reservation Portal, any registered vehicle operator in the City can make on-line pool reservations.*

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An optional function supports reservation approvals by departments. Vehicles can be dispatched and returned, with the user invoiced for the time and/or mileage of the rental. Miscellaneous costs and operators can also be included with the Rental. *AssetWorks KeyValet Automated Motor Pool system is available as an option to the City.* KeyValet links to the on-line reservation process to generate a reply to the user with a reservation confirmation and PIN that can be used to access the KeyValet key box and retrieve the key for the user's assigned vehicle, automatically dispatching the vehicle when the key is removed and completing the rental when the Key is returned. AssetWorks Vehicle Data Collector boxes can also be used to automate the capture of meter readings when the vehicle leaves and returns to the pool lot.

- **Accident Module** – The *FleetFocus Accident Management module creates an electronic accident report*, capturing the details of the accident including the vehicles, drivers, and witnesses involved; police report details; and the accident description and conditions added as attachments to the record if desired. In addition to gathering the accident details, the module links each accident report to the repair estimates, the actual work order(s) where the work is done, and to any cost recovery.
- **Notifications** – The Notifications module supports the development of *work-flows to notify operators and vehicle coordinators of events triggered by the processing of data* by FleetFocus. From sending out work request due notices, notify that vehicles are ready for pickup, to alerting users when assignment and statuses change this module can support all of the City's efforts to keep in touch with its customers.
- **Customer Portal** – This module *allows fleet customer to access a customized homepage* where they are given the ability to update authorized fleet data, view repair history detail, and run reports. This will allow the City to improve its relationship with its customers and reduce the City staff time spent obtaining needed fleet data and supplying data back to their customers.
- **Dashboards** – The Dashboard module will allow the City to create user specific dashboards of gauges and text-based operation monitors to view in real-time key performance indicators (KPI). The KPI can include drill-downs to let users see the records the support the measure and which can be linked to a FleetFocus screen to allow the user to take action to manage the record.
- **Performance Measures and Metrics** – Like the Dashboard module, the PMM module uses graphics and reports to allow users to monitor key performance measures except in this case the measures are calculated each fiscal period and stored in the database to support trend reporting and analysis. *A location hierarchy built into the PMM view will let the City supervisors easily compare performance thru a drill-down to each of the repair facilities it operates.*
- **Ad-Hoc Reporting** –The Ad-hoc module is a reporting application built into the FleetFocus application that allows any on-line user the ability to create their own basic queries and simple charts which can be saved and shared with other users. *Using database views and a wizard-like interface, users can build reports that can be viewed online or exported to Excel, Word or as XML.*

FleetFocus is Technologically Compatible

AssetWorks has reviewed the City's technology environment and requirements and is confident that FleetFocus will satisfy all of the City's requirements and fit seamlessly with its environment. Key technology features:

- **Browser-Based Application**—FleetFocus is a zero-client, browser –based application that is accessible from any workstation, laptop or mobile device that supports the Internet Explorer browser version 7 or higher.
- **Windows IIS Application Server** - FleetFocus is installed in a standard Windows IIS application environment and fully supports load balancing and virtual server environments. A session-less

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application, FleetFocus can support the failure of any server on the cluster without disruption to the user.

- **Oracle or SQL Server Databases** – FleetFocus supports both database platforms. The City can elect to install the application on whichever platform it chooses.
- **Support for Integrations** – AssetWorks has considerable experience integrating FleetFocus with other applications and currently supports nearly 350 different interfaces with FleetFocus.

AssetWorks has the Experience

AssetWorks began developing fleet management applications 30 years ago and is the leading provider of dedicated fleet management systems in North America with over 500 fleet operations using one of our fleet applications. Over the years we have developed a loyal customer base with numerous customers now on their 3rd or 4th technological iteration of the application.

AssetWorks has worked with many of the largest and most successful fleet operations in North America and has seen *all of its customers successfully bring the FleetFocus solution into production*. Our success in implementing systems is because:

- **Experienced Project Managers and Consultants** – AssetWorks uses its own staff to manage all of our projects and provide training. Our professional services staff average over 10 years with AssetWorks and many coming from the fleet industry. Our implementation teams are familiar with our products and with your business and are well suited to make sure you get the most of the FleetFocus system.
- **Standard Project Methodology** – Over the last 30 years we have developed a standard methodology to implementing our solution that takes a hands-on approach and does not leave the customer on their own to figure out how to setup, configure and train users on the system.
- **Best Practices** – With the most diverse fleet market client base and with many of the industry leaders as customers, our staff is exposed to many of the best practices and leading edge fleet ideas. We share this experience with the entire customer base and use this knowledge to help you refine your business processes to get the most out of FleetFocus.
- **Available Development Resources** – AssetWorks does not off-shore our development or license our software from another company. We created, own and manage the source code and have a dedicated and experienced staff of developers readily available to program interfaces, create new functionality, write new reports and fix undocumented features.
- **Post Implementation Support** – When AssetWorks signs a new customer, we enter into a partnership with the customer for the long-haul and consider our customers more as 'client-partners'. The AssetWorks Account Manager, Project Manager, and the Customer Support Team will be there after you go-live to help you continuously improve your use of FleetFocus.
- **Our User Community** – With one of the largest client bases AssetWorks enjoys a very active user community that works together to improve the software and aid each other. Our annual User Conference is attended by many of our customers and provides an excellent opportunity to network and collaborate.
- **On-Going Development** – AssetWorks invests significant resources in the continuous improvement of our products. With two releases a year, our clients have the opportunity to introduce new functions and take advantage of features that can improve their operations and generate further returns on investment.

AssetWorks appreciates the opportunity to present the following proposal to the City. We believe that our functionality, technology and experience make us the best fleet management software product available and the best company to help the City get the biggest return on its upcoming investment with the least amount of risk.

Summary of the Proposer's Fee Statement.

Please see FleetFocus M5 detailed pricing on following pages including a separate price proposal for the FuelFocus implementation offered.



Date: 6-Nov-13

Valid Through: 4-Feb-14

City of Hollywood, FL.

Summary Pricing:

FleetFocusM5 Software:		Totals
FleetFocus M5 software	\$	69,300
Current Customer Discount	\$	(34,650)
Net Software	\$	34,650
Crystal Reports	\$	5,595
Year One Maintenance	\$	14,979
Implementation Services	\$	84,000
Total, excluding tax	\$	139,224

Year two Miantenance	\$	15,728
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AssetWORKS

Software	Qty	Unit Price	Extension	TOTAL
SOFTWARE- FleetFocus M5				
FleetFocusM5, licensed by vehicle equipment units	1000			Unlimited Users
Components/Other Assets	3000			
Modules:				
M5 Replacement Analysis Module				Unlimited Users
M5 KPI/Dashboard Module				Unlimited Users
M5 Notifications Module				Unlimited Users
M5 Motor Pool Module				Unlimited Users
M5 Motor Pool Reservations Module				Unlimited Users
M5 Screen Designer Module				Unlimited Users
M5 Shop Activity Module (Shop Portal)				Unlimited Users
M5 EquipmentFocus (Stationary / Tool Equipment)				Unlimited Users
M5 Ad Hoc Reporting Module				Unlimited Users
		Subtotal	\$	69,300
5 Concurrent Access License (CAL) Pack - Crystal Reports Server 2008 for M5		\$	4,900	
Crystal XI Developer (Report Writer) - QTY (1)		\$	695	
		Subtotal	\$	74,895
SOFTWARE MAINTENANCE				
Annual Maintenance & Support				
<i>Includes product updates and enhancements, unlimited phone and email support for 12 months from contract execution.</i>				
			\$	14,979
		Discount	-50% \$	(34,650)
Total Software and Maintenance, not including tax, servers, hosting or implementation services				\$ 55,224

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WBS	Task Name	Duration	Work	Cost
HW	Hollywood FL M5 Implementation	137 days	360 hrs	\$84,000
HW-M5	FleetFocus M5 Implementation	125 days	360 hrs	\$72,000
HW-M5.1	Project Management & Oversight	125 days	40 hrs	\$8,000
HW-M5.1.A	Contract Acceptance	1 day	0 hrs	\$0
HW-M5.1.B	Project Startup	4 days	0 hrs	\$0
HW-M5.1.C	Project Kick-Off Meeting	1 day	8 hrs	\$1,600
HW-M5.1.D	Project Status Meetings	125 days	16 hrs	\$3,200
HW-M5.1.E	Project Administration & Billing	125 days	16 hrs	\$3,200
HW-M5.2	FleetFocus Installation	18 days	24 hrs	\$4,800
HW-M5.2.A	Acquire Hardware/Setup Servers	15 days	0 hrs	\$0
HW-M5.2.B	Install and Configure Database Instances	1 day	8 hrs	\$1,600
HW-M5.2.C	Install Production Environment	1 day	8 hrs	\$1,600
HW-M5.2.D	Install Test Environments	1 day	8 hrs	\$1,600
HW-M5.3	System Design	14 days	32 hrs	\$6,400
HW-M5.3.A	Business Process Assessment	14 days	32 hrs	\$6,400
HW-M5.3.A.1	Implementation Questionnaire Prep	4 days	0 hrs	\$0
HW-M5.3.A.2	Current State Workshops	3 days	16 hrs	\$3,200
HW-M5.3.A.3	Future State Design Workshops	2 days	16 hrs	\$3,200
HW-M5.4	System Setup	46 days	48 hrs	\$9,600
HW-M5.4.A	Key-User Training	5 days	40 hrs	\$8,000
HW-M5.4.B	System Setup and Configuration	40 days	0 hrs	\$0
HW-M5.4.C	System Security/Reference Review	1 day	8 hrs	\$1,600
HW-M5.5	MCMS Database Conversion	90 days	96 hrs	\$19,200
HW-M5.5.A	Pre-Production MCMS Data Conversion	51 days	64 hrs	\$12,800
HW-M5.5.A.1	Develop Conversion Plan	5 days	8 hrs	\$1,600
HW-M5.5.A.2	Update Conversion Scripts	5 days	8 hrs	\$1,600
HW-M5.5.A.3	Pre-production Conversion Data Prep	20 days	16 hrs	\$3,200
HW-M5.5.A.4	MCMS Preproduction Conversion	5 days	24 hrs	\$4,800
HW-M5.5.A.5	Validate Pre-Production Data	5 days	8 hrs	\$1,600
HW-M5.5.B	Production MCMS Data Conversion	5 days	32 hrs	\$6,400
HW-M5.6	System Configuration	25 days	40 hrs	\$8,000
HW-M5.6.A	Application Training Workshop	5 days	40 hrs	\$8,000
HW-M5.6.C	Work-Flow Configuration	20 days	0 hrs	\$0
HW-M5.7	Application Readiness	18 days	16 hrs	\$3,200
HW-M5.7.A	Prepare Test Plan	10 days	0 hrs	\$0
HW-M5.7.B	Readiness Review Workshop	5 days	16 hrs	\$3,200
HW-M5.8	User Training	28 days	40 hrs	\$8,000
HW-M5.9	Production Deployment	10 days	24 hrs	\$4,800
HW-M5.9.A	Prepare for Cutover	5 days	0 hrs	\$0
HW-M5.9.B	Production Rollout	5 days	24 hrs	\$4,800
HW-FF	FuelFocus Implementation	131 days	0 hrs	\$0
HW-FF.1	FuelFocus Project Management	90 days	0 hrs	\$0
HW-FF.1.A	FuelFocus Team Kickoff	1 day	0 hrs	\$0
HW-FF.1.B	FuelFocus Project Management	90 days	0 hrs	\$0
HW-FF.2	Hardware Procurement & Delivery	99 days	0 hrs	\$0
HW-FF.2.A	Order Fuel Hardware	1 day	0 hrs	\$0
HW-FF.2.B	Assemble Fuel Hardware	90 days	0 hrs	\$0
HW-FF.2.C	Deliver VIB Hardware	1 day	0 hrs	\$0
HW-FF.2.D	Deliver ICU Hardware	1 day	0 hrs	\$0
HW-FF.3	FuelFocus Administration Training	3 days	0 hrs	\$0
HW-FF.4	FuelFocus Configuration	22 days	0 hrs	\$0

HW-FF.5	Fuel Site Preparation	91 days	0 hrs	\$0
HW-FF.5.A	Fuel Site FMS Ready Inspections	1 day	0 hrs	\$0
HW-FF.5.B	Fuel Site FMS Readiness	90 days	0 hrs	\$0
HW-FF.6	FuelFocus Installation	32 days	0 hrs	\$0
HW-FF.6.C	VIB Installation Training	2 days	0 hrs	\$0
HW-FF.6.D	VIB Installations	30 days	0 hrs	\$0
HW-FF.6.B	Fuel ICU Installation	10 days	0 hrs	\$0
HW-FF.7	FuelFocus Deployment	1 day	0 hrs	\$0
HW-TVL	Travel - 24 days @ \$500/day	125 days	0 hrs	\$12,000

COST PROPOSAL

Presented To
City of Hollywood



Presented By:



Point of Contact:

Joseph Basile, Vice President

AssetWorks

998 Old Eagle School Road

Wayne, PA 19087

Phone: (610) 228-0120

Email: joseph.basile@assetworks.com



**City of Hollywood
FuelFocus FMS System
HID Only**

FUELFOCUS CONTROLLERS	QUANTITY	DISCOUNTED LIST	EXTENDED LIST
FuelFocus Controller - 8 Hose	2	\$ 8,312.65	\$ 16,625.30
FUELFOCUS CONTROLLER OPTIONS			
HID Option	2	\$ 380.60	\$ 761.20
UPS Power Conditioners	2	\$ 119.37	\$ 238.74
SOFTWARE & INTEGRATION LICENSES			
FleetFocus Integration License	2	\$ 2,495.00	\$ 4,990.00
Veeder Root Integration (per site if multiple sites)	1	\$ 1,295.00	\$ 1,295.00
IDENTIFICATION OPTIONS			
HID Keys	1000	\$ 6.49	\$ 6,490.00
SPARE PART KIT OPTIONS			
Spare Parts Kit HID	1	\$ 6,124.20	\$ 6,124.20
PROFESSIONAL SERVICES			
Fuel Master Technician <i>on site terminations and start up</i>	32	\$ 200.00	\$ 6,400.00
Fuel Software Installer/Trainer <i>Installs software, trains customer on setup & reports</i>	16	\$ 200.00	\$ 3,200.00
Fleet/Fuel Project Manager	8	\$ 225.00	\$ 1,800.00
Remote Start Up Assistance	2	\$ 200.00	\$ 400.00
Travel Expenses (estimated) <i>Billed at actual at job completion</i>	1	\$ 2,000.00	\$ 2,000.00
MAINTENANCE & SUPPORT			
Maintenance & Support - Year One	1	\$ 1,257.00	\$ 1,257.00
SHIPPING OPTIONS			
Standard Shipping	2	\$ 95.00	\$ 190.00
PROJECT TOTAL COST			\$ 51,771.44

NOTES/ASSUMPTIONS

1. This quote is based on site being "FMS Ready". FMS Ready means that all FMS System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels. Assumes all dispensers have pulsers and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready description below.
2. Does not include permits, permit fees or site as built drawings.
3. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
4. Warranty is one (1) year parts with telephone help desk support. Extended warranty plans are available for subsequent years. Warranty expires at 12 months from date of install or 15 months from date of shipment, whichever comes first.
5. Client must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus Server successfully. Delay of this connectivity could result in additional time being added to contract.

Following represents a checklist of items that need to be performed to comply with "FMS Ready".

- 1) Have an electrical contractor mount the FMS System pedestals and fasten to concrete.
- 2) Conduit Requirements - Have electrician run a conduit from the master dispensers to pedestal as needed. Our electrical requirements to each FMS Controller are as follows:
 - a. We will need dedicated power from a circuit breaker panel to each FMS Controller. The power for each FMS Controller can be pulled off one circuit breaker.
 - b. We will need a dedicated conduit back to the building from each FMS Controller for communication wiring unless RF LAN connectivity will be used. These may be looped also.
 - c. We will need one conduit from the pedestal to be terminated in the dispenser electrical junction box.
 - d. We will either need:
 1. A second conduit from the pedestal to the pulser junction box in the dispenser, or
 2. The pulser junction box in the dispenser piped over to the electrical junction box in the dispenser
 - e. Contractor must mount WAF Antenna centrally to all fuel lanes if WAF option is purchased. Must have conduit from nearest ICU to this point
 - f. (For Transit Lanes only) Mount Banner sensor in each fuel lane and run conduit from sensor to respective FMS Controller.
- 3) Cable Requirements - Have electrician pull the following cables - leaving at least three feet extra to extend above the top of the pedestal and as much as possible to fit in the electrical junction box within the dispensers: The items lettered below correspond with the same letter of the conduit above.
 - a. Three 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS Controller from breaker panel. Terminate at panel, wire nut FMS System ends and mark breaker. Lock breaker in off position
 - b. Pull whatever cable is appropriate based on client demands and location parameters to ensure a reliable TCP/IP ethernet connectivity at the fuel island to each Island Control Unit. This may be a CAT5 cable, fiber optics or RF Ethernet connectivity. If the TLS Interface option is chosen a four conductor shielded cable 22AWG minimum from TLS System to the FuelFocus Controller is also needed. Short haul modems may be necessary and are not included in this quote in distances that exceed fifty (50) feet. Veeder Root connectivity can also be achieved via TCP/IP as an option. Installation of necessary RS232 or ethernet card in the Veeder Root, along with appropriate setup are the client responsibility.
 - c. Pull four 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser (eight if it is a two hose pump/dispenser) electrical junction box for control wiring. One of these wires should be white for neutral.
 - d. Pull a four conductor 22AWG minimum shielded cable to the dispenser for pulser communication.
 - e. Pull the CAT5 wire included with WAF Antenna to the ICU along with a single 14AWG THHN green wire for grounding purposes.
 - f. (For Transit Lanes only) Pull included cable for Banner Sensor through conduit. Extend length if needed.
- 4) Call AssetWorks to schedule a date for final terminations when all of the above is done.

Note - all wiring and conduits described above are what is needed for FMS System control only. This document assumes the station and dispensers to be wired already.

Joseph A Basile

VP Fueling Technologies

joseph.basile@assetworks.com

610-228-0120

INITIAL _____

TERMS OF USE

Price/Specifications

Price and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographic errors.

PAYMENT TERMS

Net 30. All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Services will be billed monthly as performed.

MISSING, DAMAGED, OR INCORRECT ORDERS

Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.

RETURN POLICY

AssetWorks products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.

To request an RMA, please email fuelsupport@assetworks.com. RMAs are valid for 15 days from the date of issuance.

The following information is required for all RMAs:

The invoice or packing list number

The product name and part number

Company name, point of contact, mailing address, email address, and telephone number

A reason for the return

If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks Inc. will not be accepted.

Send returns with the RMA number clearly marked on the package to:

AssetWorks, Inc.

Attn: RMA Department

998 Old Eagle School Road, Suite 1215

Wayne, PA 19087

All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).

Return Shipping

All returns must be shipped freight pre-paid.

Unauthorized or Refused Returns

Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.

Returns Older than 30 Days

Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.

ASSETWORKS INC. LIMITED WARRANTY

Warranty coverage for AssetWorks Inc. (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees.

The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.

Warranty Start Date

"Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus three (3) months or the FuelFocus go live date, whichever comes first.

Limited Hardware Warranty

AssetWorks, Inc. ("FuelFocus") provides a one (1) year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

Labor and travel costs are not included, unless required under contract specific terms.

AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.

New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice.

Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday Upon a Hardware System Failure,

AssetWorks will repair or replace such product hardware within fourteen (14) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks.

Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers.

Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual.

Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.

Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWork parts, or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty.

Damage suffered by FuelFocus equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

Limited Software Warranty

AssetWorks provides a one (1) year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of one (1) year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of one (1) year following delivery of the software to licensee.

Technical Support Access

During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless a AssetWorks Support Contract is purchased for all systems owned by the customer).

Software Updates

During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial one (1) year warranty period are available as an upgrade product for the then applicable list price.

Warranty Limitations

AssetWorks's warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified without AssetWorks's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contact Us

For more information, please contact your AssetWorks sales representative.

INITIAL _____

Section A - General & Technical Requirements

The system must be an n-tier application, consisting of a presentation layer, application layer and database.

AssetWorks FleetFocus M5 complies

The presentation layer of the application must be written using .NET technology and utilize active server pages.

AssetWorks FleetFocus M5 complies

The application layer must be written in a widely used software language such as C#. The application must utilize components to aid in interoperability with other applications. The database layer must utilize the Oracle or SQL Server Relational Databases.

AssetWorks FleetFocus M5 complies

The System must be completely Web based, and run within a Web Browser Internet Explorer version 9

AssetWorks FleetFocus M5 complies

There shall be no application software that requires installation on the client workstation; this includes help files, executables or database software. The system should be accessible purely from a Web browser and the application shall be hosted by the provider, with the ability of the data to be stored on a server at the City.

AssetWorks FleetFocus M5 complies

The system shall utilize screen tabs to organize data that requires more than one screen to display. At the user's option, the tabbed format of the screen shall be changed to a scrolling screen where all screen tabs are displayed simultaneously.

AssetWorks FleetFocus M5 complies

The System must allow users to navigate directly from one screen to any other screen or program through the use of Windows Explorer style menus.

AssetWorks FleetFocus M5 complies

The System must allow authorized users to customize all application menus. The System must provide extensive on-line help.

AssetWorks FleetFocus M5 complies

The System must provide automatic numbering features for units, work orders, purchase orders and requisitions, but must allow for user defined number sequences to be assigned.

AssetWorks FleetFocus M5 complies

The System must utilize the ATA VMRS repair code structure.

AssetWorks FleetFocus M5 complies

The system must have the capability of copying unit information from one unit to another. For example, when setting up 50 similar units on the system, the system must enable us to set up a master record and duplicate it for each additional similar unit.

AssetWorks FleetFocus M5 complies

The system must provide a spell checker for any text that is input into the system as notes.

AssetWorks FleetFocus M5 complies

The system must provide a built in system utility where individual users can customize their own home page, and add commonly used Web page links as well as commonly used functions of the system.

AssetWorks FleetFocus M5 complies

The system must allow user to attach image files, document files or multimedia files to any static record of the system.

AssetWorks FleetFocus M5 complies

The system shall have a comprehensive offering of standard reports that can be set up to run on a regular scheduled basis.

AssetWorks FleetFocus M5 complies

The standard reports of the system should include graphic representation of data in the form of bar charts, pie charts and scatter charts.

AssetWorks FleetFocus M5 complies

The system must provide a “dashboard” feature where users can configure an unlimited number of key performance indicators that display graphically and provide real time alerts when user defined thresholds are reached or exceeded.

AssetWorks FleetFocus M5 complies

The system shall provide features where all standard reports of the system can be output as PC files in the following formats; Adobe Acrobat, Microsoft Word, Excel, Text File, Rich Text, Comma Delimited, or tab delimited.

AssetWorks FleetFocus M5 complies

The system must provide the ability to create an unlimited number of user-defined fields for units, technical specifications, parts, locations, purchase contracts, departments and vendor records.

AssetWorks FleetFocus M5 complies

Section B - Equipment Information

The System should allow access to a unit record, on any screen where unit number is input, by the following fields:

- Unit number
- License number
- Serial number (Vehicle Identification number).
- Purchase order number
- Requisition number
- Fuel Card Number
- Using Department
- Owning Department
- Operator ID
- Any User Defined Field and its value

AssetWorks FleetFocus M5 complies

The System must allow for a minimum seven levels of class coding on a per unit basis and all class codes must be user defined.

AssetWorks FleetFocus M5 complies

The classification features should consist of 2 major classifications; one, maintenance class, to represent a group of equipment that has similar maintenance requirements, the other, technical specification, to represent a group of equipment with identical physical characteristics (year, make, model, engine, transmission, etc.).

AssetWorks FleetFocus M5 complies

The System must allow for recurring or forecasted jobs (P.M.'s, inspections, etc.) to be assigned and controlled by these major classifications.

AssetWorks FleetFocus M5 complies

The System must provide for exception parameters to be controlled at the maintenance class level. The Systems maintenance class file should contain the following exception criteria:

-Repair Reason - maximum cost and number of occurrences

-System (engine, transmission, etc.) - maximum cost

FleetFocus M5 tracks exceptions based on the Technical Specification. This was moved from the MCC in M4 to the Tech Spec in M5.

The system must provide the ability to create an unlimited number of user defined fields for equipment and technical specifications records.

AssetWorks FleetFocus M5 complies

The System must provide the user the ability to create the following system codes. These codes must be validated wherever input in the system. In addition, the system should provide a look up capability for all code information:

- Maintenance Class Codes
- Technical Specification Codes
- Status Codes (Active, Inactive, Retired, etc.)
- Activity Codes
- Description Codes (Chassis, Body, etc.)

- Repair Codes
- Repair Reasons
- System, Component and Part Codes
- Location Codes
- Department Codes
- Account Codes
- Rental Codes
- Fuel Type Codes,
- Vendor Codes
- Budget Codes
- Manufacturer
- Make
- Model

AssetWorks FleetFocus M5 complies

The code look up feature must provide wild-card capabilities. Access to the lookup feature should be gained from the specific field through the use of a function key or a command bar.

AssetWorks FleetFocus M5 complies

The System must provide for a “reasonableness” check of all critical data. The data validated should include, but are not limited to:

- Meter readings
- Dates
- ATA codes
- Specification information

AssetWorks FleetFocus M5 complies

The System must control work order spending limits on a per unit basis as well as at the maintenance class level.

FleetFocus M5 allows users to set the work order cost flags on the Unit and reports cost exceptions based on the Tech Spec.

The System should allow optional password input when work order spending limits are exceeded.

AssetWorks FleetFocus M5 complies

The equipment display must contain the following data fields:

- unit number
- license plate number
- purchase order number
- requisition number
- year
- make
- model
- technical specification number
- maintenance classification code number
- primary maintenance location
- location garaged in
- fueling location

- user department
- activity code
- owning department
- registration type (commercial, passenger, etc.)
- registration state
- registration expiration date
- emission inspection date
- serial number
- equipment status code
- special permit number
- title number
- in-service date
- operating shift code
- primary meter reading
- secondary meter reading
- acquisition meter reading
- in service meter reading
- disposal date
- unlimited notes fields

AssetWorks FleetFocus M5 complies with ALL of above, except Emission Inspection Date. Emission Inspections are most commonly managed as Standard Jobs and in those cases the date would be found on the Standard Job History. Another option would be to set up Emission Inspections as Permits and manage these on the License and Permit tab.

The System must contain accounting information (replacement fund, depreciation, etc.) on a per unit basis

AssetWorks FleetFocus M5 complies

The unit accounting record must contain the following data elements:

- billing account (a minimum of 32 characters)
- rental code
- asset number
- maximum work order cost
- purchase order number
- requisition number

AssetWorks FleetFocus M5 complies

The replacement fund portion of the unit accounting record should contain the following data elements:

- period contribution
- fund account number
- fund status
- estimated replacement cost
- periods contributed
- expected life
- periods depreciated

AssetWorks FleetFocus M5 complies

The depreciation portion of the unit accounting record should contain the following data elements:

- depreciation status
- depreciation type
- purchase amount (by chassis, by body/equipment)
- depreciation account number
- depreciation periods left
- salvage value
- salvage percentage (salvage value as a percentage of purchase amount)
- current period depreciation
- depreciation adjustment
- capitalized cost adjustment
- accessories cost

AssetWorks FleetFocus M5 complies

The sale information portion of the unit accounting record should contain the following data elements:

- date of sale
- amount (proceeds from sale)
- expenses (expenses incurred related to the sale of the unit, repairs, auction fees, etc.)
- sale type (e.g. external auction including vendor name, salvage, employee auction)
- sold by
- sold to

AssetWorks FleetFocus M5 complies

The System's equipment file must contain the following cost or statistical data for each month and each year that the unit has been in service, as well as life to date:

- Work orders opened
- Usage (miles, hours, kilometers)
- Labor hours charged
- Labor cost charged
- Part number charged
- Parts cost charged
- Commercial repair cost charged
- Type of fuel utilized
- Fuel cost charged
- Fuel quantity charged
- Oil cost charged
- Oil quantity charged
- Miscellaneous cost charged (fluids, etc.)
- Billed Amounts

AssetWorks FleetFocus M5 complies

The System must allow for the tracking of equipment downtime using two methods, the operating schedule of the unit downtime, and shop downtime, concurrently, on a per repair and per unit basis.

AssetWorks FleetFocus M5 complies

The System must also track downtime status (i.e. waiting for parts, waiting for labor, work in progress, etc.). These status codes must be unlimited and user definable.

AssetWorks FleetFocus M5 complies

The System must have the ability to track an unlimited number of warranties on a unit by unit basis (this would include system, component and accessory warranties in addition to the new vehicle warranty).

AssetWorks FleetFocus M5 complies

The System must track each warranty assigned to a unit by usage, time, and the vendor responsible for the warranty.

AssetWorks FleetFocus M5 complies

The System should provide for an optional warning flag to appear when a job for a warrantable item is added to a work order.

AssetWorks FleetFocus M5 complies

The System must provide for the association of an unlimited number of units (trailers, bodies, aerial devices welders, etc.) to a main or base unit.

AssetWorks FleetFocus M5 complies

The system must allow both the base unit and associated unit(s) to be maintained from one common (complex) work order. The system must have the capability to allocate both parts and labor to the applicable base or associated unit(s).

A work order is specific to a unit. Associated units have their own specific work order, with a hyperlink from the work order giving the user direct access to that work order. Jobs, labor and parts are charged to the work order associated with each unit.

Any P.M. scheduling for the base unit should take into account the P.M. schedule and requirements of any associated units and vice-verse.

AssetWorks FleetFocus M5 complies

The System must also have the capability to combine costs and downtime for the base and associated units and or maintain them separately. This must be user definable.

All costs and downtime are linked to the units specific work order and can be combined through a view to show total unit cost.

The System must allow for the changing of unit numbers and/or the transfer of associated units to a primary unit without affecting the maintenance cost or history. Audit trails must be maintained for all changes.

AssetWorks FleetFocus M5 complies

The system's accounting and tracking portion must provide for reports to be developed, retrieved, and printed on a daily, monthly, and annual basis without requiring an additional software program. If such a program is required to develop such reports, the cost of such a program and identification of such a program will be included in the bid price.

AssetWorks FleetFocus M5 complies

Equipment Information Overview:

In general, FleetFocus fully supports all of the Asset Management functionality that is required by the City. The Asset Management and Maintenance modules that are part of the standard FleetFocus application can support the requirements outlined below and support the as-is and to-be work-flows presented in the RFP. An advantage to the FleetFocus application is that each of the functions described below can be implemented independently as the City gains experience and comfort with the system. The initial implementation and deployment will require only the unit master data to be loaded. Once the records are in place, repair history, PM schedules, warranty, predictive maintenance, acquisitions/disposal and accidents functions can each be brought online.

Accidents / Incidents

FleetFocus is delivered with an integrated Accident Management module. The module includes functionality to capture information from a user-defined online Accident Report and integrates these reports into the maintenance process. Information from the Accident Report can be used to support accident analysis and review processes. Estimates for repairs and actual work orders can be linked to the accident report, supporting the subrogation and insurance claims processes.

Accident Entry

Version 2.1.0

Account: 129 [Add Account](#) Entry Date: 09/01/2009 10:54:49

Unit: 1238 2004 LIFTMORE 1022DP CRANE

Alternate Unit No.:

[More Unit Information](#)

[Link Information](#) [Accident Detail](#) [Link Damage](#) [Vendor Estimate](#)

Location

Date: 09/01/2009 10:00:00 [Accident Description](#)

Address: 340-000-0000-0000-0000

City: 00000

Country: USA

State / Zip Code: PA 19007

Type: TEST

Class: ROAD

Condition

Weather: SHOWING

Condition: SUPPLY

Road Condition: SUCCEDDED CONDITIONS

Seat Belt Used: ☐ Personal Injury: ☐ Fatalities: ☐

Police Information

Report No: 12345678 Police Report?: ☐

Department: 12345678 Officer Name: 12345678

Address: 12345678

City: 12345 State / Zip Code: PA 19007

Country: USA

Drug: ☐

Subway Test: ☐ Passed ☐ Date Created: 09/01/2009

20 Vendor / Witness Information (Record 2 of 2)

Name	Country	Address1	Address2	City	State	Zip
MARY SMITH	USA	111 MAIN STREET		WAYNE	PA	19007
JOHN SMITH	USA	111 MAIN STREET	SUITE 100	WAYNE	PA	19007

Accident Entry

Version 2.1.0

Account: 129 [Add Account](#) Entry Date: 09/01/2009 10:54:49

Unit: 1238 2004 LIFTMORE 1022DP CRANE

Alternate Unit No.:

[More Unit Information](#)

[Link Information](#) [Accident Detail](#) [Link Damage](#) [Vendor Estimate](#)

20 Vendor Estimate (New record number 1)

Vendor	Ref No	Estimate Date	Estimate Hours	Labor Cost	Part Cost	Consign Cost	Misc Cost

AssetWORKS

Acquisitions / Disposals

FleetFocus has asset management functionality to support the purchase and sale of fleet assets. The acquisition capabilities include Unit Request, Requisition and Purchase Order screens to track an asset from request to delivery. All acquisition costs are recorded against the asset record and can include make-ready, refurbishment and other capital adjustments, which also feeds the asset depreciation functionality.

Unit Request (version 1.4.0)

Request No:	NEW	New Request	Status:	
Unit No:	122000	Type:	Replaces	Unit Request Items
Requester:	CEISM	Approval:		Previous
Ownership:	Owned	Reject Reason:		Previous
Delivery Date:		Lease Type:		

Info	Detail	Category	Options	Class
Information				
Replaces Unit:	11102	2006 CHEVROLET UPLANDER	Disposal Status:	
Owner Dept:	13001311	FLEET MANAGEMENT ADMIN (ROLL)	Estimated Date:	
Using Dept:	11001391	FLEET MANAGEMENT SECTION	Disposal Reason:	
Parking Location:	PSC TR	PUBLIC SAFETY CENTER	Employee:	
Maint Location:	13800N	ROONEY POLICE SUBSTATION		
Fuel Location:	TAKENH			
Delivery Location:	05CPVD	24TH STREET CAR POOL		
Activity:				
Tech Spec:			Tech Specs/Items	
MCC:	M01	LIGHT DUTY 6K/30K/1810		
Operation:	DETECT1110	DETECTIVE		
Notes				

Unit Purchase Orders (version 1.7.0)

Purchase Order		Description:	WALKER PASSENGER	Status:	Open
Number:	PC000001				
Vendor					
Number:	PC0000	Name:	ROUND FORD		
Tender No:	1	Address:	750 RAINIER AVENUE S.		
Phone:	(425) 277-1163	City / State:	RENTON WA		
Total Amount:		Technical Specification:	15 PASSENGER		

Unit Accounting (version 2.0.0)

Unit Information		Status:	Active unit	creation:	29 Feb 2000
Unit:	420036	1994 FORD LN8000		position:	01-Apr-2000
Financial					
Capitalized Cost		Depreciation	Replacement	Lease	
Capitalized Cost:					
Purchase Price:	\$48,586.40	Purchase CCO:	\$0.00		
Acquisition Prep:	\$600.00	Prep For Service WOs:	\$0.00		
Accessory Cost:	\$995.00	Accessory WOs:	\$66,068.74		
LTD Capital Adjustments:	\$0.00	LTD Capital Adjustments WOs:	\$0.00		
Total Capitalized Cost:	\$105,390.14				

When an asset is ready for disposal, their status can be updated to Flagged for Disposal and tracked through the disposal process until final sale. Once sold, information about the sale can be tracked. All sold units remain accessible in the application to support historical analysis and data integrity.

Unit Disposal (version 2.0.0)

Unit Information		Status:	Sold Asset
Unit:	400000	1997 FORD CROWN VIC	
Disposal			
Additional Disposal Information			
Refinance Number:		Selling Information	
Disposal To:	AUCTION	Sale Proceeds:	\$1,600.00
Disposal Date:	04-Oct-1997	Trade-in Credit:	\$0.00
Disposal Master:		Check Amount:	\$1,600.00
Financial Information			
Pickup Date:		Sale Proceeds:	\$1,600.00
Financier:		Current Book Value:	\$0.00
Cash Received By:		Sale Expenses:	\$24.40
Bank Issuing Check:		Disposal Prep Costs:	\$16.37
		Net Proceeds:	\$1,489.23

AssetWORKS

Costs, Budgets

FleetFocus is an asset-centric application that is designed to consolidate all fleet-related costs into a single database to make fleet management easy and information based. A Unit History table aggregates individual transaction costs into a simple table that identifies costs by category: maintenance (labor, parts, and commercial work), fuel, depreciation, lease fees, indirect allocations, replacement contributions, miscellaneous charges, and fixed costs. The integrated Billing Module allows all fleet expenses to be charged to the appropriate account code for revenues and expenses. Billing rules are defined by the user to support multiple charge-back methods. Reporting allows for costs to be tracked by revenue and expense account, department and unit to support budget management.

Dept/Unit History Query (Version 2.0.0)
Unit/Dept History Information
Unit: 420036 1994 FORD L10000
Cur Using Dept: Cur Owning Dept:
Cur Maint Loc: Fiscal Period Range: From: To:
Clear Refresh

Billing Codes (Version 1.7.0)
Billing Information
Billing Code: 0007 SEDAN FL1 SIZE/POLICE Disabled: No
Effective Date: 01-Jan-1990 New Effective Date:
Type: LEASED Approve All Units
Details Information Motor Pool Units Fixed
Lease Information
Rate: \$0.00 Rate Per: Period:
Shift: Season:
Usage Of Primary Meter
Flat Usage Per Period: 0
Charge Per Usage: \$0.2500
How To Charge: Flat Usage Price
Recording Method: Unit History
Repair Information
Labor Billing: Bill Actuals With Markup
Part Billing: Bill Actuals With Markup
Commercial Billing: Bill Actuals With Markup
Fuel Information
Inside Fuel/Products: Bill Actuals With Markup
Outside Fuel/Products: Bill Actuals With Markup
Fuel Charge Per Gallon/Liter:

Maintenance (Loaded 103 records)
Fiscal Period (Loaded 103 records)
Period: 199301 0 0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 0 0 0.00
199302 0 0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 0 0 0.00
199304 0 0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0 0 0 0.00
199405 1 0.00 \$0.00 \$0.00 \$0.00 \$0.00 1 1 0 0.00
199408 1 0.00 \$29.40 \$0.00 \$124.2100 \$0.00 \$0.00 39 1009 0 0.00
Fiscal Year (Loaded 14 records)
Period: 1993 19 1993.04 \$1,131,140 \$0,629,116 \$0,000 \$0.00 1899 0 \$2,870,109.00
Period: 1994 12 1994.07 \$0,000.00 \$0,000.00 \$0,000 \$0.00 1878,358.00 1187 0 \$0,000.00

Hierarchy

Organization Hierarchy supports an unlimited number of user-defined hierarchy levels and level labels. Each asset is linked to an Owning and Using Departments, which is each linked to a parent organization unit, which can also be linked to a higher level organization. This functionality is used to support integrations and reporting.

Department Corporate Hierarchy (Version 1.74)
Organizational Hierarchy (Record 3 of 4)
Level Level Title Mandatory
1 NATIONAL
2 AREA
3 DISTRICT
4 BRANCH
DISTRICT Organizational Group Values (Loaded 59 records)
Label Description
SLFL SOUTH SIDE LANDFILL
SSC SINTO SENIOR CENTER
SSR SOUTH SIDE ROUTES
STOR CITY STORES
STRE STREET MAINTENANCE
SWM SOLID WASTE MISCELLANEOUS

Activity Codes (Version 2.0.0)

Activity Information
Activity Code: **1104** TRANSPORTATION Disabled: **No**

Activity Classification
Nonvehicle/No Utilization Activity: **No** Mission Critical: **No** Emergency Response: **No**

Personal Use
Take-Home Authorized: **No**
Personal Use Allowed: **No**
Personal Use Allowance:

Actual Activity
Expected Average Annual Use: **12000**
Low Annual Utilization: **5000**
High Annual Utilization: **15000**

Seasonal Activity
Season Code: In-Season Average Use: **0**
Season Start: Low Seasonal Utilization: **0**
Season End: High Seasonal Utilization: **0**

Unit Assignment History (Version 1.8.1)

Unit Information
Unit: **11** 2002 DAKOTA 4X4 PICKUP Status: **Active Unit**

11 Using Department (Loaded 3 records)

Department	Description	Effective Date	Assignment Type	Assignment Code	Operator
0020	Testing	01-Nov-2005			
0010	EXECUTIVE	10-Jan-2005			
0015	BLDG MAINT-HINTON	09-Jan-2005	INDIVIDUAL	COMMISSIONER	9999

11 During Department (Loaded 2 records)

Department	Description	Effective Date
0010	EXECUTIVE	10-Jan-2005
0020	CUST SVC-MCDONALD	25-Oct-2004

Equipment Time Sheet (Version 1.2.0)

Unit Information
Unit No: **429036** 2007 FREIGHTLIN CASCADIA Status: **Active**
Using Dept: **0080** PUBLIC SAFETY
Parking Loc: **NORM** NORTH MAXIMUS WAREHOUSE

Unit Meter Information
Year: **2008** Month: **07**
Meter Date: **06/17/2008**
Meter Reading: **12059** Meter Type: **MILE**

Meter Information (New record number 2)

Effective Date	Meter Start	Meter End	Quantity	Account Number
06/03/2008	12059	12075	26	001-000-101-06-1-4210

Mile Location:
License Type: **LC** License Number: Unit Status: **Active**
Expiration Date From: **01/01/2010 00:00:00** To: **12/31/2010 23:59:59**

License / Permit Information (Loaded 12 records)

License	Unit	Start Date	Expiration Date	State	Country	Weight	Fee	Type	Description
P33502A	429036	12/1/2009	12/1/2010	PA	USA	50.00		LC	License Number
P3375DA	429036	01/01/2010	01/01/2010	PA	USA	50.00		LC	License Number
U13635	34858-85	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U14418	35617-87	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U14792	31580-87	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U19880	34559-88	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U19884	35537-88	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U2189	33571-83	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U2264	MF0009	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U3173	32819-89	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U3834	13820-04	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number
U4008	32821-84	01/01/2010	01/01/2010	IL	USA	50.00		LC	License Number

PM / Inspection Schedules

FleetFocus supports an unlimited number of user-defined Standard Job schedules for forecasting PM, services, and inspections. All schedules can be based on time, usage and/or fuel consumption; linked to one or two asset pickers; and made relative to the last time completed or put on an absolute, fixed schedule. The integrated Forecaster process will automatically generate work requests with an planned due date based on the assets schedule and last time the task was completed. Notices can be automatically sent to department asset managers, alerting them to upcoming services.

Standard Job Schedule (Version 2.2.0)

Job / MCC
Job Code: **10-PM-10K** **PERFORM 10000 KM INSPECTION & SERVICE**
MCC: **NSB73** **NSB CLASS 73 EMU**

All **Schedule** Forecaster Loc Override Subjobs

Recurring Interval
Time: **90** Day(s)
Primary Meter: **10000** Usage
Secondary Meter: Usage
Fuel Consumption:
Earliest Deviation: **5.0** %
Latest Deviation: **5.0** %

First Time Criteria
Earliest Date:
Primary Meter: Usage
Secondary Meter: Usage

Forecaster Statistics (Version 1.2.0)

Forecaster Statistics For Unit 422898 / Job 10-PM-10K

Work Request No: **1300129**
Absolute / Relative: **R**
Acq / In Serv Date: **03/24/2000 00:00:00**
Avg Fuel: **1.445**
Avg Meter1 (usage per day): **115.000**
Avg Meter2 (usage per day): **0.000**
Computed Fuel Interval in Days: **0.000**
LTD Usage1 at time of Forecast: **23454**
Computed Usage1 Interval in Days: **87.000**
Computed Usage2 Interval in Days: **0.000**
Job Due Date: **06/10/2009 00:00:00**
Interval for Due Date (Basis): **Time**
Job Due Date Based on Fuel:
Job Due Date Based on Time: **06/10/2009 00:00:00**
Job Due Date Based on Usage1: **11/07/2009 00:00:00**
Job Due Date Based on Usage2:
Total Fuel (Last 3 Periods): **0**
Total Usage1 (Last 3 Periods): **8745**
Total Usage2 (Last 3 Periods): **0**
Min Usage1 before job due: **0**
Min Usage2 before job due: **0**
WO in Progress?: **No**

Last Fueling Date: **01/25/2007 07:24:48**
Fuel when job was last done: **2321**
Date job was last done: **05/15/2009 00:00:00**
Usage1 when job was last done: **12452**
Usage2 when job was last done: **0**
LTD Fuel at time of Forecast: **3512**
LTD Usage2 at time of Forecast: **0**
Last date meter1 was updated: **11/15/2009 00:00:00**
Last date meter2 was updated: **03/24/2000 00:00:00**
Job Priority: **8**
Unit In-Service Date: **03/24/2000 00:00:00**
Season Start Date(MMDDYY):
Season End Date(MMDDYY):
Earliest Date job can be done:
Job Time Interval: **90**
Job Fuel Interval: **0**
Job Usage1 Interval: **10000**
Job Usage2 Interval: **0**
Forecaster Run Date / Version: **11/16/2009/1.1.1.24**

Predictive Maintenance

The Standard Job scheduling functionality can be used to setup predictive maintenance schedules. Users can setup job schedules based on time or usage parameters to generate work requests to perform predictive maintenance tasks. The application also provides the information that can be used to identify when failures are likely to occur. Every repair is linked to the age and usage of the asset. Through application reports users can determine when work should occur and setup jobs to schedule that work. Forecaster will automatically generate work requests when the asset approaches that schedule interval.

Unit Standard Job Schedule Query

Unit / Dept / Component
Unit Number: 42398 1998 ADTRANZ BM73-B Status: Active

Interval
Scheduled Standard Jobs (Loaded 4 records)

Work Request Main (Version 2.3.0.4)
Unit: 42398 1998 ADTRANZ BM73-B Max WO: 50.00
Number: 1300118 Occurrence: 1 Create Date: 11/16/2009
Job Code: 48-CC PROGRAM CAB CONTROL SYSTEM Campaign No:
Job Reason: PLANNED SERVICE
Preferred Shift: Work Order:

General
Contact and Reference Information
Reported By: FORECAST
Phone: Request/Reference
Maintenance Location: NORM NORTH MARKET MAINTENANCE
WR Source: Forecaster Employee/Group
Incident: Alternate Unit No:

Work Order Manager

Work Order Type
Search By: Unit Show Closed Work Orders Since 11/16/2009

Unit: 42398 1998 ADTRANZ BM73-B Alternate Unit No:

Job	Description	Visit Reason	Due Date	Earliest Date	Location	Rep	Cost
10-1K	LUBRICATE RAIL CAR TRUCKS	P	11/17/2009	11/17/2009	NORM	10	\$0.00
10-PM-19K	PERM ORB 10000 KM INSPECTION & SERVICE	P	11/16/2009	11/16/2009	NORM	10	\$440.00
29-RE	SERVICE INTERIOR EXTERIOR BODY	P	11/17/2009	11/17/2009	NORM	10	\$0.00
48-CC	PROGRAM CAB CONTROL SYSTEM	P	11/17/2009	11/17/2009	NORM	10	\$0.00

New Work Order
Visit Reason: PLANNED Manual Work Order Number:
Work Order Start Date: 11/16/2009 15:41:32
Build Work Order

Readings / Calibrations

Each asset has two meters that can capture usage (KM or M), hours, and counts of activity. Meters can be updated manually or through interfaces. Many transactions may be linked to a meter reading to help with analysis. A Meter Journal is maintained to make it easy to review meter readings and make corrections as needed. Rules are also in place to insure that correct meter readings are captured. Users must have an assigned privilege to update out-of-range meter readings.

Unit Main

Unit Information
Unit: 423036 1994 FORD L8000 Status: Active unit
Alternate Unit No.: N/A Installed/Replaced Parts Unit Issues Unit Accounting
Tech Spec Items Vehicle Unit Setup

Primary Meter Information
Type: HOUR Reading: 30000 Date: 23-Sep-2004 LTD Usage: 39100

Secondary Meter Information
Type: MILE Reading: 0 Date: 07-Oct-2003 LTD Usage: 0

Acquisition Meter Information
Primary Meter: Acquisition Date: 07-Dec-1993
Secondary Meter: Arrival Date: 17-May-1994

In-Service Meter Information
Primary Meter: In-Service Date: 17-May-1994
Secondary Meter:

Meter Journal Viewer

Selection Criteria
Unit Number: 423036 1994 FORD CROWN VIC
Location where meter changed:
Meter Source: Meter Interface
Primary Meter Beginning Date: 01/13/2008 13:08:49
Primary Meter Ending Date: 02/12/2010 13:08:49
Clear Refresh

Unit Number	Location	Gr	Primary Meter	Primary LTD Usage	Primary Unit	Primary Meter Date	Second Meter	Second LTD Usage	Second Unit	Second Meter Date	User
423036		W	12045	22045		08/12/2008 15:27:12	150936	150936		01/17/2007 07:10:26	CS
423036		U	12050	22050	5	09/12/2008 21:06:43	150936	150936		01/17/2007 07:10:26	CS

The Test Suite functionality can also be used to capture other measures, such as condition, tread depth, pressures, and volumes. These values can be compared to user established thresholds to identify out-of-norm values, which can generate follow-up tasks.

AssetWORKS

Test History Query

Selection Criteria

Unit: 420036 2002 FORD CROWN VIC
 Test Suite Name: TREAD DEPTH
 Date Range: From To
 Show filtered entries only: ☐ Clear Retrieve

Completed Test Suite Results (Loaded 1 records)

Unit	Test Suite Name	Test Date	Test Status	Test Location	Test Results	Test Status	Test Date	Test Status	Test Location	Test Results
420036	TREAD DEPTH	15/10/2007 21:55:40	FAIL	MEASURE TREAD DEPTH 23	ACCEPTED					

Direct Test Suite Result Entry

Test Suite Result Entry (No Work Order)

Location: 420036 NORTH BAKERS MANTENANCE
 Unit: 420036 2002 FORD CROWN VIC
 Test Suite Name: TREAD DEPTH
 Reference No: 0335

Meter Information

Meter	Reading	Type
1	10.512	FILE

TREAD DEPTH Results (Record 1 of 1)

Unit	Test Suite Name	Test Date	Test Status	Test Location	Test Results	Test Status	Test Date	Test Status	Test Location	Test Results
420036	TREAD DEPTH	15/10/2007 21:55:40	FAIL	MEASURE TREAD DEPTH 23	ACCEPTED					

Repair History

FleetFocus is a work order based application, with each work order linked to a unit or component asset or to a department requisition. It's easy to search a unit's repair history through online queries and reports. The application maintains a complete history for every asset beginning with the first work order entered in FleetFocus. Each work order is a single repair event that is date-time stamped, has a reason code, location, and current meter reading. A work order has an unlimited number of jobs, each with its own reasons, location, status, standards and actual costs. Jobs are linked to a System/Component code to allow for performance and failure analysis by key asset systems. All repair costs are summarized by labor, parts and commercial on the Unit History table/screen. Additional queries allow users to drill into individual labor, part and commercial charges.

Work Order Query

Selection Criteria

Unit: 420036
 MCC:
 Tech Spec:
 Location:
 Statuses: ☐ Open ☐ Completed ☐ Closed
 Work Order Open Date Range: Start: 07 Jul 2003 End: 07 Jul 2004
 Clear Retrieve

Unit 420036 Query Results (Loaded 12 records)

Unit	WO No	WO Location	WO Status	Meter	Job Code	Job Open Date	Job Location	Job Status	Job Reason	Job Cost	Part Cost	Cor
420036	147771	FTHLSM	OPEN	10000	02-13-013	27-May-2004	NORMM	O	WFA	\$0.00	\$50.00	\$0.00
420036	147771	FTHLSM	OPEN	10000	06-PM-PMA	05-May-2004	NORMM	P	WFA	\$129.06	\$0.01	\$23.00
420036	147411	NORMM	CLOSED	10000	06-PM-PMA	03-Dec-2003	NORMM	P	DON	\$0.00	\$0.00	\$0.00
420036	147391	NORMM	CLOSED	8900	50-BS	04-Nov-2003	NORMM	H	DON	\$0.00	\$0.00	\$21.00
420036	147371	NORMM	CLOSED	8471	50-BS	04-Nov-2003	NORMM	H	DON	\$0.00	\$0.00	\$12.00
420036	147391	NORMM	CLOSED	8900	01-17	27-Oct-2003	NORMM	O	DON	\$43.02	\$0.00	\$0.00

Work Order Labor Charge Query

Selection Criteria

Unit: 420036 1994 FORD LN8000
 MCC:
 Tech Spec:
 Job Code:
 System Code: PM SERVICE (ALL LEVELS)
 Location:
 Position Code:
 Start Date: 01-Jan-2003 00:00:00
 End Date: 05-Mar-2004 00:00:00
 Clear Retrieve

Unit 420036 Query Results - Double Click line below for details (Loaded 16 records)

Unit	WO No	Location	Job Code	Emp No	Name	Hours	Cost	Start Date/Time	Product
420036	147391	NORMM	06-PM-PMA	134	PUTMAN, PAUL E	0.25	\$20.14	27-Oct-2003 09:00:00	
420036	147391	NORMM	06-PM-PMA	133	LENOCKER, THOMAS E	238.48	\$20,140.74	25-Oct-2003 19:28:13	
420036	147371	NORMM	06-PM-PMA	133	LENOCKER, THOMAS E	1.5	\$129.06	28-Oct-2003 14:30:00	
420036	147351	NORMM	06-PM-PMA	133	LENOCKER, THOMAS E	1	\$88.04	15-Oct-2003 14:30:00	
420036	146147	NORMM	06-PM-PMA	122	KOWITZ, JON S	2.67	\$185.08	29-Jun-2003 22:00:44	
420036	139026	NORMM	06-PM-PMA	122	KOWITZ, JON S	1.28	\$82.02	02-Mar-2003 21:01:08	
420036	139026	NORMM	06-PM-PMA	122	KOWITZ, JON S	0.34	\$21.01	02-Mar-2003 18:41:17	
420036	139024	NORMM	06-PM-PMA	122	KOWITZ, JON S	0.45	\$28.54	09-Feb-2003 13:47:18	
420036	138403	NORMM	06-PM-PMA	122	KOWITZ, JON S	1.41	\$90.05	29-Jan-2003 22:27:58	

Warranty

Warranty is fully integrated into the maintenance process. Warranty terms can be setup at the Tech Spec level and apply to all units in the group, or on the unit level. Each job is evaluated to determine if the job violates either the whole unit warranty terms or terms for the system/assembly for the job. Additionally, individual part numbers can have warranty terms which are evaluated when the part is issued. When a warranty violation occurs, a warning is provided so a decision can be made before work begins to send the work out to a vendor or done in-house and claim filed later. The user is prompted to enter complaint, cause, and correction notes to capture information needed to file a claim. When the work order is done, the user can be taken right to the claim process to initiate a claim. As claim are negotiated and settled, the claim is managed in FleetFocus and any reimbursement credited back the work order as a commercial credit.

Warranty Unit Setup

(Version 1.8.1)

Unit No:	01606M	2003 FORD TAURUS	Status:	Active unit	LTD Usage:	3400
Tech Spec:	00093U	SEDAN, MID SIZE	Meter:	3400	Meter Date:	03-Jan-2007

Whole Unit

Vendor Information

Number: 035046 COLUMBIA FORD

Whole Unit Warranty Details

Policy Parameters	Elapsed Time	Month(s)
Acquisition Usage: 0	36	30-Nov-2004
In Service Information: 0	30-Nov-2004	
Expiration: 36000	03-Dec-2007	

Warranty Claim Manager

(Version 1.7.0)

Claim Information	Status and Dates
Vendor No: 1	Test Vendor #1
Claim No: CL1	Built: 24-Feb-2005
Unit No: UCAR1	1995 LUMINA VAN
Wo No: 235593	☐ Negotiate 24-Feb-2005
Claim Status: INVOICE	☐ Authorize 24-Feb-2005
	☐ Invoice 24-Feb-2005

Jobs (Loaded 2 records)

Claimed	Job	Reason	Type	Item	Amount	Claim Amount	Agreed Amount	Warr Notes
☒	01-04	W	CMS	BRITEST	\$15.00	\$20.00	\$0.00	
☐	02-13	B	ILAB	48173	\$166.67	\$0.00	\$0.00	

Work Order Main

(Version 1.7.0)

Work Order Number: 048471 Status: OPEN Location: 000MM New Work Order

Job

Enter Job (Record 1 of 3)

Job	Location	Status	Warr Notes
01-04	000MM	W	
02-13	000MM	B	

Warning: Possible Extended System Violation is detected. This repair is covered by warranty, please enter notes.

Section C - Bar-Code Capabilities

The System must have the capability to capture all shop floor labor and parts via fixed bar-code hardware on a real time basis.

AssetWorks FleetFocus M5 complies

The system must have the capability to utilize portable bar code readers to capture labor, parts, and inventory counts, to be uploaded at a later time.

AssetWorks FleetFocus M5 complies. Does require a Windows Mobile based device with a MobileFocus License.

The System must be capable of printing bar-coded work orders at each business location. The information bar-coded on the work order must include the unit or function that the work order is assigned to, as well as the work order number and all job codes.

AssetWorks FleetFocus M5 complies

The system must be capable of printing bar code labels for parts and prompt the user at the time of parts receipt.

AssetWorks FleetFocus M5 complies

Inventory purchase orders and stock transfer requests must contain bar codes for automated date and entry.

AssetWorks FleetFocus M5 complies

The system must provide a utility where any bar code that the user desires can be printed.

AssetWorks FleetFocus M5 complies

FleetFocus supports barcoding as an input for any piece of data. A barcode scanner converts the barcode to a value which is recorded in the active field when the scan is made. Common uses of barcoding in FleetFocus is to support labor capture, work order processing, inventory receipts and issues, and physical inventory counts. Work Orders are barcoded to simplify labor processing and at the time of inventory receipts, users have the option to print bar code labels that convert the part number to a bar code. A Bar Code print function is included that allows for the printing of codes and other values as bar codes.

Work Order Job Worksheet ASSETWORKS FLEET FOCUS M5
Report Printed: 07/10/2012 17:10 By User: 120

Work Order 147334 **Unit No 200475**

WO Reason: PREVENTIVE MAINT	Unit: 191270RD F600
WO Location: 147334	WO Status: Open
Date Opened: 10/07/2011 18:00	By: C20
Forecast: 10/07/2011 18:00	Depd Hrs: 10.00
Notes: 1 H 230	Est Hrs: 10.00
Notes: 2 M 84,326	Est Hrs: 2.344
	Est Status: A

Work Order Instructions / Compliance

60-FM FMA PERFORM "A" SERVICE

Job Reason: PREVENTIVE MAINT	Job Location: 147334	Job Status: N/A
Job ID: 200475	Open Date: 10/07/2011 18:00	Est Hrs: 10.00
Work Hrs: 10/07/2011	Due Date: 10/07/2011 18:00	Est Labor Hrs: 10.00
Assigned To: 10/07/2011	Priority: 1	Est Labor Hrs: 10.00
Assigned To: 10/07/2011	Standard: 10/07/2011	Est Labor Hrs: 10.00

Job Instructions and Notes

Part Bar Codes (Version 1.50)

Selection Options

Max Bar Codes:

Print Bar Codes for a Bin: Location:

Bin:

Ready for Printing (Record 2 of 2)

Code to Print	Description to Print	Copies
55T-5013939	MT, CUP	1
55T-5013940	SLEEVE & SEAL	1

Section D – Technician Portal

The system must provide an easy to use touch screen interface for technicians to use on the shop floor and record notes.

AssetWorks FleetFocus M5 complies. Requires Shop Portal Module

The portal will allow technicians to easily clock on (charge labor) to jobs and automatically track labor hours.

AssetWorks FleetFocus M5 complies

The portal will allow technicians to easily add notes to jobs on work orders. The portal will allow technicians to easily add jobs to the work order.

AssetWorks FleetFocus M5 complies

Section E - Work Orders and Preventive Maintenance

The System must be capable of displaying all open and closed work orders by user defined search parameters. The System should also allow the user to display work order and job detail for any work orders displayed by the use of screen buttons. This display should contain the following data elements:

- date opened meter reading location
- unit number
- work order number job code
- job description job status

Search parameters for the display should consist of the following:

- unit/department number location
- job code
- work order status reason for visit
- time to search back work order number

AssetWorks FleetFocus M5 complies

Selection criteria for displaying work orders must also allow for wildcarding by all criteria elements.

AssetWorks FleetFocus M5 complies

The System should be capable of allowing application of charges to closed work orders. Audit trails must be maintained for all charges to closed work orders.

AssetWorks FleetFocus M5 complies

The System must provide for an unlimited number of recurring or forecasted jobs (PM, inspections, etc.) per unit.

AssetWorks FleetFocus M5 complies

The System must be capable of scheduling these jobs independent of each other or dependent on another.

AssetWorks FleetFocus M5 complies

The System must also have the ability to control and assign recurring or forecasted jobs on a per unit basis, or by an entire class or group of units.

AssetWorks FleetFocus M5 complies

THE SYSTEM SHOULD PROVIDE A MEANS FOR THE USER TO CONTROL SCHEDULING THE FOLLOWING FOR EACH JOB:

Location that the job should be scheduled for.

AssetWorks FleetFocus M5 complies

Job intervals (set by usage (primary and secondary meter), time, and fuel consumed). Usage must be obtainable from both the primary and secondary meters. Both meters must have validation features to reduce the possibility of erroneous input.

AssetWorks FleetFocus M5 complies

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Absolute or Relative intervals:

ABSOLUTE would indicate that a job should be scheduled based on the interval without regard to when it was last performed (i.e. a job which has an interval of 5000 miles would be scheduled at 5000, 10000, 15000 etc., with no relation to when the job was last performed).

RELATIVE would indicate that a job should be scheduled based on the interval, relative to when it was last performed (i.e. a job which has an interval of 5000 miles would be scheduled every 5000 miles relative to when it was last performed).

AssetWorks FleetFocus M5 complies via its Forecaster Program (patent pending).

Whether the job is recurring or non-recurring.

AssetWorks FleetFocus M5 complies

Any additional jobs that should be included in the job. (e.g., a PMB would include a PMA)

AssetWorks FleetFocus M5 complies

The system should also provide for unlimited notes fields for the purpose of job checklists, technical information, procedures, etc.

AssetWorks FleetFocus M5 complies

The System should allow for the building of a bill of materials for all job codes within a technical specification class. This bill of materials should include necessary parts codes, system averaged labor requirements, and necessary crew size.

AssetWorks FleetFocus M5 complies

The System must allow for work order assignment to a piece of equipment, function, department, or outside agency.

AssetWorks FleetFocus M5 complies

The System must maintain a work request (P.M.'s/Jobs that have either been forecasted and are approaching their "due" window, or that were reported as needing to be performed) queue for each unit in the system. Upon opening a work order for a unit, the system must have the capability to notify the user that additional work is pending and a description of the pending work.

AssetWorks FleetFocus M5 complies

The Work Order System must allow the user to select any or all open work requests as jobs on the work order.

AssetWorks FleetFocus M5 complies

The System should allow for the creation of work requests at any time in the work order process, for jobs on a work order that could not be completed.

AssetWorks FleetFocus M5 complies

The System must track the status of a work order from start through completion. Examples of status would be:

- waiting for parts
- waiting for labor

- work in progress
- job complete
- waiting for "outside repair"

AssetWorks FleetFocus M5 complies

Summary reporting of status for analytical and management purposes must also be provided by the System. If summary reporting development requires additional reports software such additional software shall be identified and included in the bid.

AssetWorks FleetFocus M5 complies

The System must allow for the tracking of multiple repair reasons for repair per work order. Summary reporting of these reasons must also be provided.

AssetWorks FleetFocus M5 complies

The System should provide the capability to enter estimated costs for commercial repair onto a work order and allow for vendor analysis based on the estimated costs versus actual costs.

AssetWorks FleetFocus M5 complies

Please explain the methods used in the proposed system to charge commercial costs to an equipment work order. The methods used must be on-line.

FleetFocus allows users to add commercial charges to any job on a work order. Parts, labor, miscellaneous and tax costs can be posted to a job code linked to a vendor number, invoice and/or purchase order number. Commercial transactions can also be posted on a commercial work order and an express work order.

The System must allow for the markup of commercial repairs to be controlled by location.

AssetWorks FleetFocus M5 complies

The System must allow for labor rates to be set by location or by mechanic. The System must allow for the markup of labor to be controlled by location.

AssetWorks FleetFocus M5 complies

The System should provide a current labor display. This display should show all active employees and the specific task they are currently performing.

AssetWorks FleetFocus M5 complies

The System must provide a detailed unit maintenance history display with user defined search parameters for:

- Time to search back
- Work order status
- Job code
- Repair reason
- Maintenance location

AssetWorks FleetFocus M5 complies

The history display must contain the following details for every job within the user specified search parameters:

- Date opened
- Meter reading
- Job code and the English description for that code

- Repair reason (accident, normal wear, P.M., etc.)
- Work order status

AssetWorks FleetFocus M5 complies

The system should allow the user to access all work order detail for any job selected from the history display through the use of a function key. Work order detail must include labor, parts and commercial repair.

AssetWorks FleetFocus M5 complies

The System should allow access to this history display from the work order through the use of a function key.

AssetWorks FleetFocus M5 complies

The System should provide for all equipment specs to be displayed on the work order through the use of a function key. This feature must also provide the user with the option of printing all equipment specs on the work order.

AssetWorks FleetFocus M5 complies

The system must have the capability of assigning estimated times to both preventive and corrective repair jobs. The system must have the capability to print the estimated times for each job on the work order to which the job is assigned.

AssetWorks FleetFocus M5 complies

The system must provide a mechanism to schedule and track recalls and campaigns. The system should allow users to define parameters of the units that will receive the campaign by year, make, model, technical specification, serial number range and class code. The user also must be able to define parts required, labor estimates and cost estimates. When performing the jobs, the user should be able to easily select campaign information when created work orders.

AssetWorks FleetFocus M5 complies

The system must be capable of attaching image files (JPG, GIF, BMP), Movie Files (MPG, MOV, AVI) and any other Windows compatible files to the work order, work request, standard job and campaign jobs. The attached files must be easily viewable by the user directly from the work order, work request or campaign.

AssetWorks FleetFocus M5 complies

Work Order Overview

FleetFocus core maintenance management function fully supports the maintenance work-flows and requirements that the City has outlined in the RFP. The maintenance model of FleetFocus has three key concepts: Work Requests, Work Orders and Jobs.

Work Requests are pending jobs that are generated as either forecasted standard jobs, from user report incidents (manual or via interface), campaigns, manually, or deferred from a previous work order. Work Requests can have multiple future occurrences if a repetitive task, are assigned a due date, and can be pre-configured with job standards like parts needed, notes, attachments, labor times and resources. Work Requests are used to shop planning activities.

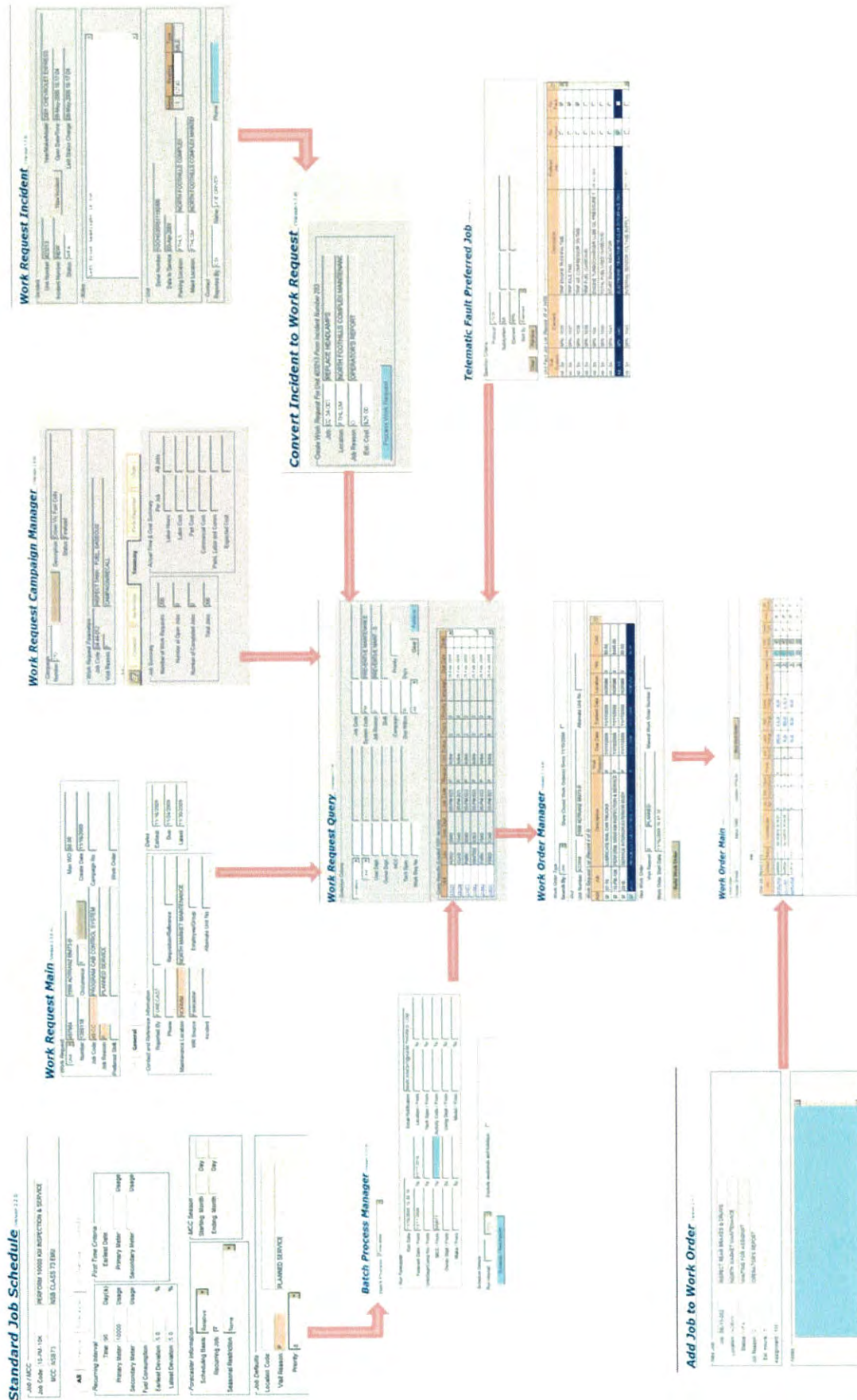
AssetWORKS

Work Orders are repair events. Each work order has an open and completed/close date for the shop visit. Work Orders identify the unit, reasons for the work order, where the work was completed, the meter on the unit and summarizes the labor time and all costs. Work Orders are the primary reference for maintenance history.

Jobs are the various tasks that were done during the shop visit. Jobs can be work requests that were planned, can be unplanned tasks, or work generated during the visit. Each job is a unique record with its own descriptor, location, reason, status, notes, standards, attachments and summary of the effort and costs required to complete the job. Technicians track direct labor time by job and parts and commercial services are charged against specific jobs. Jobs allow for the resetting of service schedules, analysis of system/component failures and costs, and technician analysis.

The following describes the relationships between work request, work orders and jobs:

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WO Costing

All work order costs are linked either to a labor, part or commercial charge. Labor costs can be linked to the employee's payroll rate or a standard rate linked to an employee, location, department or asset category. Markups are also user-defined for parts and commercial transactions. As transactions are entered, costs are applied to each and then rolled up to the job the charge is posted to, then the work order the job is linked to, then to the unit and from the unit through its assignment to a department and its accounts. The application makes it easy to view each transaction and costs at each of these levels. Multiple reports and specialized reporting tools like the Performance Measures and Metrics module can be used to view and analyze costs

Work Order Query (Version 1.7.6)

Selection Criteria

Unit: Job Code:

MCC: Job Reason:

Tech Spec: System Code:

Location:

Status: ☐ Open ☐ Completed ☐ Closed

Work Order Open Date Range

Start: End:

Clear Retrieve

Unit 420000 Query Results (Loaded 12 records)

Unit	WO No	WO Location	WO Status	Meter	Job Code	Job Open Date	Job Location	Job Status	Job Reason	Labor Cost	Part Cost
420036	147771	FTHLISM	OPEN	10000	02-13-013	27-Mar-2004	NORMM	O	WFA	\$0.00	\$50.00
420036	147771	FTHLISM	OPEN	10000	06-PM-PMA	05-May-2004	NORMM	P	WFA	\$129.06	\$0.01
420036	147441	NORMM	CLOSED	10000	06-PM-PMA	03-Dec-2003	NORMM	P	WFA	\$0.00	\$0.00
420036	147381	NORMM	CLOSED	9999	50-BB	04-Nov-2003	NORMM	H	WFA	\$0.00	\$0.00
420036	147371	NORMM	CLOSED	9471	50-BB	04-Nov-2003	NORMM	H	WFA	\$0.00	\$0.00
420036	147381	NORMM	CLOSED	9999	01-17	27-Oct-2003	NORMM	O	WFA	\$43.02	\$0.00

Work Order Main (Version 1.7.6)

Work Order Number: Status: Location: [New Work Order](#)

General Job Labor Part Commercial

Enter Job (Record 3 of 3)

Job	Location	Status	Complete Date	Job Run	Est Hours	Est Cost	Act Hours	Labor Charge	Part Charge	Comm Charge	Assignment	Attach	Note	Warn	Print
06-PM-PMA	FTHLISM	DON	06-May-2005 10:58	P	0.5	\$35.00	1	\$65.04	\$10.75	NONE					
06-PM-PMB	FTHLISM	DON	06-May-2005 10:58	P	1.5	\$100.00	0	NONE	NONE	\$59.88					
02-13-001	FTHLISM	DON	06-May-2005 10:44	N	0	\$75.00	0.02	\$1.51	NONE	NONE	107				

Markup Scheme (Version 2.15)

Markup Scheme: [STANDARD MARKUPS](#) Disabled: ☐ No

Effective Date: Job Reason:

Part Markup Labor Markup Rate Commercial Markup

Part Markups (Loaded 8 records)

Kind of Transaction	Markup Percent	Markup Limit
Stock issue to unit	20.00	\$100.0000
Stock issue to department	20.00	\$100.0000
Stock issue to component	20.00	\$100.0000
Stock issue to account	10.00	
Non-stock issue to unit	25.00	\$150.0000
Non-stock issue to department	25.00	\$150.0000
Non-stock issue to component	25.00	\$150.0000
Non-stock issue to account	15.00	

Work Order Main (Version 1.7.6)

Work Order Number: Status: Location: [New Work Order](#)

General Job Labor Part Commercial

Part Entries For Work Order 148451 (Loaded 2 records)

Stock Type	Job	Part Number	Effective Date	Quantity	Unit Cost	Extended Cost	Vendor	Inv No	PO No
Non-Stock	06-PM-PMA	FILTER	06-May-2005 10:57:08	1	\$5.0000	\$5.25	003406	123	500759
Stock	06-PM-PMA	103-15-40B	06-May-2005 10:56:19	2	\$1.2000	\$4.50			

Part Calculations

Inventory Location: Total Cost: Total Tax: Total Discount: Total Extended Cost:

WO Creation and Approval

Work Orders are opened when an asset is brought to the shop or the repair is initiated in the field. A single work order is created which can have an unlimited number of jobs with different reasons. When a work order is first opened a list of all outstanding work request are visible. A simple check to the add box puts the work request on the work order. Optionally, the Work Order Express screen can be used to handle quick jobs or commercial work.

Once jobs are added to the work order they can be assigned to a technician so that they may easily charge time. As jobs are completed, their status is marked DON. When the work order is completed, the user may mark the work order Completed. Authorized users may then set the status to Close after they review the work order and its transaction. A user with authorization may reopen a work order to make corrections as needed. All authority to open, complete and close work orders is maintained on the User Role maintenance screen by the system administrator.

Work Order Main (Version 1.7.0)

Work Order Type: Search By: Show Closed Work Order(s) Since 09-May-2004: ☐

Unit: Unit Number: 403342 1990 FORD F250

Work Request List (Loaded 5 seconds)

Job	Job	Description	Visit Reason	Due Date	Location	Hrs	Cost
02-43	REPLACE BRAKES	01-Dec-2009	FTLISM	0	\$0.00		
06-PH-043	PERFORM ANNUAL EMISSION TEST	17-Jan-2003	FTLISM	0	\$0.00		
06-PH-044	PERFORM "K" SERVICE	0	FTLISM	0.5	\$35.00		
06-PH-045	PERFORM "R" SERVICE	0	FTLISM	0	\$0.00		

New Work Order: Planned: Manual Work Order Number:

Visit Reason: Downtime Start Date: 09-May-2009 10:26:52

Work Order Express (Version 2.3.0.A)

Unit/Dept Information: Unit/Dept: 420036 Work Order: 914465 New WO Reason: 1

Location: WORMM Status: OPEN

Contact Info: Driver: DAN SMITH Phone: (610) 477-4209 Ext: 0121

Work Order Information: Description: 2007 FREIGHTLINER CASCADIA VIN: 1FDYR82E9RVA21117 Tech Spec: 2007FLNRCASCA 2007 FREIGHTLINER CASCADIA TR

No Work Requests

Enter Job (Record 7 of 7)

Job	Status	Job Reason	Vendor	Add Labor Chg	Add Part Chg	Add Comm Chg	Attach	Note	Warn	Violate
02-15-001	WFA	N		\$0.00	\$0.00	\$0.00				
03-17-000	WFA	R		\$0.00	\$0.00	\$0.00				
01-45	WFA	Y		\$0.00	\$0.00	\$0.00				
06-PH-044	WFA	Y		\$0.00	\$0.00	\$0.00				
06-PH-045	WFA	Y		\$0.00	\$0.00	\$0.00				

Work Order Summary Totals

Cost Est: \$0.00 Labor: \$0.00 Part: \$0.00 Comm: \$0.00 WO Total: \$0.00

Work Order Labor Charge Query (Version 1.7.0)

Selection Criteria: Unit: 420036 1994 FORD L48000 Location:

MCC: Position Code:

Tech Spec: Start Date: 01-Jan-2002 00:00:00

Job Code: End Date: 03-Mar-2004 00:00:00

System Code: PM SERVICE (ALL LEVELS) Clear Filter

Unit 420036 Query Results - Double Click Line below for details (Loaded 16 seconds)

Unit	Job No	Location	Job Code	Emp ID	Name	Hours	Cost	Start Date/Time	Position
420036	147391	NORMM	06-PH-PMA114	PUTNAM, PAUL E	0.25	\$20.14	27-Oct-2003 10:00:00		
420036	147391	NORMM	06-PH-PMA123	LENOCHER, THOMAS E	236.48	\$20,348.74	29-Oct-2003 10:00:00		
420036	147371	NORMM	06-PH-PMA123	LENOCHER, THOMAS E	1.5	\$128.00	28-Oct-2003 14:30:00		
420036	147351	NORMM	06-PH-PMA123	LENOCHER, THOMAS E	1	\$88.04	15-Oct-2003 14:30:00		
420036	148147	NORMM	06-PH-PMA122	KOWITZ, JOHN S	2.67	\$165.06	19-Jun-2003 22:00:44		
420036	135938	NORMM	06-PH-PMA122	KOWITZ, JOHN S	1.28	\$92.02	02-Mar-2003 21:01:09		
420036	135938	NORMM	06-PH-PMA122	KOWITZ, JOHN S	0.34	\$21.81	02-Mar-2003 19:41:17		
420036	126024	NORMM	06-PH-043	KOWITZ, JOHN S	5.45	\$28.54	09-Feb-2003 12:47:10		
420036	138493	NORMM	06-PH-PMA122	KOWITZ, JOHN S	1.47	\$80.85	28-Jan-2003 22:37:56		

Work Order Main (Version 2.4.0)

Work Order Number: 914465 Status: OPEN Location: FTHLSM New Work Order

General Labor Misc Commercial

Status Date: Open: 10/20/2009 10:18:14

Complete:

Closed:

Due:

Downtime: 10/20/2009 10:18:14

Unit: Number: 420036 1998 FORD CROWN VIC Meter: 1 12050 (Mile)

Tech Spec: 99915UL SEDAN FULL SIZE Meter: 2 150936 (Hours)

VIN: 1FDYR82E9RVA21117

Tech Spec Unit Query

Work Reason: Visit: 1 UNPLANNED

Adjust Closed WO:

Cost Summary: Limit: \$0.00 Labor: \$55.00 Hrs: 1 Material: \$83.04 Comm: \$118.76 Total: \$256.82

Unit: 420036 1998 FORD CROWN VIC Meter: 1 12050 (Mile)

Tech Spec: 99915UL SEDAN FULL SIZE Meter: 2 150936 (Hours)

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AssetWORKS

WO Execution

After the work order is opened, technicians and parts clerks can begin to post transactions. Labor can be captured in real-time using the Labor Wedge functionality, which also supports a barcode based workflow, or with the touchscreen enabled Labor Touchscreen. The MobileFocus labor process can also be used in real-time to capture labor via a mobile device. Time can also be entered after-the-fact on the work order directly or using the Labor Timesheet.

Labor Wedge

Employee (Version 2.0.0-A)

Employee ID: 1234 HERRERA, ROB Time On Job: 267.36 Hour(s)

Last Work Order

WO Number: 339425

Unit/Dept No: 11155 2008 FORD F250

Job Code: 06-033 INSPECT IGNITION SYSTEM

Job Status: DON JOB IS DONE

New WO/Indirect Code

New Work Order / Indirect Code

Job	Description	Job Loc	Job Ran	Job Status	Unit	WO NO	Priority	Emp Assign
03-017	REPLACE NEW TIRES, TUBES, LINERS & VALVES	ALDEON P	WFO	00128052	339423	5	1234	
04-PM-CLUB	PM SERVICES LUBRICATION	01MAN P	WFA	00128052	339423	5	1234	
03-015-003	REPLACE NEW STEERING GEAR	01MAN O	WFA	CSU11150	339395	5	1234	
06-032-001	INSPECT BATTERY & CABLES	01MAN O	WFA	11255	339429	5	1234	
03-013-003	REPLACE NEW PARKING BRAKES	01MAN O	WFP	CSU11150	339395	5	1234	
07-019	LUBRICATE AUTOMATIC MANUAL CHASSIS LUBRICATOR	03BODY B	WFP	11155	339425	5	1234	

Assigned Jobs

Welcome HARRIS, ZONKER Change

You are currently on: Indirect Account: MEET

You currently have 6 Jobs assigned.

Job 1: 06-PM-PMB PERFORM "B" SERVICE	Unit: 42345 2002 PETERBILT 329	Location: FTHLSM	Reason: P
Job 2: 01-13-002 REPAIR REAR BRAKES & DRUMS	Unit: 424732 2002 FORD F450	Location: FTHLSM	Reason: 0
Job 3: 01-17 REPAIR TIRES, TUBES, LINERS & VALVES	Unit: 424732 2002 FORD F450	Location: FTHLSM	Reason: 0
Job 4: 04-43-003 INSPECT MUFFLER	Unit: 424732 2002 FORD F450	Location: FTHLSM	Reason: 0

< Back Other Leave Next >

Parts can be entered directly on the work order, or more commonly, captured using the Part Issue screen which supports entering multiple parts to separate work order jobs. Both screens support use of bar codes. Stock parts are immediately relieved from inventory. Non-stock parts can also be ordered and posted directly to a work order or issued when received. All transactions are visible directly on the work order.

Work Order Main

Work Order Number: 149451 Status: COMPLETE Location: FTHLSM New Work Order

Part

Part	Job	Part Number	Effective Date	Quantity	Unit Cost	Extended Cost	Vendor	Lot No	PO No
06-PM-PMB	06-PM-PMB	10315-40B	06-May-2005 10:51:03	1	\$5.0000	\$5.25	003405	123	000759
06-PM-PMB	06-PM-PMB	10315-40B	06-May-2005 10:51:11	3	\$1.2000	\$4.50			

Part Calculations

Inventory Location: FTHLSM Total Cost: \$9.75 Total Tax: \$0.00 Total Discount: \$0.00 Total Extended Cost: \$10.75

Part Issue

Part Type: Stock Type Location: NORM NORMANDIE COMPLEX Part Make Up #: 35

Issue To: Work Order Effective Date: 05-May-2005 13:49:36

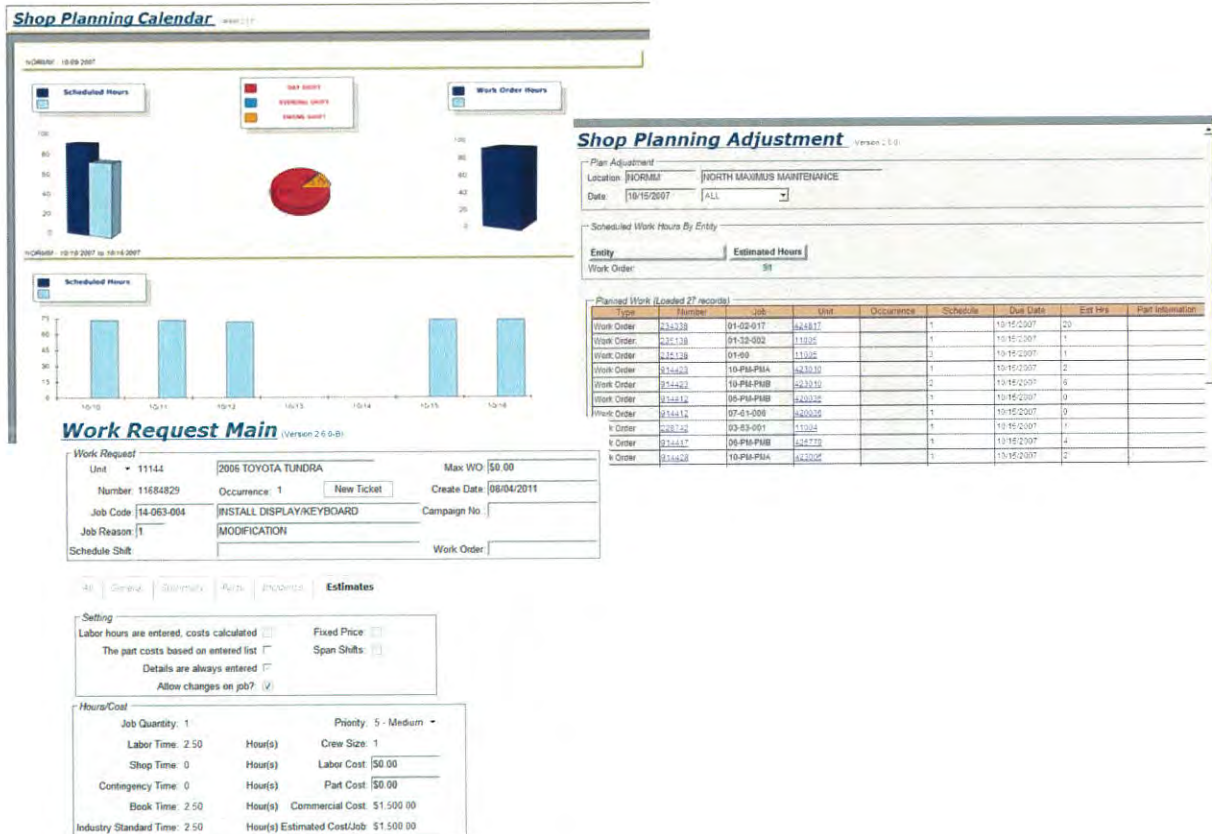
Vendor: 000473 Invoice No: F345TH Ref: PO No:

Order Date: 09-May-2005 00:00:00 Apply Tax %: 0.00 Discount %: 0.00 PO Line:

Unit / Dept	Work Order	Job	Job Loc	Position	From Release	Part Number	Description	U/L
424732	147802	06-04-001	06-04-001	1	113658	06-04-001	DECAL	MA
424732	147802	06-04-001	06-04-001	1	113658	06-04-001	CABLE BATTERY	MA

WO Planning and Estimating

The Work Request functionality makes it easy to plan and estimate workloads. Work Requests each have a Due Date when scheduled. This assigns the job to that date. Work Requests can also have labor times, book times and shop labor times entered or defaulted if a standard job. Also a list of parts can be assigned to the job. These estimates are compared to labor and parts availability to help identify when resources are insufficient. Work Requests can have their Due Dates reassigned as needed. The Shop Planning Calendar and Work Assignment screens help to manage work plans.



WO Reporting

FleetFocus makes reporting on work order activity easy with multiple tools available. Dashboards can be used to monitor work order activity in real time. Dashboards can support drill-down reports which can be linked to screens to follow the record to its source. Multiple online queries can be used to report on work orders, jobs and transactions. Numerous standard reports are available to report on shop activity and costs. Additionally, Ad-hoc Queries can be built to create custom reports. Report availability is set by user role allowing the assignment of reports based on the user's need and role.



WO Scheduling

Scheduling of work orders is done through the Standard Job, Work Request and Shop planning functionality described earlier. Standard Jobs set the schedule criteria for jobs, Forecaster creates work requests with a due date and the Shop Planning functionality is used to view and reassign work. When the asset appears at the shop, the work order is opened and the jobs added to the work order.

Section F - Employee Tracking

The System must provide the capability to report a mechanics performance against a labor standard. The labor standards must be maintained by job code within technical specification class. Analytical and exception reports for employees, shifts, groups, and repair locations should also be provided.

The employee record should contain the following data elements:

- employee identification number
- employee name
- start date
- termination date
- home location
- union
- pay class
- pay step (increment of pay within a class)
- shift code
- exempt?
- skill level
- home phone
- supervisor
- accounting distribution code

AssetWorks FleetFocus M5 complies

The System should provide the ability to track shop owned tools, the individual that they are assigned or the location in the tool crib. In addition, features should be present for the tracking of mechanic owned tools for the purpose of insurance documentation.

AssetWorks FleetFocus M5 complies but would require the Equipment Focus module.

Employee Tracking Overview

FleetFocus maintains an Employee Main table that has a unique record for each person. Technicians, Supervisors, and others that access work orders and post time are each identified. Attributes track the person's assignment, title, start/end date, payroll information, and basic configuration. Each employee has a unique Employee Number that is used system wide to track their activity in the application. This is separate from their FleetFocus user name. A PIN can be added to the employee record to add further security. Work can be assigned to individual employees or group of employees. FleetFocus also has an Employee Training tracking functionality. Vehicle Operators may also be tracked within the FleetFocus application.

Employee Main (Version 1.7.8)

Employee Information
Employee ID: 123 Name: HARRIS, ZONKER Status: ACTIVE

General Assignment Payroll Subordinates

Job Information
Title: JVVY EQUIPMENT MECHANIC Skill Level: 4
Shift Information
Shift Code: 109 MON-FRI 14:30 TO 23:00

Charge Rate Information
Authorized to Charge Time: Yes Work Order Rate: \$86.04 Indirect Rate: \$86.04

Additional Information
Start Date: 13-Jun-1978
Position Information
Supervisor: No Contractor: No

Employee Group View (Version 1.7.4)

Group Information
Location: NORMM Group: DAYSHIFT

DAYSHIFT Information (Loaded 4 records)

Employee	# Of Jobs	# Of Est.Hours	# Of Hours Complete
BONACCI, MIKE	47	38.5	1
BIV, ROY G	41	31.5	0

Assign	Work Order	Job	Group	Est Hours	Act Hours
☐ 500353	06-PM-PMB	DAYSHIFT		0	0.11
☐ 500516	01-01	DAYSHIFT		2	2
☐ 500517	01-02	DAYSHIFT		4	0

Employee Training Transcript (Version 1.00)

Employee Information
Employee ID: 123 Name: HARRIS, ZONKER Status: ACTIVE

Course	Description	Planned	Attended	Result	Grade	Valid Until	Certificate No
CDLPHH	CDL PHYSICAL	01-Dec-2004	12-Dec-2004	Pass		01-Dec-2005	MOV209-2001
FL100	Freightliner Brake Maintenance	15-Jan-2005	15-Jan-2005	Pass		15-Jan-2005	

Employee Main (Version 2.1.5)

Employee Information
Employee ID: 9999 Name: Percy Rucker Status: ACTIVE

General Assignment Payroll Subordinates Operator Information

Operator Information
Social Security Number: _____
License No: TN 123039
Address: 999 COLONEL PARKER ST
City: NASHVILLE State/Zip: TN 99999
Region: _____ Municipality: NASHVILLE
County: MERCER

Estimated Monthly Usage
Usage: 1000
Business Usage: 750
Commute Usage: 250

Section G - Unit Acquisition/Disposal

The System must provide features for the acquisition of vehicles. These features must include:

- a mechanism where new unit specifications can be produced and revised for bidding purposes,
- tracking of requisition and purchase order numbers with dates,
- tracking of purchase orders for multiple units,
- status tracking of units on order,
- cross reference of old vehicle number to replacement vehicle number,
- The entry of a purchase order into the system should automatically trigger the creation of a unit record(s).

AssetWorks FleetFocus M5 complies

The System must provide features for the disposal of vehicles. These features must include:

- multiple user defined reason for disposal codes,
- system generated work orders for disposal prep work,
- the ability to track a unit through the different steps of the disposal process (flagged for disposal, disposal prep work in progress, name of vendor handling disposal, etc.),
- an ability to track date of disposal, sale proceeds, depreciated book value at time of sale, sale preparation costs and net proceeds (net gain/loss of unit disposed),
- the ability to separate disposal prep costs from the unit's maintenance history.

AssetWorks FleetFocus M5 complies

In addition to this, the system should provide for the following disposal related reporting capabilities:

- units flagged for disposal
- gain and loss analysis
- auction status
- salvage status
- unit disposed of prior to useful life expiration
- unamortized value of vehicle

AssetWorks FleetFocus M5 complies

The System must provide features for tracking the budget request of new vehicles. These features must include:

- Budget Category Record with estimated costs, lead times and options
- Individual Budget Request for a single vehicle with options and costs
- Ability to assign requisition numbers to individual unit budget request
- Ability to assign purchase order to individual budget request
- Ability to receive new unit against budget request and purchase order
- Track the replacement unit and estimated delivery date on the unit budget request.

AssetWorks FleetFocus M5 complies

Section H - Inventory Management Requirements

The Item record should contain the following data elements:

The System must be capable of using bar-code readers for the automated issue and receipt of all inventory items.

AssetWorks FleetFocus M5 complies

The System must provide for automated physical inventory counts by the use of portable bar code readers.

AssetWorks FleetFocus M5 complies

The System must support multiple inventory locations. Each locations inventory must be independent of other inventory locations.

AssetWorks FleetFocus M5 complies

The System must allow for the cross referencing of multiple part/item numbers to a main part/item number. This must be unlimited and user defined.

AssetWorks FleetFocus M5 complies

The system should provide features that allow for the reservation of items in inventory when jobs requiring those items are scheduled in the system.

AssetWorks FleetFocus M5 complies

The System should calculate an adjusted quantity on hand to reflect items that have been reserved, while also maintaining an actual quantity on hand.

AssetWorks FleetFocus M5 complies

The System must provide for tracking the storage location for every item in inventory. This feature must be capable of supporting an unlimited number of alternate locations for every item.

AssetWorks FleetFocus M5 complies

The System must provide for the ordering of non-inventoried parts/items. The System must also display/print any receipts against the order.

AssetWorks FleetFocus M5 complies

The System should also allow shop personnel to display any non-stocking order on-line but the shop personnel may not alter the information displayed.

AssetWorks FleetFocus M5 complies

The System must provide a movement history report on all non-stocking items within a user-defined time frame to aid in determining which non-stocking items should be added to the inventory.

AssetWorks FleetFocus M5 complies

The system must contain the capability to identify non-moving items within the inventory. Further, the System must provide the ability to delete the item record from the inventory file only when all quantity and cost for that item has been issued.

AssetWorks FleetFocus M5 complies

The System must provide for "average cost" of items value. The System must account for the money that is not placed in the average cost of a unit because excess money was not divisible by the quantity. Please explain how your system meets this requirement.

FleetFocus has a feature called RAV that is used to accumulate the remaining cents that occur when rounding these are held in a separate field and used to accurately account for the total inventory value by adding the RAV to the on-hand quantity times the average cost.

The System must provide for the on-line receipt of inventory items. Please explain the method used by your system to accomplish this requirement.

Stock inventory is received through the Inventory receipt screen or using the MobileFocus Receipt process. Each process records the supplying vendor, invoice, purchase order, part number, quantity and cost. The receipt increases the inventory and adjusts the average price. Non-stock receipts go directly against a work order or unit charge.

The System must also provide for the on-line receipt of non-inventory items. When parts are received, the system must offer the ability to post the received parts directly to a work order.

AssetWorks FleetFocus M5 complies

The System must provide for the on-line issue of stock/non-stock items to:

- work order
- direct or indirect account
- unit
- department or function

AssetWorks FleetFocus M5 complies

The System should be capable of generating a requisition/pick list for issued items. The pick list must contain the following information:

- item number
- item description
- storage location (primary and secondary)
- issue quantity
- unit price

AssetWorks FleetFocus M5 complies

The System must provide a display for alternate location's inventory levels for an item that is being issued from a location whose on hand quantity is not sufficient to fill the issue, or that does not stock the particular item.

AssetWorks FleetFocus M5 complies

The System must contain the capability to transfer items from one inventory location to another.

AssetWorks FleetFocus M5 complies

The System must provide for items failing during the warranty period.

AssetWorks FleetFocus M5 complies

The System must notify the User prior to issuing the new item that the old item was still under warranty.

AssetWorks FleetFocus M5 complies

AssetWORKS

The System must track warranty by usage and time. The System must also report all occurrences of warranty failure to aid in locating quality problems within vendor supplied goods. Please explain how your system meets this requirement.

AssetWorks FleetFocus M5 complies

The System should contain the capability to assign user entered English messages to an item record. These messages are to be displayed prior to an issuance of an item. The messages must also appear on inventory reports.

Each part has a text description that is linked to the part number. The text description appears on reports and in the context help of the transaction.

Please provide a list of all inventory and item movement reports contained within your system.

Please see Inventory Reports sample document in the Appendix of this response.

The System must provide for the automated calculation of proper minimum and maximum inventory levels and provide recommended order quantities.

AssetWorks FleetFocus M5 complies

The System must be capable of generating purchase orders for inventoried items purchased under contract as well as generating requisitions for those inventoried items requiring cost appraisal prior to purchase.

FleetFocus M5 generates purchased orders that can be linked to Requisitions that can be reviewed by a user for approval before being added to a purchase order.

The System must allow the computer generated order quantity to be adjusted manually if desired.

AssetWorks FleetFocus M5 complies

The System must provide cycle codes for the cyclical counting of physical inventory.

AssetWorks FleetFocus M5 complies

The system must provide for the automated classification of inventory items into 3 classes (A, B & C) based on usage and value.

AssetWorks FleetFocus M5 complies

In addition to A, B & C class, please describe any additional classifications that are defined and maintained by the user.

Parts can be classified by commodity code, as well as unlimited user-defined part items. ABC Classes are used when determine automatic reorder points.

Please detail any fields listed above that your system does not support.

AssetWorks FleetFocus M5 complies with the requirements described above

Section I - Replacement Modeling

The system must provide a comprehensive replacement modeling program which allows users to define replacement criteria and the system generates a list of candidates by date based upon odometer reading and age.

AssetWorks FleetFocus M5 complies. The optional Replacement Planning Module meets this requirement

The system must allow users to prioritize the replacement model candidates list by the following factors:

- Projected life to date usage at replacement year end
- Project months in-service at replacement year end
- Life to date repair costs
- Life to date repair costs per usage
- Oil Consumption / 1000 usage in the last 3 months
- Life to date operational downtime
- Life to date operational downtime per usage
- Condition Report rating

AssetWorks FleetFocus M5 complies.

For each priority item listed above, the user must have the ability to input a value so that when a particular unit exceeds the value it receives a higher priority factor than a unit that doesn't exceed the value. The user must have the ability to place a weighting factor on each of the prioritization items which is used to assign the priority value.

AssetWorks FleetFocus M5 complies. Users can set user assigned values for age, usage, and condition. The remaining measures are calculated by determine the mean value for the category and ranking the assets deviation from the mean. Users can assign weights to each measure.

The system must allow users to view vehicle cost and maintenance details directly from the replacement model.

AssetWorks FleetFocus M5 complies.

The system must allow users to add or delete units from the model at their discretion. The system must automatically flag units for disposal once the user has finalized the replacement model.

AssetWorks FleetFocus M5 complies.

The system must allow users to generate a replacement budget from the replacement model.

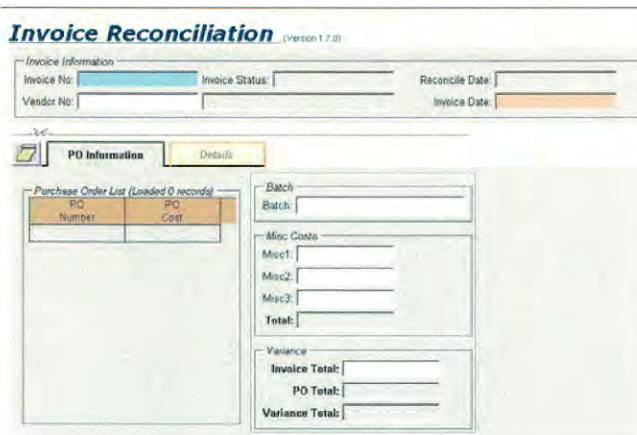
AssetWorks FleetFocus M5 complies.

Inventory Overview

FleetFocus has an integrated Purchasing functionality that makes it easy to integrate with third-party systems to manage procurement. FleetFocus has a procurement module of its own that includes requisitions, contracts and purchase orders linked directly with the inventory module. Where an external system is used to manage the procurement, these structures are used to support the integration. FleetFocus can support both the current and to-be work-flows that the City has described.

PO / Invoice Matching

FleetFocus supports PO/Invoice matching with our Invoice Reconciliation functionality. As parts are issued/received they are linked both to the purchase order as well as an invoice number if known. The Reconciliation allows the user to compare the data entered in the application with the invoiced amount and make adjustments as necessary. Adjustments can include allocating freight, taxes and other charges not invoiced at the time of receipt. When integration is used, this process is used to pass information to the procurement system to process payment to the vendor.



Invoice Reconciliation (Version 1.7.0)

Invoice Information

Invoice No: Invoice Status: Reconcile Date:

Vendor No: Invoice Date:

PO Information Details

Purchase Order List (Loaded 0 records)

PO Number	PO Cost
-----------	---------

Batch:

Misc Costs

Misc1:

Misc2:

Misc3:

Total:

Variance

Invoice Total:

PO Total:

Variance Total:

PO Creation

FleetFocus supports multiple methods for integrating to external purchasing applications. The method selected will depend on the business rules that must be enforced, the availability of information and which system is the system of origin/record.

One method is to generate Part Requisitions in FleetFocus, either manually or using our automated PAUTOREQ process to generate requisitions for stock parts. Requisitions are passed to the procurement system where they are assigned to a purchase order in that application, or requisitions are assigned to a purchase order in FleetFocus and the PO is passed to the procurement system for approval.

The image displays two screenshots of the FleetFocus software interface. The top screenshot shows the 'Purchasing Requisitions' screen (version 1.7.8). It includes a 'Part Requisition' header with fields for Location (NORM), Requisition No. (000190), and Date (29-Apr-2004). Below this is a table for 'Requisition Detail (Loaded 1 records)' with columns for Line No., Part No., Description, Qty, Unit Cost, Unit Inv, Vendor, Rec'd By, and Contract No. The bottom screenshot shows the 'Purchase Orders' screen (version 1.7.8). It includes a 'PO Information' header with fields for Location (NORM), PO # (FS43660), Status (ORDERED), and Date (29-Jan-2004). Below this is a table for 'Purchase Order Request Detail (Loaded 1 records)' with columns for Line No., Part No., Contract, Rate Location, Qty, Unit Cost, Unit Inv, Rec'd By, Rec'd Date, and Rec'd No.

Another option is that the requisition and purchase order generation is created in the procurement system and the approved purchase order generated in FleetFocus as an external purchase order. Parts are received against the external PO.

The image displays a screenshot of the 'Receive Parts from External PO' screen (version 1.7.8). It includes a 'Part Header' section with fields for Location (NORM) and Part No. (000190). Below this is a 'Vendor With PO' section with fields for Vendor No., Invoice No., and Purchase Order. Below this is a 'Part Calculations' section with fields for Total Cost, Total Tax, Total Discount, and Total Extended Cost. At the bottom is a table for 'Part Detail (Loaded 0 records)' with columns for Line No., Part No., Part Desc, PO Qty, Rec'd Qty, Unit Cost, Extended Cost, Serial Tag, and Serial Numbers.

Either system ends with a receipt in FleetFocus of the materials and the quantity received and cost passed back to the procurement system for payment processing.

Quotations

Quotes for vendor services can be simply captured on the Work Order Job as a estimate or the Commercial tab. More elaborate processes are supported using the Commercial work order. Additionally, Work Requests also support quotes and estimates.

Work Order Vendor Repairs (Version 1.7.8)

Tracking Information Unit: 420036 1994 FORD LN8000 VIN: 1FDYR82E9RVA21117 Tag: Work Order: 148071 OPEN		Status and Dates Built: 01-Mar-2005 ☒ At Vendor: 01-Mar-2005 ☒ Completed: 01-Mar-2005 ☒ Charge WO:
Vendor Number: 001211 CAMP CHEVROLET Contact: JEFF ON GREEN TEAM Phone: () 456-7965 Invoice: ☒ Show all Jobs on WO Vendor Est: \$1,500.00		Reference Information Number:

[View Warranty Coverage](#)

Assigned	Job Code	Estimate	Labor Amt	Part Amt	Misc Amt	Tax Amt	Total Amt	Dealer Amt
☒	01-12	\$800.00	\$250.00	\$450.00	\$85.00	\$12.50	\$797.50	\$797.50
☒	01-13-022	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
☐	01-17	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vendor Management

FleetFocus maintains a Vendor Main table. Vendors are assigned a unique number which is used on purchase transaction. Attributes include address, contract information, payment terms, and delivery terms. Distributors can be linked to a master account. A Preferred vendor functionality can be used to search for vendors. An integration with a third party procurement module to keep the vendor files in sync is also available.

Vendor Main (Version 1.7.8) Number: 003405 Name: NAPA Disabled: No		Vendor Main (Version 1.7.5) Number: 110519 Name: MCCOLLUM FORD SALES Disabled: No	
General Payable Notes Service Codes Locations Distributors		General Payable Notes Service Codes Locations	
Mailing Address Name: NAPA AUTO PARTS Address: 501 N FREYA PO BOX TAF #12 City: SPOKANE State / Zip Code: IDA 89200 Country:		Billing Information Billing: Corporate Corporate Account No: 000470 Net Terms: Day(s) Discount: % For Day(s) EEOC Status: No Customer Account No:	
Contact Information Contact: MAIN 535-4714 Phone: 306-2002 E-mail Address:		Billing Address ☐ Same as mailing address Name: State / Zip Code: Address: Country: City: Phone: Contact: E-mail Address:	
Web Location Location:			

FleetFocus has an integrated Materials Management module that fully supports managing a complex inventory of repair parts and other materials. The inventory functionality is directly linked to the maintenance functionality and updates in real-time costs and inventory balances as transactions are posted. A single master catalog is maintained and very robust cross-reference capability is supported.

Inventory Management

Locations can be designated as Inventory Locations. Inventory Locations can be assigned stock materials which can be linked to location specific bins and stock levels. Parts can be designated as Stock (on-hand quantity), Non-Stock (purchased as needed) or Consignment (quantity maintained, but not valued until issued.) Stock parts may have a reorder point set manually with a Maximum and Minimum stock level set. Or an Economic Order Quantity can be automatically calculated based on past history. Parts can be easily transferred from one location to another, with a fully auditable request and ship process. This includes support for hub and spoke style warehouse to storeroom operations. A full history of activity is maintained and visible on the Location Inventory Manager screen. An integrated Physical Inventory process is also part of the base Materials module.

Part Main Catalog (Version 1.7.3)

Part Identification
Number: 103-15-40B New Part
Manufacturer:

X Refs: 103-15-40B (Master No.)
Status: Active

Description: OIL 103-15-40B BOTTLE
New/Used/Rebuilt: New

Extended Part Description

Settings
System Prices
Standard: \$1 0600
Average: \$0 0000
Unit of Inventory / Issue: OT
Commodity:
Hazardous: No
Disable Receipt: No
Warranty: No
Date Added: 22-Nov-1990

ATA Classification
Syn/Assembly/Part: RB / / [USED TO FILL IN]
Validate Syn on Job: No

Location Defaults
Stock Type: Stock
Location Main
Primary Vendor:
Secondary Vendor:
Season Code:
Serialized: No
Core Tracking: No

Part Inventory Location Manager (Version 1.7.4)

Location: NORM
NORMANDIE COMPLEX MAINTENANCE

Part Identification
Number: 103-15-40B
Manufacturer:

X Refs: 103-15-40B (Master No.)
Status: Active

Description: OIL 103-15-40B BOTTLE
Type: Item

Part Location Notes

Parameters
Stock Status
Last Event
History
Records

Settings
Stock Type: Stock
Reorder Allowed: Yes
Issue to Department: Yes
Issue to Account: Yes
Core Tracking: No
Core Charge: \$0 00
Qty On Hand: 100
Primary Vendor: 000004
CITY-SHOP
Alternate Vendor:

Pricing Method is Location Average Price
Standard: \$0 0000
Average: \$1 2300
Bin Locations
Primary: RM108
Alternate(s):

Parts Issuance

Parts may be issued directly to work orders on the Work Order Part tab or using the Part Issue screen. The part issue screen supports issuing multiple parts to multiple work orders, or directly to a unit, department or account. Stock parts are relieved from inventory as they are issued. Non-stock parts can also be issued, the difference being the parts is not received into inventory, but the user enters a purchase order and cost at that time.

Part Issue

Part Type: Non-Stock Location: NORM NORMANDIE COMPLEX Part Mark Up %: 20
 Issue To: Work Order Employee: Effective Date: 27-Mar-2005 12:18:45

Order Info:
 Vendor: Invoice No: Ref/Req No: PO No:
 Order Date: Apply Tax %: Discount %: 0.0 PO Line:

Parts Issue to Work Orders (Loaded 0 records)

Unit / Cost	Work Order	Job	Job Line	From Reserve	Part Number	Description	Unit	Quantity

Part Calculations:
 Total Cost: 0.0 Total Tax: 0.0 Total Discount: 0.0 Total Extended Cost: 0.0

Part Issue

Part Type: Non-Stock Location: NORM NORMANDIE COMPLEX Part Mark Up %: 25
 Issue To: Work Order Effective Date: 27-May-2005 13:49:36

Order Info:
 Vendor: 000470 Invoice No: F-345TH Ref/Req No: PO No:
 Order Date: 27-May-2005 00:00:00 Apply Tax %: 0.0 Discount %: 0.0 PO Line:

Parts Issue to Work Orders (New record number 2)

Unit / Cost	Work Order	Job	Job Line	Position	From Reserve	Part Number	Description	Unit	Quantity
424925	143902	60-0A-001	NORM			212850	DECAL	BAC	
424925	143902	60-0A-001	NORM			212850	DECAL	BAC	

Part Calculations:
 Total Cost: 0.0 Total Tax: 0.0 Total Discount: 0.0 Total Extended Cost: 0.0

Parts Receiving

Stock and Non-Stock parts are received on the same screen. When a purchase order is used, the user enters the purchase order number and each line appears on the screen. The user enters the quantity received and if a partial receipt is made has the open to close the line or leave it open in a back order status. The user can update the price if it varies from the PO price (with authority). When the receipt is completed, the on-hand inventory quantity and price are updated. Non-stock parts are received on the same PO and can be issued directly from the screen to the work order or unit that the part was requested for.

Part Receive

Part Header:
 Location: NORM NORMANDIE COMPLEX Type: Internal PO

Vendor Without PO:
 Vendor No: 000405 NAPA
 Contract:
 Invoice No: 000401
 P.O. #: 05-12543
 Effective Date: 05-May-2005 14:15:22
 Apply Tax: % Apply Discount: %

Part Calculations:
 Total Cost: 629.90 Total Tax: 0.00 Total Discount: 0.00 Total Extended Cost: 629.90

Parts Detail (Loaded 0 records)

Part No	Description	Qty	Quantity	Unit Cost	Extended Cost	Unit	Serial	Serial Number
103-15-400	OIL 103-15-400 BOTTLE	W109	10	\$1.1900	\$11.90	QT		
2089	AIR FILTER CHEVY		4	\$4.5000	\$18.00	EACH		

Receive Parts from External PO

Part Header:
 Location: NORM NORMANDIE COMPLEX

Vendor With PO:
 P.O. #:
 Vendor No:
 Invoice No:
 Purchase Origin:
 Packing Slip:
 Apply Tax: % Apply Discount: %

Part Calculations:
 Total Cost: Total Tax: Total Discount: Total Extended Cost:

Parts Detail (Loaded 0 records)

Link No	Part No	Part Desc	PO Q	Receiving Qty	Receiving Unit	Unit Cost	Extended Cost	Serial	Serial Number

Parts Requests to Procurement

FleetFocus has a part request/reservation process that can be used to generate part requisitions that can be processed into a purchase order. Users can use the Purchase Requisition process to reserve/request parts for stock, work orders, units, departments or accounts. The Request can be sent directly to a third party system for approval or go through a FleetFocus approval process before being send – the FleetFocus approval process is not based on purchasing authority, only on functional need.

FleetFocus also has an automated process called PAUTOREQ which will automatically generate a requisition for stock parts based on the on-hand quantity and the minimum stock level. Parts at or below the minimum will have a requisition created for the primary vendor, if assigned. Requisitions can be assigned to a purchase order in FleetFocus or sent to a third party for processing into a purchase orders. FleetFocus defers to the procurement system for financial-level

Parameters
Stock Status
Last Event
History
Reorder

Vendor Ordering Information
Unit: EACH Pack: 1 Issue Qty: 1 Vendor No: 010773 PETROLEUM DIST.
Print Bar Code Labels: Yes Alternate: 000406 NAPA

Reorder Method: Automatic

Manual Reorder Information
Std Order Qty: 0
Average Use/Day: 2
Turnover Ratio: 37
Max Inv Qty: 250
Max Inv Level: 125 Day(s)
Min Inv Qty: 6
Min Inv Level: 3 Day(s)

Automatic Reorder Information
Season Code:
Min Inv Qty: 6
Econ Order Qty: 273
Max Inv Qty: 273
Safety Stock: 6
Actual/Forecast Ratio: 45
Average Lead Time: 0 Day(s)
Forecast Qty: 4
Smoothing Factors User Value System Value
ABC Class: 0 A
Usage Factor: 3.3
Service Level %: 95

Batch Process: Parts Requisitions

Run the Automatic Requisition Job
Run Date: 09 May 2005 14:02:50
Generate: Requisitions and PO's
Location:
To Location Range: (Optional)
Vendor: (Optional)

Schedule Details
Run Interval: Click
Exclude weekends and holidays: ☐

Schedule / Reschedule

Refresh

Current Execution Schedule (Loaded 1 records)

ID	Description	Status	Schedule Date	Last Run	Frequency	Exclude Holidays	Submitted By
266769	AUTO REQUEST / PO GENERATOR	Running	23-Feb-2005 18:03:45	23-Feb-2005 20:21:34	0 Days	N	CBI

Section J - Billing

The system must provide an integrated billing module which operates independently from all other period end processes. The billing must be integrated not an ad hoc reporting process.

AssetWorks FleetFocus M5 complies. FleetFocus has a fully integrated billing module.

THE BILLING MODULE MUST PROVIDE FLEXIBILITY TO HANDLE THREE GENERAL METHODS FOR BILLING:

- **Charge-back of consumable (fuel, oil, etc..) and maintenance items**
- **Monthly rental by usage, time or a combination of both**
- **Motor pool or daily rental providing hourly, daily and weekly rates**

AssetWorks FleetFocus M5 complies. Each billing code can be configured for any of the described methods.

The system must provide the flexibility to define a combination of billing methods for individual units. For example, a unit may bill with a monthly rental rate but accident repairs and fuel are charged back.

AssetWorks FleetFocus M5 complies.

The system must allow for these billing types to be defined at a “class” level with the capability to override any billing parameter at a unit level.

AssetWorks FleetFocus M5 complies.

The system must maintain a historical table of billing charges (revenue), independent from the historical cost (expense) tables. The system must maintain a complete audit trail of all transactions generated.

AssetWorks FleetFocus M5 complies.

The billing must allow users to define whether charges are billed at actual or marked-up amounts. The system must allow mark-up amounts to be defined as a percentage, by charge type (parts, labor, fuel, commercial repair, etc..) by location.

AssetWorks FleetFocus M5 complies.

The billing program must mark all records billed with the fiscal period in which the charge was billed.

The billing program must ensure that charges do not get billed twice in different fiscal periods.

AssetWorks FleetFocus M5 complies.

The billing program must allow the billing to be run, reviewed, adjustments made, run again and once reviewed to the user’s satisfaction, closed. When the billing is closed the user cannot make any changes, adjustments must be made on subsequent billings.

AssetWorks FleetFocus M5 complies.

The billing program must produce a single invoice that itemizes all charges regardless of type (maintenance, fuel, rental etc...). The billing must provide detail at a unit level with summary information at the account or cost center level.

AssetWorks FleetFocus M5 complies.

The billing must allow users to define an account code structure by charge type within each cost center.

For example, rental charges could have a different account number than fuel charges for a single vehicle.

AssetWorks FleetFocus M5 complies.

Section K – Warranty Administration

The system must provide a fully integrated claim module that allows users to submit and track warranty claims submitted to manufacturers and vendors.

AssetWorks FleetFocus M5 complies.

The warranty claim must allow the user to select charge items (parts, labor and sublet repairs) that occurred on jobs in the system.

AssetWorks FleetFocus M5 complies.

The system must provide a list of all jobs that the system automatically flagged for warranty. These jobs and their charges must be available for submission on a warranty claim. The user should be able to select information from the work order jobs without re-keying any information. The claim must also provide a feature which all charges on a job can be selected with a single keystroke or mouse click.

AssetWorks FleetFocus M5 complies.

The system should support the following data elements per claim:

- Unit Number
- Claim Number
- Vendor or Manufacturer
- Work Order Number
- Date of Claim
- Claim Status (build, claim, agreed, submitted, received)
- Status Date
- Free Form Notes
- Date Funds Received

AssetWorks FleetFocus M5 complies.

The claim should support the following information at a job level on each claim:

- Job Code and Description
- Item Type (Parts, Labor or Sublet Repairs)
- Actual Amount in Dollars
- Claim Amount in Dollars
- Received Amount in Dollars

AssetWorks FleetFocus M5 complies.

When funds are received, the warranty claim must automatically credit the original charges on the original work order. Credits must be applied to offset the original transactions to ensure accurate life cycle costing. Warranty credit transactions should be marked as such to provide a historical record of reimbursements

AssetWorks FleetFocus M5 complies.

Section L – Fuel Management

General Information: The Fuel system shall be an integrated module within the system utilizing the same database. The system shall allow various consumable products to be ordered, received, disbursed, and charged including gasoline, diesel, motor oil, coolant, transmission fluid, etc.

AssetWorks FleetFocus M5 complies.

The system shall automatically track and display for each tank:

- The product issued
- The unit of issue
- The on-hand value
- The on-order quantity
- Date of the last order
- Last date received
- Last date issued
- Last date transferred
- Date of last physical inventory

AssetWorks FleetFocus M5 complies.

Hose Totalizer Reading: Each hose on each tank shall have a totalizer meter reading recorded, calculated, and displayed by the system to indicate the total quantity dispensed from each hose dispenser since the hose was installed.

AssetWorks FleetFocus M5 complies.

Tank Level Readings: The system shall provide a screen for manual tank stick readings to be entered and automatic tank level readings to be recorded, with a screen to display back this information for a selected date range and tank number.

AssetWorks FleetFocus M5 complies.

Ordering Products: Creation of purchase orders for the purchase of consumable products must be provided with the system. The purchase order screen shall contain the following fields:

- Vendor name
- Product identification
- Tank ID
- Unit price of the product
- The system shall also allow orders to be changed or deleted.

AssetWorks FleetFocus M5 complies.

Order Tracking: Each order display shall include the following fields:

- Order status
- Quantity received to date
- Product identification
- Last date product received from vendor at the tank location.

AssetWorks FleetFocus M5 complies.

The order display shall be displayed using the following search criteria using wildcards:

- Location
- Purchase order number
- Vendor number

- **Product number**

AssetWorks FleetFocus M5 complies.

Suggested Quantity: The system shall calculate the suggested order quantity from the quantity on-hand, maximum capacity of the tank, and amount already on-order.

AssetWorks FleetFocus M5 complies.

Product Reordering: The system must allow for an automatic warning in the system that the product needs to be reordered when inventory at that tank falls below a specified minimum level.

AssetWorks FleetFocus M5 complies.

Receiving Product: A screen to input receiving data shall be provided. The screen shall include:

- Purchase order number
- Vendor number
- Product code
- Reference number
- Tank location
- Received quantity
- Received date
- Status of purchase order (open, partial, closed)
- The unit price for the product
- The balance due
- The order quantity

AssetWorks FleetFocus M5 complies.

Transferring Product: The ability to transfer product from one tank to another shall be provided and shall adjust tank levels recorded by the system accordingly.

AssetWorks FleetFocus M5 complies.

Manually Charging Product: The system shall allow the manual input of fuel dispensed within the Department and for product purchased from an outside company using a credit card, and to be charged to an equipment or to an indirect account number.

AssetWorks FleetFocus M5 complies.

While processing manually charged products, the system shall prompt for the meter reading of the equipment and shall check the value for reasonableness.

AssetWorks FleetFocus M5 complies.

Displaying Product Inventory: A display screen to search product inventory shall be provided and shall allow a search, using wildcard characters, by the following criteria:

- Location
- Tank number
- Product type
- Search date range

AssetWorks FleetFocus M5 complies.

The resulting display shall show the following fields:

- Location
- Tank number

- Product
- Physical inventory date
- Maximum quantity
- Minimum quantity
- On-hand quantity
- On-order quantity
- Last order quantity

AssetWorks FleetFocus M5 complies.

Inventory Adjustments: The system shall provide inventory adjustments to be charged to an indirect account when the actual product amount varies from the amount identified by the system.

AssetWorks FleetFocus M5 complies.

Displaying Product History: A display screen showing the history of all products issued, received, transferred, and any adjustments to each tank shall be provided.

AssetWorks FleetFocus M5 complies.

Fuel Card Information: A display screen showing card number, employee name, and status shall be provided to track fuel cards issued to employees.

AssetWorks FleetFocus M5 complies.

Fuel Card Readers: The system shall provide (optionally) fuel card readers that are fully integrated with the application that operate on a real time basis, using all the data from the main database; no other system would be required.

AssetWorks FleetFocus M5 complies.

Please see the FuelFocus White Paper in the Appendix of this response for full details about the fully integrated, real time fuel management system.

FUEL MANAGEMENT SYSTEM SPECIFICATIONS

A. Required Features

1. Island Control Units (ICU) shall be designed to be stand-alone devices capable of controlling all associated dispensers through an internal relay panel and shall not require an associated "site controller" or other similar device located at or near the fuel island for proper operation.

AssetWorks FuelFocus complies.

2. Island Control Units shall be provided complete with pedestals. Both the fuel control terminals and the pedestals shall be designed to be vandal or weather resistant and shall be finished in a workmanship manner suitable to withstand direct sunlight without weathering. The displays, LED's and labeling shall remain legible, even in direct sunlight. The terminals shall be designed for proper operation in ambient air temperatures between 0° and 160° Fahrenheit.

AssetWorks FuelFocus complies

3. Access to the inside of the terminal shall be provided through a locking door. All of the terminals shall be keyed alike. Contractor shall deliver two (2) keys per unit.

AssetWorks FuelFocus complies

4. The Island Control Units shall be designed to operate at 115 volts and less than 2 amps total current.

AssetWorks FuelFocus complies

5. The Island Control Units shall be equipped with transient surge protection.

AssetWorks FuelFocus complies

6. Addressing shall be via non-volatile RAM. Addressing schemes that require soldering or using wire jumpers or switches are not acceptable.

AssetWorks FuelFocus complies

7. Each Island Controller, as installed, shall be equipped to control the proper number of different dispensers and shall be capable of being expanded to control up to a total of 16 dispensers through the addition of easy to install circuit boards and relay packs. The terminals shall be designed to record fueling product deliveries to one thousandth of a gallon of fuels. Regardless of the number of dispensers in operation, at delivery rates of 50 gallons per minute per dispenser, all hoses shall report accurately while in simultaneous operation.

AssetWorks FuelFocus complies

8. Each Island Controller shall be capable of accepting input from any form of mag stripe card, any proximity key or card from HID Corporation, Motorola Indala, GE Security, or AWID Technologies, any biometric readers from Identica Corporation, and vehicle information sub-systems. Each Island Controller shall also allow key pad authorization.

AssetWorks FuelFocus complies

9. Each terminal shall be provided with a metal pay phone style alpha numeric keypad for answering system prompts.

AssetWorks FuelFocus complies

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10. The Island Control Units shall perform a validity check on all data read from a key or received from the automatic vehicle data collection system to ensure the integrity of the data. The terminal shall not authorize the dispensing of fuel or fueling products if the data provided by the data key or automatic vehicle data collection system is invalid in any way. Validity check shall be on a user by user basis. All validity checks should be done in REALTIME with the host computer.

AssetWorks FuelFocus complies

11. The Island Controller shall display a plain English error message whenever it cannot authorize the dispensing of fuel or fueling products. The error message displayed shall be reasonable descriptive, such as "invalid key", "mileage error", "incorrect fuel type", etc.

AssetWorks FuelFocus complies

B. Override and Special Function Procedures

1. Each Island Controller shall be provided with a means of manually enabling a dispenser by bypassing the system through the use of a switch located inside of the Island Controller. Controller must record day, date, time, hose number, location and gallons of fuel pumped at a minimum even if the pump switch is placed into bypass. All transactions issued while in bypass should be marked as so in the database.

AssetWorks FuelFocus complies

C. Messaging

1. The Island Controller shall have the ability to deliver a specific message from a table preprogrammed with messages, to a specific vehicle operator, i.e. specific vehicle 123 is set up to receive the message 'bring car in for oil change'

AssetWorks FuelFocus complies

D. Backup Database

1. The Island Controller shall have flexibility to expand the total memory to accommodate enhancements to the validation database should the network be down for REAL-TIME validation with the host computer. The local memory should be able to handle at minimum 50,000 vehicles, 50,000 employees, and 100,000 transactions in nonvolatile or battery backed up memory.

AssetWorks FuelFocus complies

E. Pump Chaining

The Island Controller shall provide the ability to chain pumps.

AssetWorks FuelFocus complies

F. Dispenser Interface

The Island Controller shall interface to the following dispensers:

1. Electronic dispenser interfaces.
2. All mechanical dispensers.
3. CNG dispensers utilizing micro-motion flow meters.
4. Other dispensers for LNG, Propane, Hydrogen, Electricity.

AssetWorks FuelFocus complies

G. Tank Level Sensors Interface

The Island Controller shall have the ability to communicate with a tank level sensor with the addition of

the optional tank level sensor interface. This option can be added at any time.
AssetWorks FuelFocus complies

H. Island Controller Connectivity

The Island Controller shall be equipped with an internal TCP/IP Ethernet card for REAL- TIME communications.

AssetWorks FuelFocus complies

TRANSACTION AUTHORIZATION AND CONTROL METHODS

A. Authorization Requirements

1. Before authorizing the dispensing of any fuel, the system shall verify that the following configurable checks are valid:

- a. The vehicle is authorized to obtain fuel.
- b. The fuel type requested is authorized for the vehicle.
- c. The vehicle mileage is greater than the mileage recorded for the last fueling and that the difference between the last recorded mileage and the current mileage is less than or equal to the mileage limit set for the vehicle.

AssetWorks FuelFocus complies

2. The system shall provide four (4) different user determined mileage verification standards for each vehicle.

- a. Correct odometer reading within specified range is required.
- b. Product dispensed after third attempt regardless of odometer reading.
- c. Product dispensed on first attempt regardless of odometer reading.
- d. No odometer is required.

AssetWorks FuelFocus complies

3. Fueling products shall require verification that the vehicle is authorized to obtain fuel. Odometer readings recorded for fueling product shall be transmitted to the central computer and flagged as invalid if the mileage is not within limits. Faulty odometer reading for fueling products shall not overwrite or override the odometer reading from the last fueling transaction.

AssetWorks FuelFocus complies

4. During the fueling process, the system shall monitor the amount of fuel delivered to ensure that it does not exceed the maximum fuel capacity of the vehicle. In the event that the amount of fuel delivered exceeds the maximum fuel capacity of the vehicle, the system shall automatically shut down the dispenser.

AssetWorks FuelFocus complies

B. Transaction Authorization Methods

Access to fuel shall be accomplished through the use of one or more of the following methods.

1. Vehicle Information Subsystem

The vehicle information subsystem shall be physically attached to the vehicle and provide the following:

- a. The island controller shall be capable of automatically collecting data from the vehicle via a wireless connection between the vehicle and the dispenser. The information transmitted from the vehicle to the fuel control terminal shall be sufficient to authorize the dispensing of fuel to

AssetWORKS

the vehicle automatically. The information transmitted shall include, as a minimum, the following items:

- a. Unit number (6 characters minimum).
- b. Unit odometer reading (in miles up to 999,999).
- c. Authorized fuel types.
- d. Engine run time in hours and tenths (up to 99,999.9) if used.

AssetWorks FuelFocus complies

- b. The vehicle-mounted equipment shall consist of a data collection/transmitting device and an antenna designed to be mounted in the vehicle. The data collection/transmitting device and antenna shall be splash and dust resistant and designed to withstand the rigors of vehicle mounting. Various sizes shall be available to support our entire fleet

AssetWorks FuelFocus complies

- c. The odometer reading reported by the vehicle-mounted equipment shall be within 0.1 mile of the vehicle's actual odometer reading per 1000 miles. The time reported by the engine run time and engine idle time timers shall be within 0.1 hours of actual meter readings per 100 hours. The counters shall report actual counts with no variance allowed.

AssetWorks FuelFocus complies

- d. Installation of the vehicle-mounted automatic vehicle data collection equipment, when done in accordance with the contractor's instructions, shall not adversely affect the appearance or operation of the vehicle.

AssetWorks FuelFocus complies

C. HID ProxKeys

1. HID ProxKeys shall be constructed of a tough wear resistant body design guaranteed for life by the manufacturer not to lose programming and should come to the client preprogrammed.

AssetWorks FuelFocus complies

2. To obtain fuel, the operator will pass the key in front of the reader, input the odometer reading and hose desired. The request will be measured against the data in the database and will include an odometer check.

AssetWorks FuelFocus complies

3. The key will allow fueling to be limited on a per day basis.

AssetWorks FuelFocus complies

4. The system must be capable of reading the City of Hollywood's employee ID cards for obtaining fuel.

AssetWorks FuelFocus complies

D. Keypad Entry

To obtain fuel with the keypad entry method, the user keys in the requested alphanumeric information into the island controller custom front panel. Example:

Enter vehicle id – Operator enter alphanumeric ID (enter) Enter odometer – Operator enters odometer (enter)

Enter hose # - Operator enters hose # (enter). Begin fueling

AssetWorks FuelFocus complies

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The fueling system shall be capable of various access device configurations to include but not limited to:

1. Keyless. Fuel is dispensed by merely inputting an id number and odometer reading in the ICU.
2. Use of a vehicle key only to fuel. Requires presenting the key and following prompts.
3. Use of a Vehicle Information Sub-system only requires simply inserting the nozzle into the tank and dispensing fuel.
4. The user of a Vehicle Information Sub-system and an employee key.
5. The user of a Vehicle Information Sub-system that is keyboard entered.
6. Any variation of the above.

AssetWorks FuelFocus complies

CERTIFICATIONS

- A. All work performed under this contract shall be in accordance with all codes, rules, laws, and regulations of the local authority having jurisdiction. Equipment, material, and workmanship provided under this contract shall adhere to or exceed all applicable standards and codes.

AssetWorks FuelFocus complies

- B. All equipment and materials provided under this contract shall be listed by a nationally recognized testing laboratory such as UL or equal and FCC Approved.

AssetWorks FuelFocus complies

TANK LEVEL SENSOR INTERFACE

The fuel island terminal will monitor the tank sensor devices and generate and send a separate transaction each time it calls the host controller. This transaction will include fuel in inches and in gallons (gauged balance), water level in inches, and temperature in degrees Fahrenheit. The most current readings will be stored in the system and will be available on the fuel inventory and receipts report.

AssetWorks FuelFocus complies

Appendix

- AssetWorks Statement of Work and Project Plan
- AssetWorks FleetFocus White Paper
- AssetWorks FuelFocus White Paper
- AssetWorks FleetFocus System Requirements
- AssetWorks Data Center Overview
- AssetWorks Resumes (Representative)
- AssetWorks Customer Lists
- AssetWorks FleetFocus M5 Reports Directory*
- AssetWorks Standard Agreements**
- Constellation Software Inc Annual Report FY2012**

** In order to conserve paper, this large document has been included electronically and can be found on the CD enclosed.*

***In order to conserve paper, only one (1) hardcopy of these documents has been printed and can be found in the version marked 'ORIGINAL'.*

EXCEPTIONS AND TERMS AND CONDITIONS

AssetWorks has reviewed the terms in the RFP ("Customer Terms"). If awarded the opportunity, AssetWorks is prepared to meet with the Customer and negotiate a mutually agreed contract containing all relevant terms for its products and services consistent with the RFP and response.

Provision:	AssetWorks Request:
AssetWorks Standard Terms	AssetWorks has attached its standard agreements for consideration by the Customer. The license agreement protects AssetWorks intellectual property rights and sets limits on the use of the proprietary software. AssetWorks has included its standard maintenance agreement that describes AssetWorks' standard maintenance program. AssetWorks has also included its professional services agreement that would govern implementation of the solution and custom development. Alternatively, AssetWorks is also a current vendor to the Customer and existing agreements could be the basis for any agreement between AssetWorks and Customer.
Indemnification and Limitation of Liability (New)	AssetWorks requires a limitation of liability in all contracts limiting the type and amount of liability similar to the language in AssetWorks Standard Agreements. AssetWorks would be willing to carve out the indemnification to Customer for third party claims for personal injury, death, property damage and infringement caused by acts or omissions of AssetWorks from any such cap. Indemnification should be limited to damages that arise directly from acts and omission of AssetWorks.
Insurance	AssetWorks maintains insurance coverage consistent with the requirements of the Customer except it does not have coverage for owned autos because it has no owned autos.



STATEMENT OF WORK

City of Hollywood, FL Fleet Management Division



FleetFocus™ Fleet Management Applications

November 8, 2013

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Introduction

AssetWorks is pleased to assist City of Hollywood, FL Fleet Management Division (FMD) with the implementation of the FleetFocus™ fleet management applications. AssetWorks recommends FMD leverage AssetWorks' expertise and consulting resources to ensure a timely and cost effective implementation.

This Statement of Work identifies the tasks required for the implementation of the FleetFocus™ application and is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements. The services provided under this Statement of Work include project management, system analysis, testing, training, and general consulting and implementation assistance.

All professional project management and training services described in this Statement of Work are provided on a **fixed cost** basis by AssetWorks to FMD. Task budgets are developed based on AssetWorks' current knowledge of FMD's expressed requirements and experience with similar AssetWorks implementations. AssetWorks Professional Services resources are scheduled on a first come-first served basis. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and FMD will discuss these changes in good faith at their earliest opportunity.

AssetWorks will commence the project upon receiving a signed Professional Services Agreement, a registered contract or purchase order, and official notice to proceed with the project. This Statement of Work will be referenced in the overall FleetFocus Professional Services contract and follow the document precedence agreed to in the master contract.

The following summary generally describes the services that the AssetWorks Professional Services team will deliver to insure a successful implementation of the FleetFocus application.

Project Implementation and Training:

Project Management and Administration – AssetWorks will assign a Project Manager to assist FMD with the implementation of FleetFocus™, including conducting a project Kick-Off Meeting; developing and managing the implementation schedule; managing AssetWorks resources and deliverables; conducting regular progress meetings; and providing regular project status reports.

System Design – AssetWorks will review FMD's proposed fleet and maintenance management business process to identify opportunities to engineer those processes to take full advantage of the functionality and capabilities of the FleetFocus™ application. AssetWorks will also assemble the final requirements for all application functionality.. AssetWorks will document and review the requirements with FMD before proceeding with the application design, setup and training.

System Setup and Configuration – AssetWorks will consult with FMD on the setup and configuration of the FleetFocus™ application to support the loading of the pre-production data. This task includes setting up the application's security module, creating user roles, and populating reference codes. FMD will have principal responsibility for loading the data and setting system flags and attributes, with direction from AssetWorks. AssetWorks will provide FMD with templates for loading unit records into the system. AssetWorks will assist FMD with the design of the user roles and work-flows during a work-flow planning workshop. FMD will have responsibility for configuring the advanced functionality needed to support the planned work flows such as defining job schedules and standards; billing; warranty terms; motor pools and inventory reorder parameters.



Documentation – AssetWorks will provide FMD with our standard documentation and training aides. FMD will be responsible for customizing standard AssetWorks documentation to be used as training guides for FMD users. AssetWorks will review completed documentation to insure the edited documents correctly support the application.

Business Intelligence Support - AssetWorks will provide support to FMD with implementing the various business intelligence modules available in FleetFocus: standard reports, customizing reports, dashboards, performance measures and metrics (PMM) and ad-hoc reporting. AssetWorks will aid FMD with determining its business intelligence requirements and recommend the appropriate tool for addressing reporting needs. AssetWorks will provide additional training with implementing those BI modules that FMD has licensed.

Application Readiness – AssetWorks will assist FMD with conducting a conference room pilot implementation prior to the production rollout of the application. This testing will focus on proving that the application has been populated and configured correctly and is ready to deploy in accordance with specifications.

Training – AssetWorks will provide on-going training throughout the implementation. This training will include: Key-User, Application, and User training sessions. AssetWorks will provide on-site training to all FMD fleet personnel. All training will be conducted by AssetWorks Implementation Specialists.

Production Rollout – AssetWorks will provide on-site support during the initial production roll-out for a smooth transition to the FleetFocus™ application.

Technical and Development Support:

FleetFocus Installation –AssetWorks will install the FleetFocus™ application in FMD production and test environments or in an AssetWorks managed data center. Installation includes the FleetFocus™ application and batch services, the Crystal Reports Server/Business Objects Enterprise reporting environment, and the FleetFocus™ Oracle or SQL Server production and test databases.

Data Loading – AssetWorks will provide templates and instructions for extracting and loading large volume record sets to populate master records and appropriate history. FMD will have responsibility for populating the templates and submitting the templates for loading.

FuelFocus Fuel System Installation

Fuel System Configuration and Training – In addition to the services to implement FleetFocus, AssetWorks will also provide training on the setup and use of the integrated FuelFocus system. This will include how to setup the support data tables for the islands, fuel tanks, and vehicles; fuel inventory management, including ordering and reconciliation; and processing fuel transactions. AssetWorks will consult with FMD during the configuration process and help to test the configuration once completed.

Island Controllers - AssetWorks will install fuel island controllers (ICU) at each of FMD's fuel locations. This assumes each location is ICU-ready with all sites powered and connected to the network. AssetWorks will connect the controllers, work with FMD on the setup and configuration of each controller and certify each controller is ready for service.

WAF Vehicle ID Box Installation – AssetWorks will instruct technicians on the proper installation and configuration of the vehicle ID boxes (VIB) that are used to connect the vehicle to the ICU to authorize fueling and to wirelessly pass vehicle data to the ICU and FleetFocus.



Fuel Island Deployment – AssetWorks will provide support during the deployment of the fuel island controllers to troubleshoot any hardware and software issues.



WBS M5 FleetFocus Implementation Work Plan

The following WBS tasks represent those services necessary to minimally implement FleetFocus™ at a client location. These services include the installation of the FleetFocus™ application and database; project management services; basic training services; and master record data conversion. The proposed project plan assumes that AssetWorks will provide instruction and direction to FMD during the implementation with FMD Project Team responsible for conducting most of the task work.

M5-1.0 Project Management

AssetWorks will provide project management and administrative services to execute the project plan, including: initiating the project, conducting a Project Kick-off meeting, conducting regularly scheduled status meetings and preparing monthly status report, managing all deliverables and the project budget, coordinating any change orders, and overseeing the overall project administration and billing.

AssetWorks will assign a Project Manager to lead the implementation and coordinate all AssetWorks project activities. The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements. The Project Manager will also be responsible for preparing periodic billings in accordance with the payment terms laid out in the License and Professional Services agreements.

AssetWorks will also assign a Project Director to supervise the Project Manager, provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. While the Project Manager is the primary contact, the Project Director is FMD's first escalation point for any issues arising during the project, while the Program Manager will provide executive level communication and support.

Throughout the project, AssetWorks will provide the following project management services:

- Coordination of project resources and work so that milestones are met in an efficient manner; tasks will be designed so as to reasonably minimize implementation time and cost while taking into consideration resource and time constraints such as FMD staff availability;
- Follow-up on action items and issues;
- Work with FMD to manage risks throughout the project
- Serve as the main point of contact for FMD project manager;
- Provide regularly scheduled updates to the work plan and project budget.

Project Start-Up

AssetWorks will commence the project upon receipt of the fully executed Professional Services Agreement or an official notice to proceed.

This initial project task is to initiate the start-up of the project by scheduling a Project Start-Up conference call with FMD.

AssetWorks expects FMD will appoint a Project Manager, who will lead the overall FMD project team and be responsible for the FMD personnel and resources on the project. AssetWorks recommends a System



Administrator be designated who will be responsible for the configuration, implementation, and administration of the FleetFocus application and server as the primary technical contact during the implementation.

AssetWorks will initiate the Project Start-Up conference call with FMD's designated Project Manager to discuss how to precede with the implementation. Key points for this initial call include:

- Introducing key members of the AssetWorks and FMD project teams.
- Scheduling of the Project Kickoff meeting.
- Reviewing key project deliverables, terms, and conditions.
- Distributing the FleetFocus™ Implementation Questionnaire.
- Forming the core team.

In addition to the Project Manager and System Administrator, AssetWorks recommends FMD appoint a core project team for the project implementation with Subject Matter Experts (SME) from each operational area of FMD's business. The SMEs will serve as the functional lead and Key-Users for their business area and will have responsibility for leading discussions and making decisions regarding the implementation and configuration of the functionality relevant to their operation. The core group representatives should have complete knowledge and familiarity with FMD's operations and objectives, and will form the majority of the roll-out team later in the project.

Project Kick-Off Meeting

The Project Kick-Off Meeting is devoted to introducing the core project team to the AssetWorks team, the project implementation methodology, and the FleetFocus application. After completing this session, the project team will have an understanding of the implementation process and will be prepared to start collecting the data required to setup and configure the system.

This meeting is typically held over one to two days and includes discussion and review of the following topics:

- Project plan tasks and timeline,
- System Implementation Steps (Jump Start Implementation document)
- Assignment of customer responsible tasks,
- Assigning the Implementation Questionnaire,
- Contract deliverables,
- Change management procedures,
- The data loading process, and
- Orientation on the FleetFocus™ system.

Based on discussions during the Kick-off Meeting, the AssetWorks Project Manager will revise the project plan and assign AssetWorks and FMD project resources to various tasks in the plan. Following the Kick-off Meeting, an updated project schedule will be delivered to FMD by AssetWorks.

FMD will assist in facilitating this session. FMD will provide a suitable meeting facility, with a projector and will be responsible for inviting attendees. AssetWorks will FMD with soft copies of the orientation materials, which will include presentation materials outlining the project objectives and product information. FMD will be responsible for producing and distributing any hard copies of orientation materials.



AssetWorks Deliverables for Project Management Services

- Relevant Project Status Meetings and Reports
- Management of action items, issues and risks
- Facilitation of status meetings
- Scheduling and execution of all AssetWorks' deliverables
- Preparation and execution of any project change orders
- Project billing and administration
- Project Start-Up Conference Call
- Scheduling of the Project Kick-Off Meeting and target Installation date
- Facilitate Project Kick-Off and Orientation Meeting.
- Implementation Questionnaire delivery
- Soft copy of Kick-Off meeting and orientation materials.
- Updated Project Plan.

FMD Responsibility

- Assign Project Manager
- Identify Core Project Team, their responsibilities and ensure their participation through-out the project life-cycle
- Coordinate FMD resources in order to maintain the project schedule and minimize delay
- Schedule Project Team meetings; provide meeting facilities, including teleconferencing; and ensure appropriate FMD attendance
- Schedule Project Steering Committee Meetings; provide meeting facilities, including teleconferencing; and ensure appropriate FMD attendance
- Ensure appropriate management and project team members attend.
- Coordinate Project Start-Up Conference Call
- Coordinate with the AssetWorks to schedule the kick-off meeting
- Provide meeting facilities
- Review the Issue Log
- Provide Change Control Procedure
- Review (and facilitate approval, as required) the Project Plan
- Review the Project Status Report
- Provide project-related documentation and identify project resource constraints
- Answer AssetWorks' questions related to FMD's project materia



M5-2.0 Installation Services

City of Hollywood, FL Fleet Management Division Hosted Installation

Data Center Hardware Acquisition and Installation

FMD controls its infrastructure and technology. AssetWorks will provide a System Requirements document detailing the recommended hardware requirements, database sizing guide and configurations to successfully deploy the FleetFocus™ application.

AssetWorks is not responsible for the purchase and installation of hardware, operating system software, or database management system software. AssetWorks will not be responsible for any construction or communications infrastructure. AssetWorks will not install any servers or other hardware.

FMD will be responsible for purchasing all hardware and installing the hardware in its data center. FMD is responsible for establishing network connectivity, installation of all firewall and network security software. FMD will be responsible for testing that the hardware is correctly installed and successfully configured on the network. AssetWorks assumes that FMD will install the servers and resolve network configuration issues that arise as a result of the server operating system installation (in order to connect to FMD wide area network).

FMD will provide the required relational database management system (RDBMS), application and test web servers (the web server must use Microsoft IIS), reporting/batch server and other operating software (including licenses, media, and documentation) for this installation task. All operating systems, related server management/virtual machine software, and RDBMS must be installed and all servers operational before installation can be scheduled. See System Requirements document.

The RDBMS – Oracle 10g/11 or SQL Server – not directly purchased from AssetWorks must be pre-installed by FMD prior to the installation of FleetFocus. FMD will install and configure the database instances: production and test. AssetWorks will install and configure the FleetFocus M5 schema in each instance during installation. The FleetFocus™ instance can be installed along existing database instances if FMD has the appropriate licenses permitting use of the database application with FleetFocus™. AssetWorks will work with FMD to correctly size the FleetFocus™ database and ensure FMD network environment is ready for the new system.

In addition to the server environment, AssetWorks also recommends FMD procure the following:

- Client workstations, laptops or tablets that support Internet Explorer.
- AssetWorks recommends 17" monitors for PC based workstations. Touch screen monitors are optional.
- Bar code scanners as needed to support labor capture and inventory operations.
- An appropriate number of printers.
- A standby power supply and conditioner to protect the server environment from power problems.
- Provision for disaster recovery.

AssetWorks requests that FMD provide AssetWorks with some form of remote access to the application servers to allow AssetWorks to investigate reported issues and access to logs and other diagnostic information.

Prior to scheduling the FleetFocus™ installation, the AssetWorks Project Manager will review with FMD's Project Manager that the required hardware is available and configured on FMD's network. The AssetWorks Installation Engineer will contact the appropriate FMD technical staff **prior** to the schedule installation date to verify that



technical environment is prepared. During that call, a pre-installation configuration questionnaire will be completed by the AssetWorks Installation Engineer.

Deliverable for Hardware Acquisition

- System Requirements and Sizing Guide

FMD's Responsibility

- Specify and order all hardware required to support FleetFocus and its components
- Install and configure servers, including operating system and network connectivity
- Create the FleetFocus database instances for test and production

FleetFocus and FuelFocus Software Installation

Once FMD's environment is ready for the installation, the Project Manager will schedule the AssetWorks Technical Support Engineer into the appropriate FMD location. The Technical Support Engineer will complete the following software installation tasks:

The software installation will include installation of two FleetFocus™ environments to be used during the project lifecycle: Production and Test. The Test environment provides an alternative to production for testing data conversions, interfaces, and software upgrades. The Application and Test application environments must be installed on separate servers as the business components in the two environments can vary. A single Batch and Reports Server will be installed, but will contain separate file structures for test and production reports and batch programs. AssetWorks will also install test and production database schemas into two separate FMD-installed database instances. License keys for FleetFocus™ and all licensed optional modules will be installed by AssetWorks activating the application. Once completed, the Technical Support Engineer will publish a URL for each environment deploying the application.

The AssetWorks Technical Support Engineer will complete an Installation Worksheet form that documents the installation for later use in support troubleshooting. The Technical Support Engineer will also complete a basic installation test plan to insure the system is correctly installed and functionality. This test will serve as certification that the application is installed and ready for use by FMD.

An installation software CD, a copy of any third-party software provided by AssetWorks, and a copy of the completed Installation Guide will be provided to FMD during the installation process.

During the installation, the Technical Support Engineer will provide on-going training with FMD technical staff and FleetFocus System Administrator to review the installation, and basic application maintenance and upgrade procedures. At the conclusion of the installation the Technical Support Engineer will review the installation process with FMD engineers and administrators.

The entire installation session is typically two to four days in duration depending on the complexity of FMD's network and security policies and network/application management procedures. FMD's technical resources from its network administration, security/firewall, database administration, and web-services areas should be available, or on-call, as needed during the installation period.

Deliverable for Software Installation Services

- Installation of FleetFocus software and database schemas in a test and production environment



- Installation of Business Objects Enterprise or Crystal Reports Server software or adapter;
- Certification of the application installation by AssetWorks.

FMD's Responsibility

- Test the published URLs for accessibility
- Provide workstations to users that can access the FleetFocus™ URL
- Maintain FMD communication, network and security infrastructure



M5-3.0 System Design

The goal of this phase is to develop an understanding of FMD's policies and procedures, identify opportunities to adopt best practices that support the application's implementation and determine how FleetFocus™ will be integrated into the day-to-day operation of the fleet.

Business Process Assessment

Following the Project Kick-off, AssetWorks will initiate a high-level cooperative review of FMD's current and planned fleet business processes and procedures and its strategic goals in order to develop a set of requirements for a successful system implementation. The Business Process Assessment (BPA) will identify practices and procedures that can be changed to provide a more efficient fleet management operation and a smoother implementation and operation of FleetFocus. AssetWorks will perform the following tasks as part of the BPA:

Implementation Questionnaire and Process Review

The Implementation Questionnaire introduced during the Kick-Off Meeting will be the starting point for the Business Process Review. FMD's core team is responsible for completing the Implementation Questionnaire before any training sessions can be scheduled. FMD's responsibilities for this task also includes the assimilation of all relevant fleet, operations, and maintenance operating procedures and documents supporting the proposed data and work-flows. Once the Questionnaire is completed, AssetWorks will review it and incorporate this will the materials we have gathered as part of the business process assessment.

While FMD is completing the questionnaire, AssetWorks will also begin to familiarize ourselves with the overall operation, conduct field site visits to meet users and observe operations, and begin to assemble documents, procedures and other materials supporting current operations and business processes.

Current State Workshop Sessions

Once the Questionnaire has been completed and all relevant documentation assembled, AssetWorks will meet with the Core Team to commence the Current State Workshops. The BPA Workshops are a series of meetings and interviews with core team members and other subject matter experts (SME) to review the Implementation Questionnaire; document current work-flows; identify barriers to process efficiencies; identify potential integration opportunities;; and discuss strategic objectives for future operations.

The interviews and sessions will provide AssetWorks with the following:

- Awareness of how FMD works and processes fleet information
- Ability to define information processes, functions, and functional areas
- Assessment of the likely adoption of future state (To Be) processes and recommendations

AssetWorks will conduct interview sessions for the following FMD functional areas.

- **Maintenance Management** – Topics include: opening work orders, work assignment, labor hour tracking, indirect time, reviewing work orders, requesting parts, and other shop activity functions such as PM scheduling, PM programs, and the development of PM checklist items.
- **Purchasing and Inventory Management** - Topics include: inventory management, replenishment, emergency purchases, charging materials, creating purchase requests, handling parts warranties, dealing with serialized parts, and other inventory management functions.



- **Asset Management** - Topics include: how assets are acquired, entered into the application, assigned, and eventually disposed. Also discussed will be fleet specification and categorization, warranties tracking, capital costs and depreciation, replacement planning, meter management and other asset management tasks.
- **Fuel Management** - Topics include: internal fueling, commercial fueling, and fuel card management.
- **Financial Management** - Topics include: cost assignment, account management, rate development, markups, customer service agreements, and billing methods. Also discussed will be lease and motor pool assignments and rates.

The following image is representative of the proven tools AssetWorks will bring to the project.

AssetWORKS

Functional Configuration Questionnaire
Maintenance Planning and Scheduling

Distribution

To: Project Manager @[Customer].com
Cc: [Customer] Core Implementation Team

Maintenance Planning & Scheduling			
Required Participants:			
Optional Participants:			
Date/Time/Location of Meeting:			
AssetWorks:			
Goal			
Goal:	1. Understand how [Customer] plans and schedules all maintenance activities in their garage. 2. Understand how [Customer] manages timekeeping and labor capture. 3. Collect documentation (i.e. reports, forms, screen shots, etc.) 4. Create a graphical representation of current workflow.		
Attachment(s):			
Discussion Points			
Discussion Points:	1. How does [Customer] currently plan and schedule maintenance activities? 2. How is work prioritized? 3. What systems and/or reports do you use to support scheduling? 4. How is refusing accomplished? 5. How does [Customer] capture labor currently? 6. Is labor at the garage level used to compute payroll? How? 7. Are there any pay differentials? How do they work? 8. Are there any new initiatives [Customer] is planning to implement with regard to timekeeping, or labor capture, or pay differential?		
Attachment(s):			
Understanding the "As-Is"			
Question:	Answer:	Answer provided by:	Action Item for:
1. When a mechanic/technician comes into work, how do they know what to do?			

\resources\doc\Assetworks_B_Scheduling.doc © 2016 AssetWorks Confidential Page 1 of 4

Future State Workshop

After completing the Current State sessions, AssetWorks will compile the results of the interview and document the recommended future state TO BE processes and work-flows. AssetWorks will present these recommendations to FMD in a workshop format to review the proposed processes and work-flows and gather final feedback from FMD. AssetWorks will demonstrate at a high-level the recommended work-flow and functionality that will support the planned future state, as well as discuss any gaps that may exist between the current and future state requirements. The purpose of this workshop is not to finalize work-flows or processes, but to insure that both AssetWorks and FMD have an understanding of what functionality will be implemented and generally how that



functionality will support future operations. The results of this workshop will be used to guide training, configuration and future work-flow planning.

Deliverable for Business Process Assessment

- Implementation Questionnaire
- Current State Workshop
- Future State Workshop

FMD's Responsibility for Business Process Assessment

- Completion of Implementation Questionnaire in agreed upon time.
- Provide facilities for workshops.
- Arrange to have the correct subject matter experts in attendance for the various workshops.



M5-4.0 System Setup Services

Key-User Workshop

As outlined in the Project Start-up Call task, AssetWorks recommends FMD appoint a small core team of Key-Users to participate in this project and provide subject matter expertise. FMD should involve representatives from every department within the fleet organization, and each department should participate and provide input on these critical implementation decisions.

This group must have the authority and charter to make appropriate decisions regarding the FleetFocus implementation. The group representatives should have complete knowledge and familiarity with the operation, including maintenance, equipment acquisition, parts inventory, and procurement. The group members should be familiar with the current processes and systems.

The Key-User workshop is very much a dialogue and exchange of information where FMD's project team will plan the overall integration of FleetFocus™ into FMD operation under the guidance of AssetWorks' expertise. Decisions made during this phase of the project will have a **direct effect** on the work flow in the roll-out of FleetFocus™.

AssetWorks will lead this group in a series of Key-User Workshops over several days. The results of the earlier Business Process Assessment Workshops will be used to guide the discussions. The objective of this Workshop is to provide key users with the skills and information necessary to make decisions and perform all system set-up tasks with relation to system security, reference codes, departments, locations, vendors, units, employees, products, inventory, scheduled jobs, warranties and items.

The goal for these meetings is to define and source at least 90% of the standard coding schemes and business practices required for system roll-out. Additionally, AssetWorks will conduct a detailed review of the System Module Flags and will guide FMD through decision-making process to insure that flags are set to support planned work-flows and processes. Some codes and flags will be set in the production database during the workshop. FMD resources will have the responsibility in the subsequent configuration tasks for developing and populating the codes defined, but not setup during the workshop.

Prerequisite: This session requires the installation of FleetFocus™, the configuration of the production database, completion of the Business Process Review. The customer must also provide a training room with workstations that can access FleetFocus™. AssetWorks recommends no more than two attendees per computer.

System Configuration

AssetWorks will advise the Project Team on how to setup and configure FleetFocus. FMD will take action items from the Key-User Workshop to finalize the definition of all relevant FleetFocus™ data elements and references and to use these definitions to configure the application. This configuration will build on the setup defined with FMD core team during the Key-User Workshop and will focus on setting system flags, setting up new codes, configuring code attributes and loading references.

Because FleetFocus™ enforces referential integrity at the database level; any electronic data conversion cannot be executed until all referenced data elements are loaded. The method used for loading the data will often depend on the number and type of records to be loaded, the availability of electronic sources to convert from, and the complexity of the reference. For many references, it is far easier to simply key in the code and required



description. Departments, Locations, Vendors, and Employees include a record copy feature to copy one configured record to a new record on the table, speeding the entry of these records.

The information to be loaded during the System Configuration includes:

Reference	Task Description
System Flags	The user must review and either accept the default setting or configure each System Flag to configure the application to match the functionality and business rules that support FMD fleet operations.
System Settings and Masks	System settings set base values used by the application to define locale, time zones, language settings and field masks for time, currency, and other field types. Translation tables can be updated to convert screen and report labels to match user terminology and local language settings.
Maintenance Codes	Configure codes used in the maintenance process, such as: reason codes, the components making up job codes, position codes, and service codes. FleetFocus™ is preloaded with the ATA VMRS coding scheme. These codes can be used as the point of departure for loading the maintenance or codes or the District can start loading from its current coding scheme.
General Reference Codes	Enter all of the references used to assign various codes, standard descriptions and system operation attributes to other objects in the application. These code tables must be populated before the data conversion can fully proceed. For most of these codes, the user only needs to enter a code and description.
Locations	Locations are physical sites that can provide maintenance, store parts, issue fuel, take delivery of new vehicles and serve as the home base for a unit.
Departments/Organizations	Departments are the organizational units assigned to units and represent the basis for all billing and cost accounting. Users also define parameters for performing maintenance directly to a department and creating department group security authorizations.
Vendors	Vendors represent external and internal organizations the provide products and services to the fleet organization. Basic vendor data can be loaded electronically and attributes such as vendor service codes and location preferences configured manually.
Employees	Employees are internal or contracted staff resources that charge time, issue parts, or operate vehicles. Administrative staff and other non-fleet employees, such as pool users, can also be maintained. Employee Groups are created for assigning job. Training courses and transcripts can also be created to track each employee's licenses, certifications and training. Employees could be maintained through an interface.
Asset Codes	The final set of reference codes to be entered is the Asset Codes. These codes are assigned to units to establish the unit's maintenance cycle and its technical specifications. In most cases the Maintenance Class Codes are created manually, but the Manufacturer/Makes/Models and the base Tech Spec information is loaded electronically from the unit data extract. The Tech Specs are then manually configured to assign additional attributes and reporting parameters to a unit.

AssetWorks will provide direction to FMD during the setup; with FMD having the primary responsibility for loading all data and verifying that all data has been entered or converted correctly. AssetWorks does offer a Jump Start code set that can be used to pre-populate some of the codes, such as Job Reason Codes, System Codes, and Category Codes.



FMD's deliverable for this task is complete documentation of FMD's definitions for all applicable FleetFocus™ data elements. This deliverable is a critical prerequisite to the development of the training material for the roll-out. AssetWorks will work with FMD to prepare this documentation. FMD must work through each of the reference and setup screens to insure that manually entered and electronically converted data are loaded correctly and to complete fields not loaded during the data loading or conversion.

System Security/Reference Review

After setup is completed, AssetWorks and FMD will review the converted and loaded reference codes to verify that all of the codes have been loaded and properly configured to support the conversion of part catalog, units, and other master records that will be loaded electronically. The pre-production data conversion of units, parts and other data records can begin as the necessary reference codes will be in place to allow the enforcement of referential integrity constraints to the converted data.

Deliverables System Setup Services

- Key-User Workshop
- Standard FleetFocus™ System Setup and Configuration Documentation
- System Security/Reference Review

FMD Responsibilities for System Setup

- Attendance and participation of Key-Users in the Key-User Workshops
- Entry, setup and/or configuration of System Flags, References and Codes
- Design and setup of User Security Roles
- Participation in the Security/Reference Review



M5-5.0 MCMS Data Conversion

AssetWorks has a standard Data Conversion process in place for AssetWorks clients to move from MCMS to M5. MCMS is AssetWorks' first fleet application. Although the FleetFocus™ M5 application and database structure is several generations removed from MCMS, many of the same MCMS developers were active in developing M5. Our intimate knowledge of the MCMS database structure insures that critical historic and reference information can be brought forward from MCMS to M5.

Key to the MCMS-M5 conversion process is the use of the XML scripts in conjunction with the M5 business components to load the MCMS data. This process insures that all business and referential integrity rules can be applied to the converted data and all related database fields populated.

In most typical conversions, the migration to a new fleet management system results in possible revisions of workflows and a translation of exiting data to conform to the new system or to provide the client with the ability to regroup their existing data to put it more in-line with business requirements. The MCMS to M5 conversion is no different.

Clients have an opportunity to translate key reference data if required through the use of cross-walk tables. Cross-walk tables are temporary tables that contain the old MCMS value and the corresponding new M5 value. During the conversion process where the old MCMS value is encountered, the new M5 value will be substituted. For example, this approach allows for units to be renumbered, locations renamed, and departments redefined.

Units and Unit History Conversion

Similar to MCMS, M5 contains a Unit record with specific information related to the unit. Most of the information contained in the Unit Description (table MCMTB067) table has a similar field in the M5 Unit Main (unit_dept_comp_main) table.

M5 has an unlimited number of "user defined" fields that can be created and customized by the client. Rather than define specific database fields as exists in MCMS for specification unit information, M5 allows a client to define their own field name (or item) and populate the value as required. For each unit, these user-defined fields can have specific values.

The use of user-defined items is common to most structures in M5 and provides the client with the ability to customize the data collected.

Units in M5 are not specifically designated as Power or Trailer or Lift or Reefer units through a "unit type" code but there are several ways to classify these vehicles as such if required. M5 contains 5 user-defined Class Codes and an Activity Code that a client can configure. Each Class Code and Activity Code has an underlying reference table for validation to enforce data integrity. These codes are included as sort and selection options on many of the base M5 reports and on-line query functions.

In addition, M5 contains a Technical Specification code that is used to identify specific configuration classifications of the asset (see discussions under the "Application Group"). The Technical Specification can also be used to segregate vehicles into different classifications.



Equipment History

MCMS captures equipment summary history cost and usage period information by a rolling operating-year (for 10 years) and life-to-date (LTD). These history costs are further broken down by system code. M5 tracks history costs and usage by a fiscal period, fiscal year and LTD. This is a decidedly different approach and will result through the conversion process with the MCMS LTD cost and usage information to be updated in M5 as the last period in the previous fiscal year. Because the operating year is specific by unit and any unit that has been operating for more than 10 years will have the cost and usage information for years 10 and beyond in the MCMS fields presenting the 10th year, the conversion of the operating years to fiscal year and period is difficult. The conversion will retain all MCMS LTD summary costs and the specific period costs for the past 12 or 13 periods.

Fuel History

The conversion of the MCMS Unit History will include LTD fuel issue quantity and cost as well as the previous 12 (or 13) periods. This information coupled with the conversion of the period usage amounts will provide for fuel performance reporting capabilities.

The standard MCMS conversion plan does not include the conversion of detailed fuel transaction history (table MCMTB097) but through mappings of required Client fueling data, this information could be converted to the M5 Unit Fuel Journal (f_unit_prod_chg) and the M5 Commercial Fuel Journal (f_comm_prod_chg).

Application Groups

Typically, the MCMS Application Group relates to the M5 Technical Specification (tech spec). Every vehicle or unit in M5 MUST have a Tech Spec. The Tech Spec in M5 is a structure used to group vehicles by year, manufacturer, make, model and engine/fuel type.

When a Tech Spec is assigned to an Unit record, that record immediately inherits multiple attributes that are linked to the Tech Spec and common to all assets in that group. FleetFocus uses the tech spec to also define the tasks, estimated labor and parts list required to complete any standard job; and to determine what products (fuel) that vehicle can be filled with. Including the fuel type will differentiate the requirements of doing a standard job for a diesel F350 versus one that runs on unleaded, as well as prevent unleaded fuel from being issued to a diesel engine truck.

The tech spec code is one that AssetWorks recommends have some intelligence built in so that knowing a vehicle's tech spec will identify the type of vehicle. In many of the conversions defined by AssetWorks, the typical structure of the 13-position tech spec would be as follows:

- Positions 1& 2 – last two digits of the model year
- Positions 3 – 5 – abbreviation of the make or manufacture of the vehicle
- Positions 6 – 10 – abbreviation of the model of the vehicle
- Positions 11&12 – M5 fuel product of the vehicle

An example of a tech spec for a 2002 Ford F150 XL that uses unleaded fuel ("UL" in this example) would be:
00FRDF150XUL

While this example is somewhat straight forward, the "XL" designation could be open for interpretation on whether the tech spec should be "00FRDF15XLUL" instead.



AssetWorks can offer as an option and additional cost, a VIN decode process to accurately identify each assets proper year, manufacturer, make, model and engine. This process requires FMD to extract each unit number and corresponding VIN (Serial Number) and pass that to AssetWorks in a delimited file. AssetWorks will submit the list to our VIN decode partner for processing and will return to FMD the decoded results.

Because the structure of the Application Group values for many MCMS clients do not specifically group vehicles by year, manufacturer, make, model and engine/fuel type, clients usually construct tech specs manually using an Excel spreadsheet. This technique has two major benefits:

- Allows a client to standardize manufacturer, make and model information
- Provides for a possible mapping algorithm such that the conversion process can determine how to associate an application group to a tech spec

The second benefit listed above, the mapping of an application group to a tech spec, also allows entries for unit products (f_unit_prod in M5) to be created with the appropriate unit number, last fuel meter and usage as well as the creation of unit warranty (unit_warr in M5) entries if the data is available in MCMS.

If an Excel spreadsheet representing the appropriate M5 tech specs is created, AssetWorks can load this data directly into the M5 Technical Specification (tech_spec) table.

The other related Application Group files, specifically the Unit Group Specification data can also be mapped to M5 with some assistance from the client. M5 has an unlimited number of “user defined” fields that can be created and customized by the client. Rather than define specific fields and their definitions as exists in MCMS for the specification information, M5 allows a client to define their own specific field name (or item) and populate the value as required. For instance, in the Unit Group Specification tables, each different “unit type” (P-Power, T-Trailer, R-Refer and L-Lift) for which specific data values are captured for predefined specification attributes are contained in separate MCMS tables.

In M5, these same specification attributes can be captured as tech spec items and associated to the proper tech spec. The significant difference in M5 is that the user can define what tech spec (or group of vehicles) that the item is associated with, the label of the field on the screen, whether the field is displayed or not and also whether there are a list of allowable values to validate the data. To assist in the conversion process, the client will need to define what values, if any, in the Unit Group Specifications should be converted to M5 and what the resulting M5 user-defined field should be used to hold the value.

Preventive Maintenance

The meter type information contained in the Unit Meter and Usage (table MCMTB068) information is typically not converted in a one-for-one field manner because of the M5 structure differences. The meter type attributes in M5 are defined by the Maintenance Class Codes (MCC). The MCC allows for grouping of assets by meter type, usage and standard job scheduling information.

During the initial M5 set-up, clients will create all their Maintenance Class Codes (with some direction by AssetWorks) and develop a mapping so that the conversion process can associate converted units with their MCC values. Once this is complete, the actual meter reading information contains in the MCMS data can be updated in the M5 Unit Main table and historical Meter Journal (meter_jnl) records created.

The MCMS Unit PM Management (table MCMTB069) information is converted to capture the last completed PM Job information to update the unit's standard job information in M5.



Parts Inventory

The basic difference between MCMS and M5 is that the key to the Part Master Catalog (Parts) is the part number and the manufacturer. This may cause an issue if the client has not used manufacturer part numbers in MCMS as the base part number value. In addition, as with many structures in M5, the client can create user-defined part items for storing data not found in the standard M5 Parts tables.

Parts are typically an area where clients spend time cleansing the data. M5 also contains a simple method for renaming parts because of the design of the part record. Specifically, each Part Master has an assigned part identifier that ties all part-related transactions together, like issue and order transactions. This part identifier is assigned at conversion or manual entry time and is not seen by the user.

Once the standard mapping has been approved by Client and any cross-walk tables implemented, the MCMS Parts Catalog information will be converted to M5. In addition, the MCMS Part Location information will also be converted to the corresponding M5 Inventory Location tables.

For cross-referencing, M5 contains a single table that houses all possible cross-reference numbers include superseded, interchange and vendor part numbers.

Part History

Through the conversion of the work order history, part issue transactions will be included. These transactions are included in the Work Order Detail process as M5 Work Order Part Charges (o_part_chg) and associated Part Journal (part_jnl) transaction detail.

Chart of Accounts

M5 does not have an internal Chart of Accounts as defined in MCMS. That does not mean that M5 cannot associate charges to accounts. M5 contains a very sophisticated, user-defined charge back (typically called billing) functionality that can associate charges to several accounts if required. The basic of this billing process is a Billing Code that defines what and how to bill and the Direct Account structure that represents the actual account values as typically defined in a client's corporate general ledger or financial system. The M5 Billing process will associate charges to the proper Direct Account values depending on the attribute definitions within the Billing Code structure.

In M5, each unit MUST have a Billing Code defined even if a client decides not to use this functionality. There is a system module flag (synonymous to a MCMS System Control Record Option) where a default billing code can be defined as the default for every unit added to the system.

During a conversion process, if the MCMS client is using the Chart of Accounts function, the account information could be converted to M5. Of particular importance would also be the configuration of Billing Codes in M5. These are typically entered manually since there are not any different ways that the charge back process would occur thus not requiring many Billing Codes in M5.

While M5 does have an excellent Billing process, balances by accounts are not kept in the same fashion as MCMS. A Billing Period History (bill_period_loc_hist) table maintains historical billing transactions complete with the associated account information.



Customers

Customer information is used in MCMS for billing/invoicing purposes. The main Customer file (CST000) contains the customer specific information such as demographic and mark-up information. There also exists a Customer History file (CST010) that contains the current fiscal year period and rolling 10-year charge information.

The similar M5 structure is called a Department (unit_dept_comp_main). Every unit in M5 MUST have both an owning and a using department. These can be the same value. The M5 department allows the system to designate who owns the vehicle and who uses the vehicle. Don't get too tied up in the term "Department". It just as easily could have been called an "Entity". In M5, departments can have an unlimited number of organizational hierarchy levels that define the reporting structure or hierarchy within a client's organization. This organizational hierarchy is just another way to report on the fleet by rolling it up through the hierarch levels.

In addition, M5 departments are typically the "place holders" for account information. It is common for all vehicles assigned to a specific department to have all their charges associated to the same GL account. This allows accounts to be defined at a department level and defaulted down to the units.

The objective of these data loading services is to process data from the applicable FMD sources and map the data into FleetFocus. AssetWorks will determine the necessary data required to make the system operational (e.g., asset data, current assignments and locations, etc.) and then identify, in conjunction with FMD staff, what data will be available from current systems, and what data FMD may have to develop or enter

FMD will provide a sample of the data as soon as possible. Using this sample, the team will define exactly what data will be loaded and define a mapping of data into FleetFocus. AssetWorks will help FMD finalize the data mapping and identify the specific sources for each data element the will be included in the actual conversion.

AssetWorks is assuming that no historical data will be converted. Only master records will be loaded electronically, particularly assets, parts, employees, departments, vendors and direct account codes - where such data is available electronically.

Work Order History

The standard work order history conversion process includes master records and summary level periodic historical data for each unit. Additionally, AssetWorks can copy data from several of the historical tables in MCMS to corresponding tables in the M5 database, allow report access to repair history. This repair history however is not integrated into the M5 work order history and would only contain data from MCMS up to the time of the conversion.

Customers that want more detailed data can consider a change-order to the proposed data conversion to incorporate MCMS repair history with the M5 work orders to create M5-structure work orders from the MCMS repair history. There is an additional cost and effort to perform this conversion that depends on the level of detail that the customer wants to bring over into the M5 work order. Work orders can be converted to one of three levels of detail:

1. **Work Order Level** – Creates a single work order record on the O_WO table and records the total labor hours and the total labor, part and commercial costs for the work order. The work order will have only one location and reason code associated with it. There is no corresponding job or transaction detail. This type of history will basically indicate when a work order was open/closed and what costs are linked to the



work order. Some details can be loaded as notes. This approach has limited repair analysis and reporting capabilities

2. **Job Level** – Creates an overall work order and individual job records for each task. Each task can be given a location and reason code, along with job standards and job level notes. Costs and labor hours will be summarized at the job and work order level. This approach allows for additional detail to indicate what was repaired in addition to the when and how much the repair cost. Labor hours and repair codes are available to support a high-level of repair analysis.
3. **Detail Transactions** – The option includes capturing the detail transactions that make up the work order, including: labor detail, part detail, and commercial repair detail. This option includes the highest level of detail for later analysis. Additional references may be required to support the details found on each record. In some cases, individual employees or part may be converted to generic conversion employees, part, or vendor numbers where the actual reference are no longer active. This can also be done to insert transaction details that are not to be linked to specific employees, vendors or parts.

If FMD elects to load some or all of its MCMS work order detail into FleetFocus, AssetWorks will assist FMD in developing a process to unload the information currently in the legacy application to XML files based on the level of detail FMD wishes to pursue. AssetWorks will create and run XML Template programs to open a work order; create jobs; charge labor, parts and commercial repairs; add notes; complete the jobs and work orders; and finally close the finished work order. These scripts will load each of the work orders through our components and simultaneously build the unit and work order history tables.

The advantage we have in using the components is the user can continue to create work orders in the current MCMS application up until M5 is placed in production. All we require is that all work orders be closed in the legacy application and new ones opened in M5. We can run a final work order conversion immediately following the switch to M5.

Data Loading Preparation

Once the data loading specifications are completed, AssetWorks will be responsible for populating FleetFocus™ with approved and “clean” FMD data. AssetWorks assumes that all FMD data files are formatted to facilitate uniform electronic loading. AssetWorks requires that FMD supply all loading data in text documents (flat file ASCII format) with necessary documentation.

AssetWorks will provide Microsoft Excel templates to assist in loading data into FleetFocus. AssetWorks will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus™ will not be loaded. Further, only data elements that can be entered on a FleetFocus™ screen are part of this loading.

FMD will provide the data in the properly formatted spreadsheets (per AssetWorks’ specification) for loading into FleetFocus.

AssetWorks makes the following assumptions about the data from the legacy FMD system(s):

- The data files for the asset, part, and other master records will be text-based flat files with one row of data per unique record.
- The data files for the summary cost history records will be text-based flat files with one row of data per entry.
- AssetWorks will use default values for any data element that FleetFocus™ requires that is not in the data file.
- FMD will provide each test data file and each production data file in exactly the same format.
- AssetWorks will not be responsible for “scrubbing” or “cleansing” legacy FMD data.



- AssetWorks will not source or manually enter any data.

Pre-production Data Loading

After AssetWorks and FMD have jointly documented the data mapping and data load process, AssetWorks will develop the scripts needed to load a pre-production database instance with FMD's data. AssetWorks will load the data based on the rules defined earlier in the project. The pre-production instance will be exported to FMD and imported into a pre-production test environment for review.

AssetWorks is assuming that only a single pre-production data conversion will be completed. Subsequent iterations or executions by AssetWorks of the pre-production conversion process will require a change order.

Validation of Loaded Data

FMD will be responsible for validating the loaded data. AssetWorks will assist FMD Project Manager in the validation process by conducting sample tests against the converted data. Additionally AssetWorks will supply FMD with a Referential Integrity Violation report that will identify any widowed and orphaned records where primary and/or foreign keys are not found on the related table. It will be up to FMD to correct the records, either by adding the missing keys or updating the reference. Once corrected, FMD can execute the conversion scripts again to reprocess the revised data.

AssetWorks will correct errors in AssetWorks provided conversion scripts that incorrectly load properly configured data and will execute those scripts. If FMD wishes to revise already converted data, a change order will be required for the additional effort needed to revise the scripts and execute the process again.

The corrected and finished preproduction environment will be preserved and become the basis for the production environment. AssetWorks suggests that during the implementation phase, FMD implement procedures to track changes to the converted data and begin making simultaneous changes to keep the production database in sync with the legacy system. This is necessary as records in FleetFocus will be assigned attributes and configured to support FleetFocus and these settings need to be retained or FMD.

Production Conversion

In the run-up to Go-Live, a series of production conversion scripts will be executed to load recent values such as meter readings, last PM date and other recent history variables that are used by the application.

Prior to go-live, AssetWorks will update via a conversion script certain dynamic attributes that are critical to the application functionality. The dynamic conversion scripts will update:

- Units – most recent meter readings, last pm dates, current book value, depreciation rate/terms, and operator.
- Parts – Stock status by location (non-stock, stock, or consignment) and for stock/consignment: bins, primary vendor id, on-hand quantity, inventory minimum/maximum reorder points.

FMD will be responsible for extracting the data, linked to the same primary key found in FleetFocus, into AssetWorks provided templates. AssetWorks will provide scripts to FMD to load these values into the prepped pre-production database just prior to Go-Live.



AssetWorks is assuming that production conversion will take place one-time for all locations and records. A phased rollout of locations or multiple executions of the conversion process by AssetWorks will require a change order.

Deliverables for Data Loading Services

- Data Element Mapping Document
- Data Template Specification and Instructions
- Data Templates
- Data Loading Scripts
- Loaded Data

FMD Responsibility for Data Loading Services

- Participation in the data mapping design discussions
- Review and acceptance of the Data Element Mapping Document
- Extraction and loading of data to Data Conversion Templates
- Importation of the converted databases into the M5 instances
- Timely review and validation of loaded data
- Documentation of data errors



M5-6.0 System Configuration

Application Workshop

AssetWorks will conduct Application Workshop sessions for FMD system administrators, core project team members and key system users in the various application functions (i.e.: Asset Management, Maintenance Management, Invoice Processing, Materials Management, Work Management, Time Entry, Reporting, etc.). The goal of these sessions is to familiarize FMD with application functionality and work-flows that the application can support.

The actual topics of this training will depend on the functionality to be used, but generally includes:

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

This training will be divided into separate sessions with each session covering a specific topic. The AssetWorks Project Manager will provide a training agenda agreed to by the Project Team that will detail the specific topics for each day of training. A typical agenda may include:

- Day 1 – Asset Management
- Day 2 – Maintenance Operations
- Day 3 – Inventory Management
- Day 4 – Billing, Batch Processes, Interfaces, and Standard Reporting
- Day 5 – Fuel Management, Advanced Functionality, and Review of Optional Modules

The Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Prerequisite: This session requires the completion of the FleetFocus™ configuration steps and the initial conversion process. Experience indicates that conducting this workshop with FMD's own data promotes an increased comprehension of the material. FMD must also provide a training room with workstations running FleetFocus™. AssetWorks recommends no more than two attendees per computer.

Work-Flow Design Workshop

AssetWorks will conduct a Work-Flow Design Workshop with the Core Project Team to outline the specific work-flow and user roles supporting FMD's implementation of FleetFocus™. AssetWorks recommends that key-users and stakeholders from each of the functional areas participate in the design workshop to bring practical experience to the process.



AssetWorks will utilize the FleetFocus™ Work-Flow Skills Matrix to assist FMD with outlining user roles that integrate those requirements into FleetFocus. The Work-Flow Skills Matrix will be used by FMD to develop custom user menus and to configure user security roles during the system setup and configuration phase.

After the Work-Flow Design Workshop, FMD will document the agreed upon work-flows and is responsible for develop corresponding Standard Operating Procedures. These documents will outline the various application work-flows and serve as the basis for all future end-user and roll-out training sessions.

Application Configuration

The final phase before go-live involves setting up various functions that support the planned workflows. Similar to the reference code configuration process, FMD's user will be responsible for updating FleetFocus™ directly.

The functionality that is configured will depend largely on those system functions identified during the Application and Work-Flow Workshop as integral to supporting FMD's business processes. Possible functions that must be configured include:

Functionality	Description
User Menus	FleetFocus™ is delivered with a standard menu giving access to all system functions. Using the Work-Flow Matrix, users setup custom menus for each user role with only those screens and reports each user role requires. Field Security Templates can also be used to further control visibility and access to individual screen fields.
User Roles and User Setup	FMD must define user roles and create application users in the system. User roles setup includes defining and assigning to each role Location Groups, Department Groups, KPI Groups, Role-Based Menus, Report Groups, Printers, and User Privileges. Each User must be assigned a role and configured for access to the application, external web services, mobile access, ad-hoc reporting, the Crystal Reports Server, and the user's homepage.
Asset Management	The user must load and configure a master record for every asset in the fleet, including fleet numbers, descriptions, codes, groupings, assignments, dates, meters, notes, accounting data, fuel products and items. Most of this information can be loaded electronically using the Standard Unit Template
Standard Job Schedules	Users define by maintenance class the schedule for each standard job. Job schedules can be setup by time, usage and/or fuel consumption.
Fuel Management	Users that plan to use a commercial fuel interface must setup product definitions, fuel location, and fuel card information. Customers that will use an interface to a third-party system or AssetWorks FuelFocus hardware must also configure tank types, tank and hose settings, and ICU configurations for each of the fuel locations. An initial inventory balance is received and fuel cards are created.
Unit Availability	This functionality allows users to setup a count of units to meet operational requirements by class of equipment and location. User defines the lines by location, the unit counts and count times.



Deliverable for System Configuration Task

- Application Workshop
- Work-Flow Design Workshop
- Application Configuration and User Guides
- Billing Configuration Workshop

FMD's Responsibility

- Provide facilities to conduct workshops.
- Participation in and feedback during Application and Work-Flow Workshops.
- Document and distribute designed work-flows.
- Develop standard operating procedures incorporating FleetFocus work-flows.
- Review AssetWorks' Setup and Configuration Documents.
- Make setup and configuration changes to base install of FleetFocus™ system.
- Provide all data for the configuration of the system.
- Setup and configure Menus, User Roles and Application Users
- Configure the application to support designed work-flows.
- Configure Billing Module.



M5-7.0 Application Readiness Review

A Readiness Review is used to verify FleetFocus™ in a controlled environment to ensure that the application is ready for deployment. For smaller operations this will serve as a pilot implementation before deploying the application in the shop and storeroom. The purposes of this review is to walk through the work-flow process and using a test environment verifying that the processes and system are functioning in accordance to the specifications for the tested function.

During this review, the focus will be on:

- **Data Loading/Conversions** – Was the legacy data correctly mapped and transformed into FleetFocus™? Are there missing data elements that have not been converted that are available from an electronic source, or that need to be manually loaded?
- **Application Configuration** – Has the application been configured correctly to support planned work flows and is the data processed according to the expected configuration? Are the user roles correctly defined and authorizations assigned to meet expected work flows?
- **Proposed Workflow** - Do the proposed workflows efficiently support real-life operations? Are the proper procedures in place to support the collection and entry of information?

A pre-production test environment will be established to test application settings and functionality in a controlled environment using FMD data and configuration settings. This approach assumes that all data entered will be test information and that the test environment will not be the system of record.

Prepare System Test Plan

AssetWorks will provide our standard System Test Plan that consists of the following primary functional and data validation tests. Additional testing items may be required based on FMD planned deployment of the application and its modules. FMD will modify the standard test plan to include any specific processes not addressed. AssetWorks will review and recommend methods to test the additional requirements

If enhancements or interfaces are required to support any of the planned work-flows, FMD will be responsible for testing these items following delivery and installation of the completed item in a patch or upgrade release. Enhancements or Interfaces will not be include in Test Plan; separate test scripts will be provided for each development item based on the item's specifications.

Readiness Review Workshop

The actual testing will be the responsibility of FMD with AssetWorks participating in a review of the results at the end of the task. FMD will be responsible for executing the test plan using sample FMD data. FMD will document for each item the data used during the test and the outcome of the test.

FMD, with AssetWorks support, will conduct the following workshops and functionality tests leading to the application acceptance:

System Admin Testing I

- Create New User, Assign to User Role
- Verify select User Role Location Groups
- Verify select User Role User Privileges



- Verify select User Role Menu and screen security controls
- Verify select User Role Report/KPI Groups
- Verify select User Role Department Access Functions (if used)

Test Asset Management Process

- Create a Tech Spec
- Create new Unit
- Assign Unit to Department/Operator
- Transfer Unit to Using Department
- Attach File to Unit
- Update Unit record
- Update Meter
- Dispose Unit

Test Work Request Process

- Review Standard Job MCC setup
- Execute Forecaster
- Review forecasted Work Requests
- Create an Incident/convert to WR
- Create manual Work Request
- Generate Campaign
- Generate Work Requests notifications
- View Work Request Query

Test Work Order Process

- Open Work Order
- Add Work Requests To WO
- Add New Jobs to WO
- Assign Jobs to Tech/Group
- Post Direct and Indirect Labor Transactions
 - Labor Wedge
 - Labor Time Sheet
- Post Part Transaction
 - Stock
 - Non-Stock
- Post Commercial Transaction
- Edit Labor/Part Transactions
- Test Warranty Alerts
- Enter Notes
- Attach Scanned Files
- Complete/Close Work Orders
- Generate Work Order Reports/Invoice
- View Unit History and Work Order History



Test Inventory Process

- Create Part Numbers
- Update Part Numbers
- Create Cross Reference
- Request Parts for Work Order/Unit
- Create/Approve Requisitions (if used)
- Generate Purchase Order (if used)
- Execute Automatic Reorder (Manual Reorder Only)
- Receive Parts – Manual, From PO (if used)
- Transfer Parts – Request, Transfer, Receive
- Issue Parts to: Work Order, Unit, Department, Account
 - Stock
 - Non-stock, Manual PO
- Adjust Part Quantity/Price
- Execute Physical Inventory for selected part numbers
- Print Bar Codes/Test bar coding
- View Part Journal

Test Fuel Management Process (tests will vary based on FuelFocus or fuel interface implementation)

- Issue Fuel Card to Unit
- Issue Fuel to Unit from Vendor manually
- Test Vendor/Internal Fuel Interface
- Review Fuel Island/Tank Configuration
- Receive Fuel to Tank
- Adjust Fuel Price/Tank Quantity
- Issue Fuel to Unit from Location/Tank/Hose
- Review Tank inventory level
- Review Unit/Product Issue History
- Review Unit Meter Journal

System Administration Testing II

- Execute key standard batch processes, including:
 - Forecaster,
 - End-of-Day,
 - End-of-Period,
 - Auto Requisitions and
 - Billing.
- Generate a sampling of standard reports including transaction journals used to verify processing of test data.
- Execute sample dashboards, verify results
- Test Interfaces, review rejected transactions as per specification and interface documentation

Additional Workshops maybe needed to test optional modules and advanced functionality such as: Motor Pool, Replacement Planning, Accident Management, Customer Portal, Shop Portal, Billing, Unit Availability, Notifications, Core Tracking, and Repeat Repairs. AssetWorks will provide test scripts for each of these modules as required.



FMD will be responsible for executing these test scripts in the same manner as those for the standard modules processes.

Where the results of the test did not meet expectations, these items will be reviewed with AssetWorks to determine if the data entered was invalid; if the application requires additional configuration; if the application must be reconfigured and if the failure was caused by a failure in the application code.

AssetWorks will consult with FMD on the best method for correcting the identifying issues. Issues discovered during this initial testing phase that are attributed to problems with the FleetFocus™ application will be documented as items in our FOCUS software management system and addressed by the development team. Any items requiring modification to the application code will be scheduled into a planned patch or release depending on the severity of the issue and its impact to FMD's ability to go-live.

Deliverable for Application Readiness/Testing Services

- AssetWorks Standard System Test Plan
- Readiness Review Workshops
- AssetWorks review of and response to issues documented during the Readiness Review

FMD's Responsibilities

- Approve the Test Plan
- Modify standard test scripts provided by AssetWorks as necessary in time for test execution
- Participate in Readiness Review Workshops
- Perform application testing
- Document test results
- Work with AssetWorks to remediate/resolve testing issues



M5-8.0 FleetFocus User Training Services

Develop Training Plan

The AssetWorks project team will develop and deliver a comprehensive, customized training program to provide FleetFocus™ training for various types of FMD users. The training will be role-based and will differ for trainees from the various organizational and functional areas. Each FMD trainee will have the basic skills in the overall use of FleetFocus™ and strong knowledge of how to use the application in his or her specific job function or area of expertise.

AssetWorks recommends a “train-the-trainer” approach for end-user training, whereby AssetWorks conducts the first sessions, and FMD trainers (core project members, designated trainers and key-users) conduct the subsequent sessions. This approach ensures that FMD has the expertise necessary for ongoing training and internal support after the implementation is complete.

All end-user training sessions are broken down by job function (mechanic, service writer, parts technician, asset clerk, etc.) and are based on the work-flows to be implemented; insuring training is targeted to the needs of the end-users.

AssetWorks will develop a training plan that describes training that will be delivered. AssetWorks will develop a plan that addresses the following topics:

- Role-based training sessions and list of topics that will be included.
- A schedule of training sessions by location.
- Assignment of AssetWorks and FMD resources to each training session.
- Samples of training media for each type of role described below (e.g., handouts, practice exercises, and screenshots with step-by-step instructions).

All courses will consist of a combination of classroom and hands-on instruction. Training will include classroom and hands-on instruction through the use of the actual application.

The duration of the end-user training sessions depends on the complexity of the work-flows and functionality to be implemented. AssetWorks recommends that FMD allot five to ten days to training users before production roll-out occurs at each location.

In addition to the core project team and designated trainers, AssetWorks recommends FMD identify at least one key-user at each location to attend the training. These individuals will be responsible for closely support the cut-over at their location by answering initial end user questions, and most importantly, implementing subsequent changes or alterations to the documented procedures at their location. After the initial training, FMD will provide all subsequent user training required in connection with new members entering the user community and on an ongoing basis.

Update Standard Training Materials

AssetWorks will consult with the FMD project team on preparing appropriate training companion documents based on examples provided by AssetWorks, which will serve as both an aid to the operational training and as an additional resource to consult during live operations. Existing AssetWorks training documents will serve as the basis for these manuals.



Once FMD approves the Training Plan, AssetWorks will provide a master electronic version of our standard training materials to FMD. Any training materials, including: presentation materials, user guides and training aides will be delivered to FMD as electronic media in Microsoft Word or Microsoft PowerPoint format.

AssetWorks will provide the following standard documentation:

- System Installation Guide - AssetWorks will provide documentation detailing the installation and upgrading of FleetFocus™ M5.
- System Administration Guide - AssetWorks has standard documentation instructing system administrators on managing and maintaining the application.
- Configuration Guides – Detail the setup and configuration of the application.
- Application User Manuals – AssetWorks has standard documentation for each application module that serves as standard user guides and are the basis for developing custom user documentation

FMD will be responsible for customizations to AssetWorks standard training manuals. FMD may tailor the training materials to reflect FMD terminology and to incorporate FMD specific work-flows developed during the design and configuration phases.

Customized training materials may cover work order functions; parts and labor posting functions; and other common FleetFocus features and transactions. The topics and work flows included in the roll-out training will be those finalized by FMD team during the system setup and follow-up tasks.

FMD is responsible for preparing and providing hard and electronic copies of training materials to all trainees.

System Administration Training Workshop

Following Application Training and the Work-Flow Design Workshops, AssetWorks will conduct a separate training workshop for the System Administrator(s). This one to two-day session will focus on the following:

- User Role and Application User Creation and Maintenance
- System Flag Setup and Maintenance
- Application Logging and Troubleshooting
- Batch Processing
- Interface Configuration and Processing
- Crystal Reports Server Maintenance and Troubleshooting
- Patch and Upgrade Installation

The System Administration training is typically a small group of users or a single user and can often be conducted at a workstation or in a small conference room. Following the training the System Administrator will have responsibility for setting up and configure Roles and Users.

User Training Workshops

AssetWorks will provide on-site training to FMD as described in the Training Plan in a classroom environment suitable for training. FMD will be responsible for providing and preparing the training facility and assigning FMD resources to the agreed upon training sessions.



User Training sessions are typically held as close to the Go-Live date as possible to insure that the users have an immediate opportunity to put their training to practice and retain as much training as possible. Training that incurs weeks before the go-live is often wasted as users typically don't retain the training a few days without practical reinforcement.

A single, enterprise-wide production go-live approach requires that all training be delivered in the week or two prior to go-live, with the majority of shop-floor training taking place in the days prior to go-live. This can be easily accomplished in operations that have fewer than four or five facilities, where users can be trained centrally or the trainer can easily travel between locations in the same day.

For larger organizations with multiple locations, particularly those with a large regional or national footprint, the training and go-live approach is often phased. In this approach, a primary facility, or a group of nearby facilities, is selected as the initial go-live location and training is provided to those users directly by AssetWorks with assistance from the FMD trainers. Following the training, these locations are brought live on the application with assistance from AssetWorks, and the training crew moves to another set of locations to train those locations. These subsequent training sessions will typically be led by the FMD trainers, unless the Training Plan and project budget includes AssetWorks providing additional user training support.

The End User training can occur in a classroom setting for certain user groups or actually on the shop floor for others. The FleetFocus™ Implementation Roll Out schedule must be defined so that each End User training session can be scheduled. FMD must also have FleetFocus™ executing in the shop environment. FMD should schedule End User training sessions so that every employee work shift is able to attend an appropriate training session. Any bar-coded code materials, code books or code boards should be ready and deployed.

AssetWorks strongly recommends FMD determine the end users who may require basic computer skills training and provide this training prior to the End User sessions.

The topics and work flows included in the training will be those finalized by FMD team during the system setup and follow-up tasks and described in the training plan. FMD should remain especially sensitive to necessary last-minute procedural changes or clarifications based on end user feedback.

Examples of session by role include:

Training Session	Functional Areas/Topics	Typical Duration	Typical Attendees
Asset Management	Unit and Component Setup Accounting/Billing Purchasing Disposal Licensing Assignment User-defined fields	4 – 8 hours depending on role	Asset Managers Accounting Clerical support
Shop Operations	Opening/closing work orders Work request management PM schedules/forecasting Work order history Shop reporting Labor capture	4 – 8 hours depending on role	Shop Supervisors Foreman Service Writers Clerical Support



Training Session	Functional Areas/Topics	Typical Duration	Typical Attendees
Shop-Floor	Updating Work Orders Labor capture Adding/Completing jobs Part Entry Unit repair history	2 – 4 hours depending on role	Mechanics
Part Operations	Part Catalog and cross references Part lookups, queries, and reporting Storeroom setup and maintenance Procurement procedures Stock Receipts, Issues, and Transfers Non-Stock Issues Returns and Adjustments Physical Inventory	4 – 8 hours depending on role	Parts Supervisors Parts Room Staff
Customer / Management	System Navigation Standard report generation and scheduling Look-ups and queries Motor Pool Reservations Meter Entry	2 – 4 hours depending on role	Fleet Customers Senior Management

Fleet User Training Services Deliverables

- Training Plan for trainers and end users.
- Training class schedule.
- Electronic, soft copy of standard training materials for trainers and end users.
- System Administration Training Workshop
- On-site training sessions for FMD trainers and key-users.
- Support End-user training sessions and schedule as identified in the Training Plan.

FMD's Responsibilities

- Review and accept the Training Plan within 5 days of delivery.
- Customize and distribute AssetWorks' standard application training documentation and user guides.
- Assign FMD staff to serve as FleetFocus End-User Trainers
- Provide facilities and computers for training.
- Assign and schedule users to attend End-User training sessions based on designated user role.
- Lead end-user training sessions as identified in the Training Plan and ensure that these sessions are effective such that end-user resources are proficient in the system.



M5-9.0 FleetFocus Production Deployment Support Services

The final task is the actual production roll-out for each location. This task requires the completion of End User training at FMD locations and the FleetFocus™ system to be “live”; that is FMD must have FleetFocus™ running in the shop environment.

Prepare for Cutover

AssetWorks will gather feedback and observations from the readiness review, user training and any testing to present a recommended plan for the extended roll-out of FleetFocus.

Depending on the organizations size and geographic disparity, Go-Live may be schedule to occur in a single, ‘Big Bang’ approach where FleetFocus is brought up live at all locations simultaneously, or Go-Live may occur in phases by region, district or operation depending on how locations and maintenance operations are organized.

AssetWorks will work with the FMD Project Manager to develop a roll-out schedule based on how the operations are organized and the roll-out approach that will be taken. The roll-out schedule will be directly linked to the training plan, as training will occur just prior to go-live.

Prior to the production deployment, AssetWorks will be onsite staging and preparing for the system roll-out/cutover. This time includes final site testing of hardware and system readiness and review of procedures with user personnel.

Production Go-Live

When FMD commences live operations using FleetFocus, AssetWorks will be on-site to “go live” assistance for FMD maintenance operations. The AssetWorks and FMD team will provide refresher training and help on the shop floors and offices to make sure the transition is as smooth as possible. AssetWorks will also work with the System Administrator and SME to provide first-level technical and application support and to troubleshoot any issues related to data integrity and application setup and configuration.

AssetWorks will document any issues that occur during the go-live, and where issues are related to the planned production deployment, provide follow-up support to the system administrators and implementers. Additional support, new development and items not part of the original production deployment plan will result in change orders for additional service days as required.

Deliverable for Production Deployment Support Services

- Live production environment and operations.

FMD’s Responsibility

- Identify operations issues and notify the AssetWorks.
- Identify ad-hoc training needs and notify the AssetWorks.
- Perform the cutover to deploy FleetFocus™ FMD end users.



WBS FF FuelFocus Implementation Work Plan

AssetWorks will deploy our FuelFocus automated fuel management system at FMD fuel sites. FuelFocus is fully integrated with the AssetWorks FleetFocus™ application and makes use of the base application and several modules that are already installed in any existing FleetFocus™ environment.

The FuelFocus application consists of the following primary components:

- **FuelFocus Software**– FleetFocus™ includes all of the software necessary to support the FuelFocus hardware. The FuelFocus functionality includes the ability to setup and configure fuel islands, including tanks and hoses; the ordering and receipt of bulk fuel deliveries; and the dispensing of fuel products to units.
- **Fuel Island Control Units** – The Island Controller Unit (ICU) are connected through the FMD network with a unique IP address and controls the dispensing of fuel by controlling the fuel pumps and hoses.
- **WAF Equipment** – Sites that are WAF Enabled which allows automated pump authorization and data collection will have a WAF antenna installed and vehicles will be equipped with Vehicle ID Boxes (VIB).
- **Fuel Card/Electronic Authorization Devices** – Magnetic stripe and/or RFID chip enabled cards/devices which are used to identify users and/or vehicles during the pump authorization process.

FF-1.0 FuelFocus Project Management

AssetWorks will assign a Project Manager to oversee the FuelFocus installation phase of the project. This may be the overall FMD Project Director or other authorized AssetWorks or subcontracted resource. The services provided will be similar to those project management services delivered during the Fleet deployments, including conducting schedule project status meetings, preparing regular project status reports, managing subcontractors, and preparing milestone and monthly billing.

The FuelFocus Project Manager will also have responsibility for preparing and managing the FuelFocus implementation schedule and for managing any subcontracted installations.

Hardware Procurement

AssetWorks will place the hardware order based on the agreed models and quantities as outlined in a separate FuelFocus order summary detailed by location.

AssetWorks will order the FuelFocus hardware identified in the contract, for delivery to the appropriate site.

AssetWorks, FMD and the Installer will develop a schedule for delivery to FMD and pickup by the Installer prior to each location installation. Delivery to FMD will occur no later than 10 business days prior to the planned installation date.

FMD will have the responsibility for receiving the delivery, and storing the hardware until it is released to the Installer. Any hardware that is missing from a delivery or is damaged in transport will be reported to AssetWorks with 48 hours of the receipt of the product. AssetWorks will coordinate any return shipping. AssetWorks will invoice for the hardware upon receipt by FMD.

AssetWorks FuelFocus Project Management Deliverables

- FuelFocus Project Implementation Plan
- Regularly scheduled Project Status Meetings



- Maintain Project Issues Log
- Order and deliver the FuelFocus™ Hardware

FMD Responsibilities

- Participate in regularly scheduled Project Status Meetings
- Communicate known issues to the Project Manager
- Provide AssetWorks with complete list of fuel sites and hose configurations prior to ordering
- Provide AssetWorks with a number of vehicle ID boxes by communication protocol prior to ordering
- Receive and store FuelFocus hardware prior to installation



FF-2.0 FuelFocus Software Implementation

The FuelFocus software will be installed during the FleetFocus™ installation and is included in the base FleetFocus™ application. FMD, with guidance from AssetWorks, will have responsibility for setting up and configuring the FuelFocus module and related functionality to support the FuelFocus implementation.

FuelFocus Administrator Training

AssetWorks will provide Key-User training on the set-up and configuration of the data elements required to place the fuel system in operation and will provide training as to the use and operation of the system. Training sessions will be conducted on-site and/or remotely via WebEx depending on the subject, time required and resource availability. When training is on-site, training will be provided in a classroom environment with a workstation for each attendee.

The following items are covered during the Key-User session:

- Product definition
- Product pricing and markups
- Define Tanks Types, Tanks, and Hoses
- Setting up the Fuel Locations tanks and hoses
- Ordering and receiving fuel
- Issuing and maintaining fuel cards
- Configuring unit product types and capacity
- Configure daily transaction limits
- Tank Level Reconciliation and Adjustments
- Entry of Hose Totalizer Readings

AssetWorks will review how to configure the application and the functionality of the FuelFocus and related FleetFocus™ modules during the FuelFocus Administrator Training. Several samples of various configuration record types will be setup as examples.

FuelFocus Module Configuration

Following the FuelFocus Administration/Key-User training FMD will have the responsibility of configuring the FuelFocus software in preparation for the installation of the fuel island controllers. Among the tasks to be completed by FMD include:

- Setting existing Locations to be Fuel Sites and adding additional fuel locations as necessary.
- Defining Tanks, Pumps, Hoses, and Island Control Units.
- Configuring Tech Specs to identify authorized Products, capacity and fueling limits.
- Card Assignments to existing Equipment and Employees, adding additional employees as necessary
- Product set-up and assignments to existing Equipment and Employees, adding additional products as necessary

FMD will be responsible for setting and configuring the fuel island locations, tanks and hoses to support the dispensing of fuel. Depending on the legacy system that is currently deployed, a data conversion process may be



used to setup and populate the fuel database tables. If a conversion process cannot be used, FMD will be responsible for manually configuring the fuel setup.

AssetWorks will provide consulting support during this phase, describing best-practices for configuration and answering questions related to system setup and entry. All data entry and configuration will be completed by FMD.

FuelFocus User Training

FMD will be responsible for training end-users in the use of the FuelFocus application. FuelFocus user training should include:

- Product ordering;
- Receiving products;
- Pricing products;
- Issuing fuel via the ICU;
- ICU monitoring; and
- Viewing and editing fuel transactions.

The topics and work flows included in the training will be those finalized by the FMD team during the system setup. AssetWorks will conduct a Webex based FuelFocus End-User Trainer training session for FMD trainers. AssetWorks will be available remotely to provide consulting and technical support during the user training sessions.

AssetWorks will provide its standard FuelFocus training materials; and plan and schedule for the FuelFocus user training. AssetWorks will provide a master electronic version for the FMD Project Manager. FMD will produce and provide copies (across all roles) of the final training materials for use during the training sessions. FMD will be authorized to reproduce and use any training materials for ongoing training within FMD Training materials.

FuelFocus Deliverables

- Installed FuelFocus™ Software (including with the FleetFocus™ Application)
- FuelFocus™ Administration Training Workshop
- FuelFocus™ End User Trainer Workshop
- Standard FuelFocus™ training materials and user guides.
- Consulting support during FuelFocus module configuration.

FMD Responsibilities

- Attend FuelFocus™ Administration Workshop.
- Designate FuelFocus™ End-User Trainers and attend End-User Training Workshop
- Update standard FuelFocus™ training materials and user guides.
- Configure FuelFocus™ Module to setup Products and Fuel Islands.
- Configure fuel cards, units and tech specs to receive fuel.
- Conduct end-user training



FF-3.0 FuelFocus Site Readiness

AssetWorks is assuming that each location will be "FMS Ready" and prepared for the installation of the FuelFocus hardware before an AssetWorks Fuel Technician arrives at the site to begin installation.

The following represents a checklist of items that need to be performed to comply with "FMS Ready".

- 1) Have an electrical contractor mount the FMS System pedestals and fasten to concrete.
- 2) Conduit Requirements - Have electrician run a conduit from the master dispensers to pedestal as needed. Our electrical requirements to each FMS Controller are as follows:
 - a) We will need dedicated power from a circuit breaker panel to each FMS Controller. The power for each FMS Controller can be pulled off one circuit breaker.
 - b) We will need a dedicated conduit back to the building from each FMS Controller for communication wiring unless RF LAN connectivity will be used. These may be looped also. Please note that a maximum cable length for CAT5 is 300 feet.
 - c) We will need one conduit from the pedestal to be terminated in the dispenser electrical junction box.
 - d) We will either need:
 - i) A second conduit from the pedestal to the pulsar junction box in the dispenser, or
 - ii) The pulsar junction box in the dispenser piped over to the electrical junction box in the dispenser
 - e) (For Transit Lanes only) Mount Banner sensor in each fuel lane and run conduit from sensor to respective FMS Controller.
- 3) Cable Requirements - Have electrician pull the following cables - leaving at least three feet extra to extend above the top of the pedestal and as much as possible to fit in the electrical junction box within the dispensers: The items lettered below correspond with the same letter of the conduit above.
 - a) Three 14AWG minimum THHN gas/oil resistant wires for power, neutral, ground to each FMS Controller from breaker panel. Terminate at panel, wire nut FMS System ends and mark breaker. Lock breaker in off position
 - b) Pull whatever cable is appropriate based on client demands and location parameters to ensure a reliable TCP/IP Ethernet connectivity at the fuel island to each Island Control Unit. This may be a CAT5 cable, fiber optics or RF Ethernet connectivity. If the TLS Interface option is chosen, there are two methods of connecting the Veeder Root console to FuelFocus. The first method is via a RS232 card installed in the Veeder Root (client responsibility). While this is a less expensive option – RS232 is only rated to communicate effectively if the distance between the Veeder Root and the nearest FuelFocus Controller does not exceed fifty (50) feet. If RS232 is used, a four conductor shielded cable must be installed between the two. Veeder Root connectivity can also be achieved via TCP/IP as an option. This method requires the installation of an Ethernet card in the Veeder Root console, and then a CAT5 network connection run from the client's network to the Veeder Root – keeping in mind CAT5 distance limitations shown above. Procurement, installation, and configuration and programming of either method are the client responsibility.
 - c) Pull four 14AWG minimum THHN gas/oil resistant wires to each pump/dispenser (eight if it is a two hose pump/dispenser) electrical junction box for control wiring. One of these wires should be white for neutral. Dispenser must be able to have handle wired hot at all times when using WAF technology and solenoid will be used for system control.
 - d) Pull a four conductor 22AWG minimum shielded cable to the dispenser for pulsar communication. Please consult with an AssetWorks technician if these distances exceed three hundred (300) feet.
 - e) (For Transit Lanes only) Pull included cable for Banner Sensor through conduit. Extend length if needed.
- 4) Call AssetWorks to schedule a date for final terminations when all of the above is done.



Note - all wiring and conduits described above are what is needed for FMS System control only. This document assumes the station and dispensers to be wired already.

FuelFocus Site Readiness Workshop

AssetWorks will hold a one day FuelFocus Site Readiness Workshop for training FMD Fleet and Facilities employees that will be responsible for preparing the FuelFocus sites to review the install requirements and process. During this workshop we will review the FuelFocus Ready assumptions and answer any technical questions regarding the mounting, power supply and network connectivity needed for the FuelFocus controllers.

FuelFocus Site Preparation

Following the Site Readiness Workshop, FMD will prepare each site for the installation of the FuelFocus fuel island controllers. The site readiness will occur while the fuel hardware is being assembled and delivered and should be completed when the hardware is schedule for delivery to the site.

The fuel site preparation may include construction services to prepare the location to mount the FuelFocus enclosures, electrical services to provide power to the FuelFocus controller and box; and network services to install network connectivity to the FuelFocus controller. The FMD will have primary responsibility for coordinating and delivering these services either with its own resources or through subcontractors.

AssetWorks Fuel Site Preparation Deliverables

- "FMS Ready" site requirements
- Fuel Site Preparation Workshop

FMD Responsibilities

- Prepare each fuel site for installation including mounting, electrical power and LAN connection in accordance with the 'FMS Ready' requirements.



FF-4.0 FuelFocus Fuel Site Hardware Installation

FMD has the option of having AssetWorks, and its subcontractors, install some or all of the FuelFocus hardware, or FMD can be responsible for the installations.

When AssetWorks is responsible for the installation, an AssetWorks Fuel Technician, or an authorized AssetWorks installation subcontractor will complete the installation of the Fuel Island Controllers, and/or Vehicle ID boxes as described below.

Should FMD elect to complete the installations FMD, or its subcontractors, will have responsibility for the installations and must complete tasks as described below to bring each fuel location on-line.

AssetWorks ICU Installation Training

If FMD elects to self-install, AssetWorks will hold training sessions for FMD installers to teach them how to install and connect the ICU. During the training AssetWorks will install ICUs at up to two (2) Pilot sites. AssetWorks will walkthrough each installation with the FMD installers, increasing the responsibility with each installation to transfer the knowledge to allow them to carry-out the remaining installations.

If AssetWorks will be responsible for the installations, FMD will be invited to shadow AssetWorks during the installations to learn how the units are installed.

FuelFocus Installation

The FuelFocus application requires an active production database that has properly configured FuelFocus functionality before the ICU can be deployed. ICU deployment can begin once the setup and configuration of the FuelFocus functionality, including the setup of the fuel products; and each fuel location, its tanks and hoses has been completed.

Installation of the FuelFocus Island Controllers will occur over a multi-week period based on the number of sites to be installed. Each installation takes about one to two days to complete. AssetWorks will prepare an installation plan for all sites that minimizes travel and assures that all FuelFocus hardware installations are completed before the scheduled go-live at each location.

Immediately prior to the site installations, AssetWorks will review the hardware installation and site preparation with FMD to confirm proper connectivity and operation. This review will take place on-site with the FMD project team or its designees. The review will ensure that everything is in proper working order and that the site is ready to proceed with the installation of the FuelFocus controller and key-box.

If the site is determined to be not ready for installation, FMD will take the remedial actions necessary to prepare the site for the installation. FMD will provide AssetWorks with an estimated completion date for the needed work. If the actions needed require more than 24 hours to complete, AssetWorks will reschedule the installation at a later date. AssetWorks will bill for any on-site time waiting for the site to be prepared.

After the Site is accepted, the site conversions will begin based upon the agreed upon schedule. A site conversion can generally be accomplished in one to two days provided that the tested network connection supplied by the FMD is available without delay. All reasonable efforts are made to minimize downtime. The following steps represent a site conversion:



1. Arrive at location and barricade Fuel Island from use.
2. Call the FMD representative to download existing ICU to extract all data
3. Disconnect and lockout all power to fuel island as needed for a safe conversion
4. AssetWorks will mark all wiring to existing systems and disconnect.
5. FMD will remove existing pedestal and replace with new pedestal
6. Install fuel controller head and do final terminations of all wiring.
7. Program IP address and start up unit
8. Test system in bypass locally
9. Activate the ICU in FuelFocus application.

Fuel Site Remote Activation

In conjunction with the installation, whether completed by AssetWorks or its subcontractors, or the FMD or its subcontractors, an AssetWorks Fuel Engineer will provide remote assistance with activating the FuelFocus Island Controller. This remote assistance needs to be scheduled ahead of time and a schedule agreed upon prior to roll out. Once the controller is wired and installed, the activation of the pump will require the local Installer to contact AssetWorks Fuel Engineer to assist with the activation and testing of the pump.

For each site AssetWorks and the Installer will:

1. Test system with transactions back to host
2. With a the FMD representative present, execute a test transaction per hose as acceptance criteria for a fully operational system
3. Concurrently with the FuelFocus Island Controller installation, the successful completion of transactions and the verification of the transaction in the FleetFocus™ database will certify the ICU as installed and live.

AssetWorks will consider the first successful ICU test results proof that AssetWorks has delivered FuelFocus™ software to the FMD subject to the Software License Agreement.

If FMD requests that AssetWorks manage the installation of additional fuel sites beyond the Pilot, the same requirements, responsibilities and actions outline above will apply.

AssetWorks FuelFocus Fuel Site Installation Deliverables

- Installation and configuration of the Island Control Units, assumes "FMS Ready".
- FuelFocus™ ICU Remote Activation
- If WAF is deployed, installation of the WAF antenna. .

FMD Responsibilities

- Provide update Site list with number and size of required ICU for each site
- Prepare each FuelFocus™ site for installation including mounting, electrical power and LAN connection
- Provide IP Address for each FuelFocus™ ICU unit.



FF-5.0 FuelFocus Vehicle Information Box Installation

The installation of Vehicle Information Boxes (VIB) can be completed by FMD and/or AssetWorks.

FMD Vehicle Information Box Installation

If FMD elects to install the VIB units by themselves, or their own subcontractor, AssetWorks will provide up to eight hours of training in the installation, calibration and troubleshooting of the vehicle information boxes (VIB). The trainer will instruct FMD trainees or subcontractors in the proper installation techniques for the VIB, fuel filler rings and antenna. AssetWorks will also instruct the trainers in the configuration and setup of the VIB units. During the training, AssetWorks will identify potential installation hazards that could cause interference or otherwise impair the operation of the VIB's.

AssetWorks will conduct the initial installations with the trainees observing and during the course of the training session will transition installation responsibilities to the trainees, with AssetWorks observing and providing guidance. FMD will be responsible for scheduling and completing the remaining vehicle installations.

AssetWorks Vehicle Information Box Installation

AssetWorks, and its designated subcontractors, will be responsible for installing Vehicle Installation Boxes in FMD units. FMD will provide AssetWorks, and its subcontractors, weather protected location(s) with a power supply for the installation. FMD will also be responsible for delivering units to the installation location(s) and insuring that enough units are supplied to meet the daily installation targets.

AssetWorks will work with FMD to develop a schedule for the VIB installation that will expect a certain target volume of units delivered each day for installation based on the number of crews assigned and the overall count of units to be installed at the location. Where installations will be completed at multiple locations, the installation schedule will be constructed to complete all units based at the location to minimize crew time at the site. AssetWorks will submit the schedule to FMD for their review and acceptance.

Once accepted and the installations began, AssetWorks will submit a daily production log identifying the units that were installed and the overall production planned installation target and the actual count of installed units. AssetWorks will notify FMD if the scheduled rate of units needed to sustain the installation plan is insufficient to meet installation targets. If the delivery of units are delayed by FMD due to unforeseen circumstances, or FMD fails to meet the installation targets, the installation plan will be extended to accommodate the remaining units to be installed. If delays in the installation plan are not AssetWorks fault, FMD will be responsible for the additional travel and accommodation costs associated with the extended time on-site to complete the installations.

During the installation process AssetWorks will provide up to eight hours of training to FMD technicians in the installation, calibration and troubleshooting of the vehicle information boxes (VIB). The goal of this training is to familiarize FMD staff with the installation process so that they can complete installations and calibrate of future units after the initial deployment. AssetWorks will instruct trainees in the proper installation techniques and identify potential installation hazards that could cause interference or otherwise impair the operation of the VIB's.

AssetWorks FuelFocus VIB Installation Deliverables

- Training on Vehicle ID Box (VIB) and antenna installation.
- VIB Installation Plan and Schedule.
- VIB Installation and configuration.



FMD Responsibilities

- Review and accept the Vehicle ID Box installation plan.
- Delivery vehicles according to VIB installation plan.
- Provide a weather-protected location with power supply for the installation of VIB devices.
- Install and configure Vehicle ID Boxes (if self-installed).

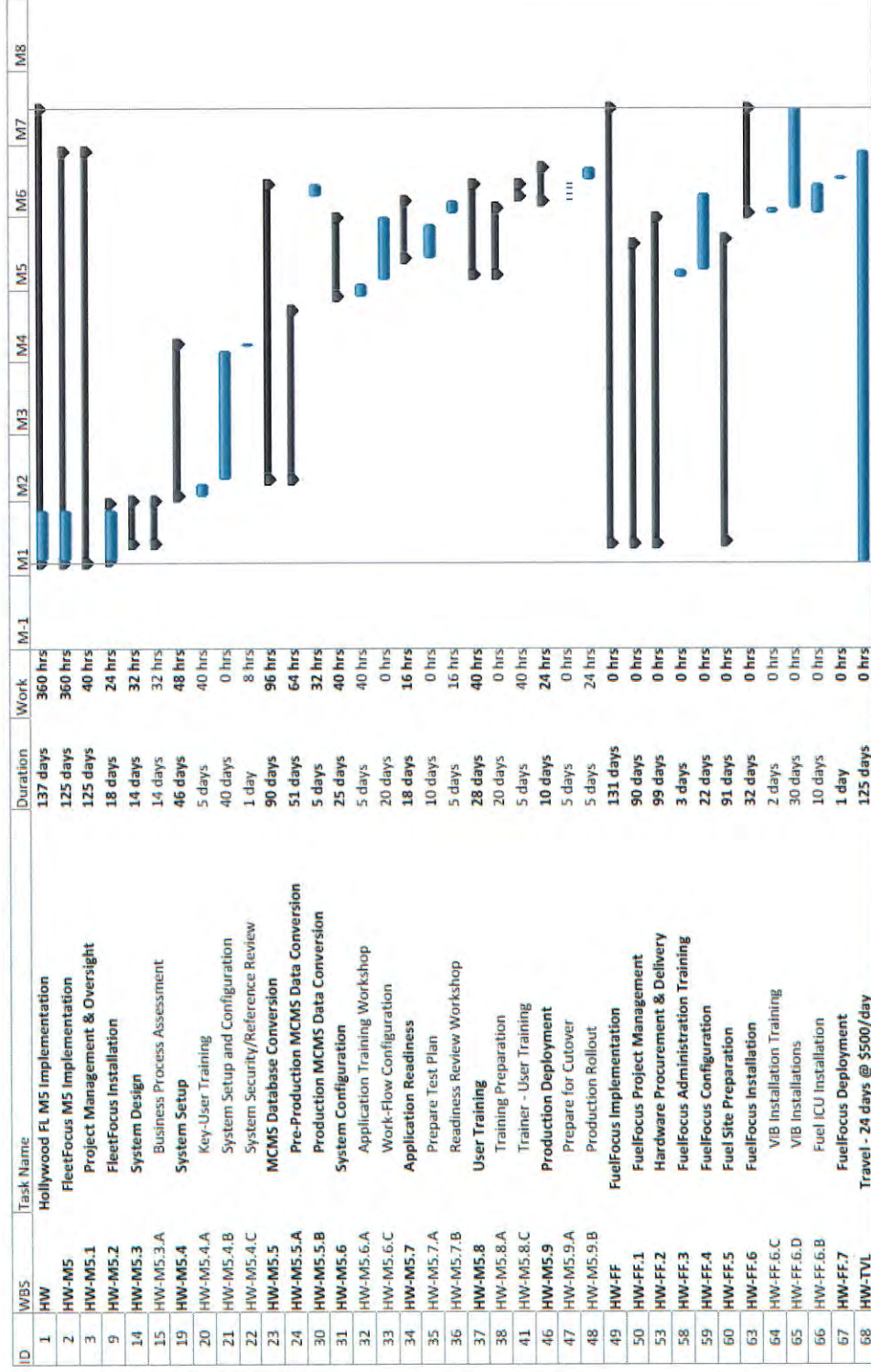
FuelFocus Assumptions

1. This Statement of Work is based on site being "FMS Ready". FMS Ready means that all FMS System pedestals will be mounted to the appropriate location. All conduits will be connected between the FuelFocus Controllers and pumps, junction boxes and breaker panels. Assumes all dispensers have pulsars and are fuel system compatible. All wires will be pulled and left disconnected at each end. See full FMS Ready description below.
2. Does not include permits, permit fees or site as built drawings.
3. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
4. Warranty is one (1) year parts with telephone help desk support. Extended warranty plans are available for subsequent years. Warranty expires at 12 months from date of install or 15 months from date of shipment, whichever comes first.
5. Client must have a tested network connection at the fuel island. This connection needs to be able to ping the FleetFocus™ Server successfully. Delay of this connectivity could result in additional time being added to contract.



Proposed Timeline

The following graph depicts the proposed timeline for this project. Please see the complete Microsoft Project document for a complete project plan. All tasks described herein assume the durations and timelines represented below. A change to the schedule may result in a change to the implementation costs.

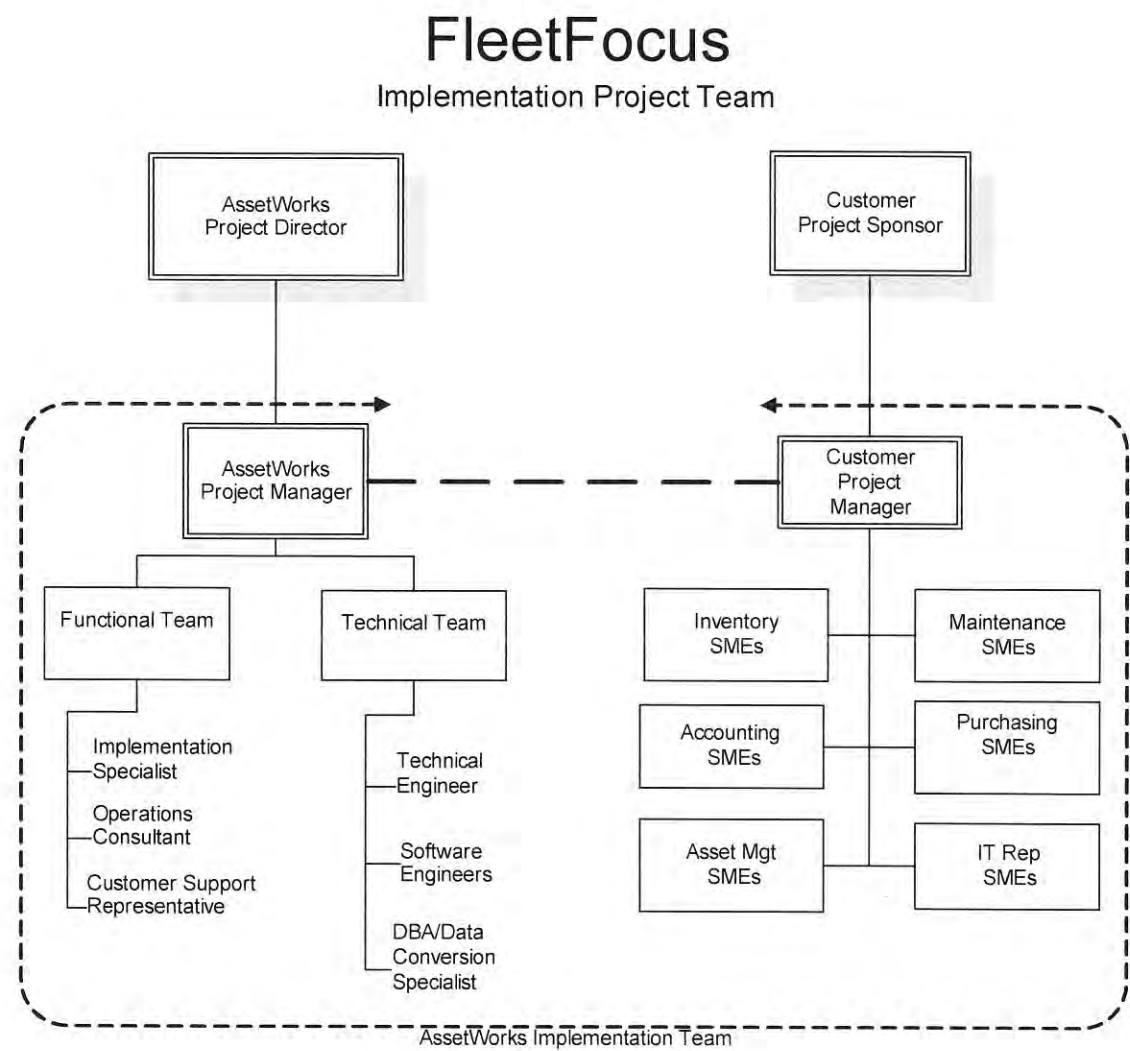


Project Organization

AssetWorks Project Team

The AssetWorks project team is a team of highly experienced AssetWorks staff who has been "field hardened" in fleet operations and real implementations. Many AssetWorks senior managers have been with the company since 1979. Most of the AssetWorks Professional Services employees have fleet operations backgrounds as Fleet Managers, Shop Supervisors, Mechanics, and Inventory Managers. This real world experience is invaluable in helping our clients implement the application and our ability to understand their needs.

The proposed project team will consist of the following key positions from both organizations:



Project Director

The AssetWorks Project Director will have the ultimate responsibility for the success of FMD's implementation. The Project Director reports to the Program Manager and will have direct oversight over the Project Manager and day-to-day operations. The Project Manager will oversee the AssetWorks Project Team, including the on-site implementation team and the AssetWorks development and support resources. The Project Director will also review and approve all project billing and is available to meet periodically with FMD's executive team to review the project status, discuss challenges facing the project, and identify opportunities to advance the project. The Project Director will also be the first to handle any issue escalations, with backup from the Program Manager. The Program Manager has sole responsibility within AssetWorks for accepting all contract change orders.

Project Manager

Every AssetWorks software implementation will have a dedicated Project Manager that is assigned to the project from start to finish. The AssetWorks Project Manager is the principal AssetWorks contact, and has day-to-day responsibility for the successful completion of the project and will report to the Project Director. The Project Manager is responsible for directing the day-to-day activities of the project and managing the rest of the project team. The Project Manager is responsible for coordinating resources and activities to ensure that the project is completed successfully and on schedule. The Project Manager is also the primary point of contact for the customer.

Project management activities include:

- Develop Program Implementation Schedule
- Coordinate all internal resources necessary for project implementation.
- Monitor quality of performance in design, coding, testing, training and implementation efforts.
- Support project team inquiries and direct AssetWorks support group efforts as necessary.
- Provide regular Management Update Reports.

Implementation Specialists

Implementation Specialists are responsible for executing the training plan developed jointly by FMD and the AssetWorks project manager and for assisting FMD with setting up and configuring the application. The Implementation Specialists will also assist with the Business Process Review, the work-flow analysis and design, and developing any custom documentation. In smaller implementations such as this, the Project Manager may also serve as the Implementation Consultant and conduct all training sessions.

Prior to any involvement with FMD, the Implementation Specialists will be apprised of any decisions between the Project Manager and FMD. This information is critical for them to understand what information should be presented and whether there are any topics that should be avoided related to functionality that the customer will not be implementing.

During any training or configuration session, the Implementation Consultant will keep a log of all pertinent questions that may indicate changes in the direction of the implementation or possible issues. Once a training session is complete, the Implementation Consultant will discuss with the AssetWorks Project Manager the results and any issues that may have occurred. Because the Implementation Consultant typically meets with a larger number of customer personnel, it is important that functionality decisions made outside of any training session be made known to them.



After initial sessions with the customer, it is typical for the customer to contact the Implementation Consultant for either questions or advice on functionality. The Implementation Consultant will communicate back to the AssetWorks Project Manager any and all discussions.

Operations Consultants

For some projects AssetWorks may assign internal Fleet Operations Consultants or contract with independent Operations Consultants to assist with the implementation. Operations Consultants are all experienced fleet management and technical professionals that work independently or are associated with an AssetWorks business partner, who have been trained and certified by AssetWorks to provide project implementation services.

Operations Consultants are principally used to support tasks that require a large number of on-site personnel for a limited duration or when a client requires dedicated support resources for an extended period. Also Operation Consultants may be assigned to directly manage selected project tasks where a client's project budget dictates a more economical resource.

Tasks that may be assigned to an Operations Consultant include: data collection and data entry; operations reviews; configuration assistance; documentation development; user training; and site roll-outs. Operations Consultants report directly to the Project Manager.

Technical Engineer

The AssetWorks Technical Engineer is responsible for the initial installation of the system at the customer site. Activities include, loading the test, training and production databases; configuring application server; installing client workstation software; initial operational system test; and providing technical software installation training to the customer's technical representative.

Software Engineers

Software Engineers are assigned as needed to the project to complete any system modifications, interface programming, and developing custom reports. The Software Engineers work under the direction of the Project Manager and the Director of Technical Services.

Data Conversion Specialist

The Data Conversion Specialist is responsible for completing much of the data conversion. Duties include assisting with developing the data conversion plan, writing the conversion scripts and executing the data conversion.

Recommended FMD Project Team

To best facilitate the implementation, AssetWorks assumes FMD will adequately staff the project with sufficient resources to support the project's successful completion and that all appropriate resources will be committed to the project as of the project start date.

AssetWorks recommends that FMD resources include:

Executive Steering Committee

The role of the Executive Steering Committee will be to participate in setting the goals and scope of the project and to participate in periodic status meetings with the Project Team. The Steering Committee will provide general project oversight and guidance to the Project Team relative to the organizations overall goals and objectives.



Project Manager

This is the point person within FMD who can address specific project issues and serve as the main point of communication between AssetWorks and FMD.

Operations Workgroup

A small group of experienced stakeholders from FMD that can come together to define what functionality FleetFocus™ is to provide; determine what information is to be gathered and how it is to be collected; define the standards for setting up codes and other corporate references, and for developing the standard work-flows to rolled-out to each location. A typical customer project team consists of personnel from the following job classifications, although in smaller implementation one individual may represent multiple areas:

- Shop supervisor/foreman
- Acquisitions/Procurement Specialist
- Parts storeroom supervisor/specialist
- Accounting / Billing Specialist
- System Administrator
- Training Specialist
- Technical Specialist

It is important that this team remain intact throughout the entire implementation and should attend each training session to obtain a consistent representation during all project tasks.

Technical Support

FleetFocus™ is easy to install and easy to maintain, since the installation is done once on the server. The following technical resources are recommended:

- **Application Specialist** – This required resource must be familiar with Windows IIS-based web applications and VB and .Net components. During the installation, they will assist with the creation and configuration of the applications web site. After the installation they will be responsible for applying application upgrades, installing new releases, and maintaining the overall FleetFocus™ application. This resource will serve as the principal technical resource supporting the FleetFocus™ application and will be AssetWorks' primary technical contact.
- **Database Administrator** - Required for assisting with the installation of FleetFocus™ and configuring the initial application database instances. After installation, the DBA will perform regular database backups, apply database upgrades, and periodically run table maintenance scripts. The DBA will also be called upon to import tables and records during the data conversion process.
- **Network Engineer** – A resource familiar with Windows TCIP networking and security is required at the start of the implementation to assist with configuring the servers, connecting the servers to the network, and managing firewall settings. This resource may also be needed to establish and maintain network connectivity to user workstations. After installation these resources may be called upon to handle network and security issues related to FleetFocus™ and user workstations.
- **PC Specialist** – This resource maybe needed to install and upgrade Windows and IE on user workstations.



Training Facilities

AssetWorks will provide on-site training in a classroom environment suitable for training. FMD will be responsible for providing and preparing the training facility. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop

Logistical and Scheduling Support

AssetWorks will need assistance from FMD to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.



Assumptions

The following general assumptions apply to this proposed Statement of Work between AssetWorks, INC (AssetWorks) and City of Hollywood, FL Fleet Management Division (FMD):

General

1. Professional services will be provided on a fixed cost basis. The actual hours delivered may be less than or greater than the estimated hours, however AssetWorks will only bill the agreed upon fixed amount. All professional services delivered will be invoiced at the beginning of each month following their delivery or upon previously agreed upon milestones.
2. Only those optional modules identified in the accompanying license agreement are to be implemented and are included in this Statement of Work.
3. Optional modules purchased after implementation has begun will require a change order or separate statement of work for services related to installation, configuration and training.
4. This Statement of Work does not include any costs associated with third party vendors or software that may be needed to complete the implementation.
5. AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FASuite, MCMS, M4 and FleetFocus™. Use of the products is subject to the Software License Agreement.

City of Hollywood, FL Fleet Management Division Resources

6. FMD will provide the resources described in this Statement of Work to insure a successful implementation of the products.
7. FMD will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
8. All key FMD project team resources will be committed to the project as of the project start date.
9. FMD commits to training appropriate functional and technical resources as required.
10. FMD is responsible for all manual data entry.
11. FMD will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system.
12. AssetWorks will provide on-site training to FMD (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 12 users to insure proper attention can be given to individual users and maintain the needed pace to insure training sessions do not run over.
13. FMD will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
14. All training sessions will be based on standard application training materials. FMD will be responsible for customizing training materials to meet its implementation requirements.
15. FMD will make appropriate technical resources available to AssetWorks' consultants.
16. In the event that FMD schedules on-site services and due to circumstances within FMD's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
17. AssetWorks will need assistance from FMD to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.



Infrastructure

18. FMD will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined FMD/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
19. AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
20. FMD will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
21. FMD will be responsible for establishing access to the FleetFocus™ Application, Business Objects Enterprise, and DBMS servers, providing all supporting software, hardware, and connectivity for the application server.
22. The Web server must use Microsoft IIS.
23. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, RDBMS, other software, peripherals and communications infrastructure will be the responsibility of FMD.
24. FMD will verify that the hardware environment is installed, configured and operating over the network before scheduling the Software Installation.
25. FMD is responsible for providing browser access to the FleetFocus™ application.
26. FMD is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
27. System, server, and workstation backups are the responsibility of FMD. This includes the development and execution of the system backups and recovery programs.
28. FMD is permitted to implement a disaster-recovery environment, however unless specifically included in this proposed Statement of Work, AssetWorks is not responsible for the installation, configuration or support of this environment.
29. FMD will receive all standard, out-of-the-box reports at no extra cost; however FMD is responsible for providing the recommended Business Objects licenses to support the proposed Report Server infrastructure. A single test and production reporting environment will be implemented.
30. FMD will implement a single production FleetFocus™ database. A test database instance will also be implemented.
31. FMD will implement this solution such that all assets will be in a single production FleetFocus™ database. Only one "Company" is to be implemented as part of this Statement of Work. Additional database "Companies" will require a change order.
32. FMD personnel assume the responsibility for applying software patches.
33. The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.
34. If FMD elects to have AssetWorks host the application or licenses the FleetFocus™ On-Demand SaaS service, the Software Installation phase and NHDO technical support described in this proposed Statement of Work are no longer required. A separate start-up fee will be invoiced following the contract execution for the installation of FMD's AssetWorks hosted site.

Project Management and Risk Factors

35. FMD and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.



36. FMD project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by FMD related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any FMD tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
37. This Statement of Work does not include the expenses associated with FMD or FMD resources assigned to the project.
38. FMD remains responsible for all integration effort not described in this Statement of Work
39. The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
40. Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and FMD will discuss these changes in good faith at their earliest opportunity.
41. This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
42. Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work is an **ESTIMATE** based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification and firm fixed cost quote for all services before proceeding with any development.
43. This Statement of Work includes services to determine FMD's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Travel

44. AssetWorks will bill FMD for all actual travel expenses directly attributed to on-site services delivered during the project in accordance with FMD published travel reimbursement policies and any statutes governing the reimbursement of business travel expenses.
45. Unless otherwise noted, actual travel expenses will be billed on a monthly basis following the delivery of any on-site services.
46. Travel expenses are expected to be reimbursed as invoiced and are not subject to any project hold-back or payment deferrals.
47. AssetWorks staff members that are scheduled on-site for consecutive weeks will have the option of returning home at the conclusion of the scheduled work week or, with approval from FMD, stay thru until the start of the following work week. Expenses incurred during the intervening period will be reimbursed up to the cost of the travel expenses that would be incurred returning home between the work weeks.
48. AssetWorks will bill FMD for all expenses for travel on-site to provide planned services for which FMD is not prepared to support (e.g. Meeting canceled due to weather; schedule participants are unavailable, scheduled facility is unavailable, etc.)
49. All travel costs provided in this Statement of Work are estimates and subject to revision based on actual airline, hotel, rental car and local market conditions.



Procedures for Handling Change Orders

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with FMD to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with FMD Project Team with the final action item being FMD sign-off so that the changes can proceed to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to FMD, AssetWorks will review the changes that will conform to FMD approved specifications. Upon testing and review, AssetWorks will secure FMD sign-off on the final software changes.

Sole Source Provider

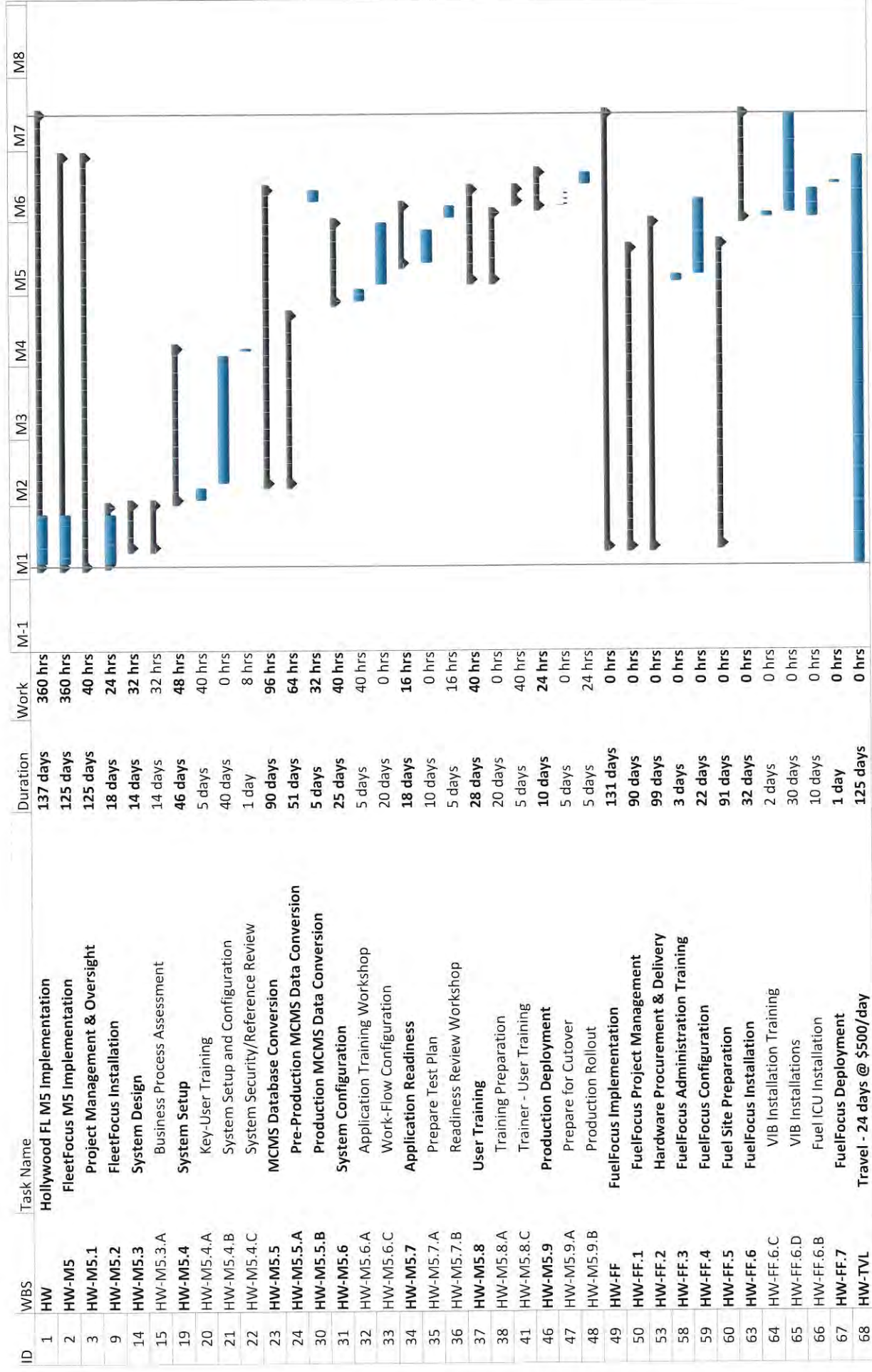
AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FASuite, G2K, MCMS, M4 and FleetFocus™.

AssetWorks is solely authorized or certified to provide this service.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks, Inc. In consideration of the receipt of this document, FMD agrees to not reproduce or disclose this information except to FMD employees directly involved on a "Need to Know" basis







Enterprise Asset Management Software

AssetWORKS



The Value Proposition

Success in today's environment demands effective and proactive strategies to control equipment management costs while maintaining the equipment in a state of good repair. With equipment assets representing the bulk of capital expenditures and ongoing maintenance the lion's share of operating costs, a fully integrated asset and maintenance management solution can significantly increase asset availability while simultaneously reducing costs.

Increased Availability

A carefully selected and properly utilized asset and maintenance management software solution can increase your organization's productivity and reduce costs through higher equipment availability and higher production rates. A high level of 'availability' is vital to any organization as equipment must be ready when needed. Increased availability of equipment assets allows the organization to respond to and exploit peak demand and service opportunities, while also keeping fleet growth in check.

Reduced Costs

Cost reductions from equipment asset management come from both reduced total cost of ownership (or usage) and reduced transaction process costs. Those factors directly impacting these costs include:

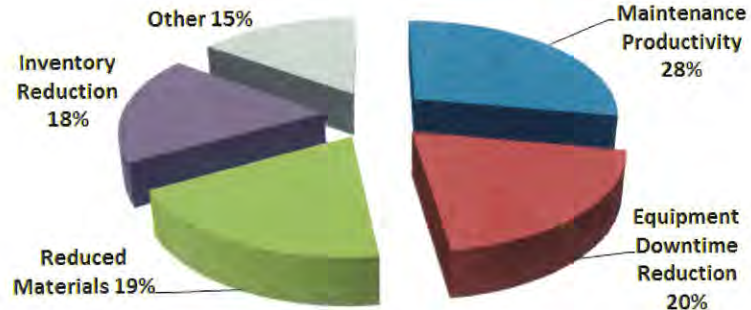
- Warranty claims processing
- Asset disposition through replacement analysis
- Eliminating unnecessary maintenance procedures based on equipment histories
- Process efficiencies for both the shop floor and parts and inventory orders

Accountability, Transparency and Compliance

Advanced equipment maintenance management systems must have the functionality to meet the business processing needs of the end user as well as the analysis and reporting needs of the administration

- Equipment data capture (providing performance data for later analysis)
- Parts and service order requisition (for expedited repair and servicing)
- Planned/predictive maintenance (for optimal resource allocation)
- Integration with enterprise financials (for consolidated reporting on assets, expenditures and operations activities)
- Robust vehicle (fleet) and infrastructure maintenance management capabilities in one application

Asset and maintenance management software solutions can increase the organizations' revenue through higher equipment availability and higher production rates.



The Proposed Solution:

AssetWorks' FleetFocus M5 is the most functionally and technologically advanced maintenance management software available today. **AssetWorks has provided maintenance management solutions to the public and private sectors for over 25 years.** The company has built a solid foundation using the common building blocks of maintenance management, while incorporating industry-specific features and best practices from those markets served. We serve over 500 customers across North America.

AssetWorks' ability to deliver strong maintenance management products to meet the needs of vehicles or other moving assets and equipment used in transportation operations, in an integrated solution and on a single database (either Oracle or MSSQL), provides significant and tangible advantages to our customers. FleetFocus M5 clients span a range of industries, including federal, state, city, and county and governments, utilities, airline/aerospace companies, educational institutions, large trucking companies and various private industry enterprises. All of these clients contribute collaboratively to the relevancy and continued growth of the application.

FleetFocus M5's capabilities to provide real management input and analysis allow organizations to realize operational savings in hundreds of thousands of dollars per year. These potential savings result from a wide range of management actions taken in response to conditions identified or highlighted by FleetFocus M5, such as:

- ❑ Labor productivity through analysis of mechanics' time expended in shops
- ❑ Equipment cost reductions through identification of excessive cost and consumption
- ❑ Equipment cost reductions through more effective preventive maintenance
- ❑ Equipment cost reductions through improved warranty tracking for equipment, major components and parts.
- ❑ Inventory cost reductions through better stocking and purchasing decisions including parts obsolescence.
- ❑ Improved Fleet size and configuration through accurate information on actual equipment usage and demand for availability
- ❑ Improved effectiveness of equipment replacement programs based on analysis of cost and performance data

AssetWorks can help organizations answer:

- ✿ Why is equipment out of service?
- ✿ How productive is the maintenance workforce?
- ✿ What portion of our work is proactive vs. reactive (scheduled vs. unscheduled)?
- ✿ How often do we do repeat work?
- ✿ What work qualifies for warranty?
- ✿ Are we recovering money from claims submitted?
- ✿ Is the inventory investment optimal?
- ✿ Which assets or vehicles are running at excessive costs and why?
- ✿ What assets or vehicles need to be replaced?
- ✿ What is the total cost of ownership of our assets?

What is FleetFocus M5?

FleetFocus is an N-tier zero-client web-based application that is easy to deploy and economical to maintain. All application maintenance and upgrades are applied one-time to the application server, reducing the time and cost needed to deploy the application. The system is capable of tracking **an unlimited number of equipment units and supporting an unlimited number of workstations** from any number of locations.

One of the greatest advantages of FleetFocus is how easy it is to administer. Unlike traditional Windows client/server systems, browser based applications require no special software on each workstation. The user accesses the system using the same browser program used for Internet access; Microsoft Internet Explorer. All the FleetFocus software will securely reside on Web and Database servers located in a client's Data Center or alternatively at the AssetWorks Data Center in Wayne, PA. This approach provides all the advantages of scalable applications with the benefits of easy to use Windows functionality. Further benefits include:

- ✦ Secure access to FleetFocus for all authorized fleet operations employees, customers and vendors. Licensed by the unit and accessed by an Internet browser; any user, anywhere can be setup with a specific user role to view and/or update data.
- ✦ Support for both Oracle and SQL Server databases, with database level referential integrity and record update tracking that meets Sarbanes-Oxley data management standards. Users with Oracle Enterprise databases can setup multiple companies on single database that are fully segregated and secure from users in the other companies, eliminating the need for multiple instances.
- ✦ Component-based business rules that support real-time web integration and standardized batch interfaces, allowing direct data exchange with back-office ERP applications; vendors; fuel systems and suppliers; and other fleet-related applications. FleetFocus is the most widely integrated fleet management application available today.
- ✦ Integrated Crystal Reports-based reporting, including integrated report scheduling and distribution utilizing Business Objects Enterprise XI. Users can also utilize Crystal Reports to edit the current standard reports or to add their own custom written reports to the application
- ✦ Full support for electronic attachments of photos, movies, voice instructions, invoices, manuals, documents, and external web-sites to work orders, units, parts and other key system objects. All attachments are centrally stored and accessible to anyone on the system.
- ✦ Customizable, on-screen KPI dashboards and operation performance monitors allow users to visually monitor operations and data conditions without running reports. Simple graphics and drill-down capabilities make it easy to track performance and respond to conditions before they become a problem.
- ✦ Enhanced work order management including job assignments, warranty notes, work request tracking and easy-to-use editing techniques.
- ✦ Touch-screen-based shop work-flows for capturing labor on pre-assigned jobs, labor charged to indirect accounts, and creating jobs on the fly.
- ✦ Advanced parts management functionality, including support for hub-and-spoke part warehouse operations with automatic transfers, pack-size conversions, managing part distributors, order days, and on-line part usage tracking.
- ✦ Carbon Footprint/Green House Gas Emissions Reporting for CO2 target goals and compliance.



Assigned Jobs (Version 1.7.4)

Welcome **HARRIS, ZONKER**

[Change](#)

You are currently on: Indirect Account: MEET

You currently have 6 Jobs assigned.

	Job 1: 06-PM-PMB PERFORM "B" SERVICE	Location: ETHILSM	Reason: P
	Unit: 423455 2002 PETERBILT 320	Group: Emp: 123	Status: WFS
	Job 2: 01-13-002 REPAIR REAR BRAKES & DRUMS	Location: ETHILSM	Reason: FI
	Unit: 424732 2002 FORD F450	Group: Emp: 123	Status: WFP
	Job 3: 01-17 REPAIR TIRES, TUBES, LINERS & VALVES	Location: ETHILSM	Reason: FI
	Unit: 424732 2002 FORD F450	Group: Emp: 123	Status: WFS
	Job 4: 04-43-003 INSPECT MUFFLER	Location: ETHILSM	Reason: FI
	Unit: 424732 2002 FORD F450	Group: Emp: 123	Status: WFA

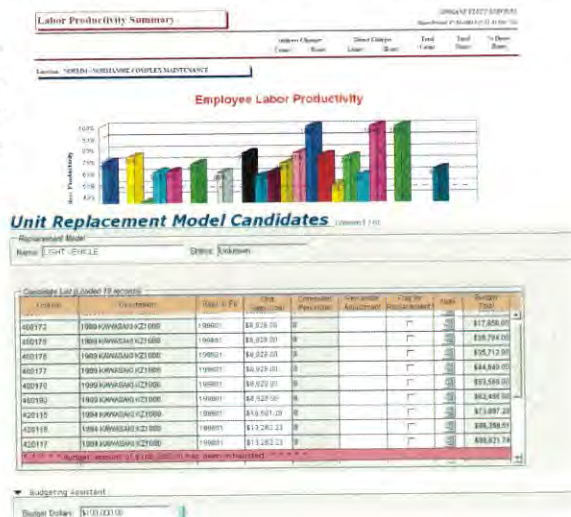
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- Full Telematics integration. FleetFocus' Telematics module consolidates all telemetry data sources into FleetFocus' single client-managed database. This module is useful for capturing both non-actionable readings (such as location, engine run time, or minimum charge voltage) and actionable faults [such as diagnostic trouble codes (DTCs)].
- MobileFocus software for Motorola handhelds running Windows Mobile (such as the Motorola MC5500 series) includes real-time meter capture, work order creation, labor capture, part issues, and physical inventory from any Windows Mobile based PDA.
- Full support for asset management, including work-flow based capitalization, support for multiple unit purchase orders, and a new Asset Capital Journal to record every acquisition, depreciation and disposal transaction to provide a full accounting of each assets capital value.
- Integrated Replacement planning, including the ability to identify candidates for replacements based on user-defined replacement parameters and flag units for disposal.
- Real-time integration with the AssetWorks FuelFocus fuel management system allowing for instant validation and posting of all fuel transactions. (and/or continued integration to your current Fuel system in batch mode)
- Many advanced code attributes and new codes to support simplified unit setup and advanced reporting.
- Shop Planning module that allows users to plan shop activity and balance work requirements with available resources through a simple, easy-to-use graphical interface.



Integration with Other Corporate Systems

The Microsoft .NET architecture used to develop FleetFocus utilizes a component object model where application objects are defined and can be easily shared by other external applications. The component object model allows the sharing of data with other applications interactively, which allows more seamless integration between applications. Interfaces can now be performed on-line real-time and still conform to all the business rules of FleetFocus.

Technical Architecture

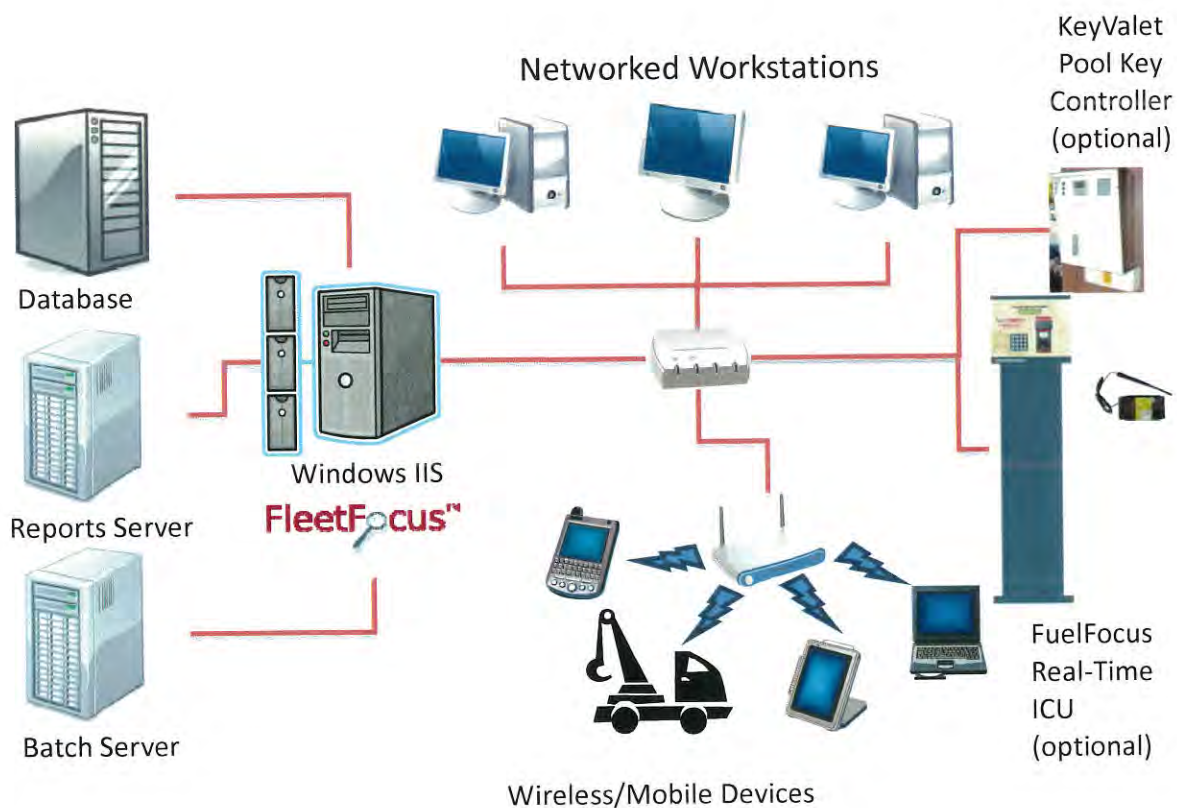
The FleetFocus Fleet Management application is developed using Microsoft's Distributed InterNet Applications Architecture (.NET), a state-of-the-art application development model for the Windows platform. .NET specifies how to: develop robust, scalable, distributed applications using the Windows platform; extend existing data and external applications to support the Internet; and support a wide range of client devices maximizing the reach of the FleetFocus application.

The FleetFocus application was developed using openly available programming languages and software applications, including:

- Presentation (.ASPX pages):** HTML, DHTML, Java Script, XML, SQL
- Components/Executables:** Net, C#, XML, SQL, custom Web Services

The FleetFocus application consists of the following tiers:

- **Application** – FleetFocus™ M5 is a .NET based browser application. The application is hosted on Windows servers (Windows 2003/2008) running Internet Information Services. The application can be installed using a Virtual Machine configuration and/or load-balanced multi server environment.
- **Database** – FleetFocus M5 supports either Oracle (10g v2, 11g) or SQL Server 2005/2008 based databases running on their own server(s).
- **Reports** – FleetFocus M5 employs Business Objects Enterprise XI Release 3.1 or Crystal Reports Server 2008 as its reporting platform and is directly integrated into the FleetFocus InfoCenter module. AssetWorks supplies Concurrent Access Licenses that allows the application to be used with multiple processors. The Business Objects Enterprise server and CRS 2008 require a Windows operating system.
- **Client** - The user accesses the system using Microsoft Internet Explorer. The individual client work stations require a Microsoft OS capable of supporting Microsoft Internet Explorer version 7.0 or better. FleetFocus™ M5 is compliant with Windows XP Service Pack 3, Windows Vista or Windows 7 and supports Internet Explorer 8.0 and 9.0.



FleetFocus is delivered with the following standard modules:

Asset Management

- ⊗ Unit Master Record
- ⊗ License/Permitting
- ⊗ Acquisition/Disposal
- ⊗ Unit History
- ⊗ Repair, Cost, Assignment
- ⊗ Capitalization/Leasing

Maintenance Operations

- ⊗ Repair Orders
- ⊗ Commercial Repairs
- ⊗ Preventive Maintenance
- ⊗ Job Standards
- ⊗ Recall/Campaigns
- ⊗ Warranty Claims Management
- ⊗ Supports VMRS 2000 Part Inventory Management
- ⊗ Part Master Catalog
- ⊗ Location Inventory Control
- ⊗ Auto Reorder
- ⊗ Purchase Orders/Contracts
- ⊗ Physical Inventory

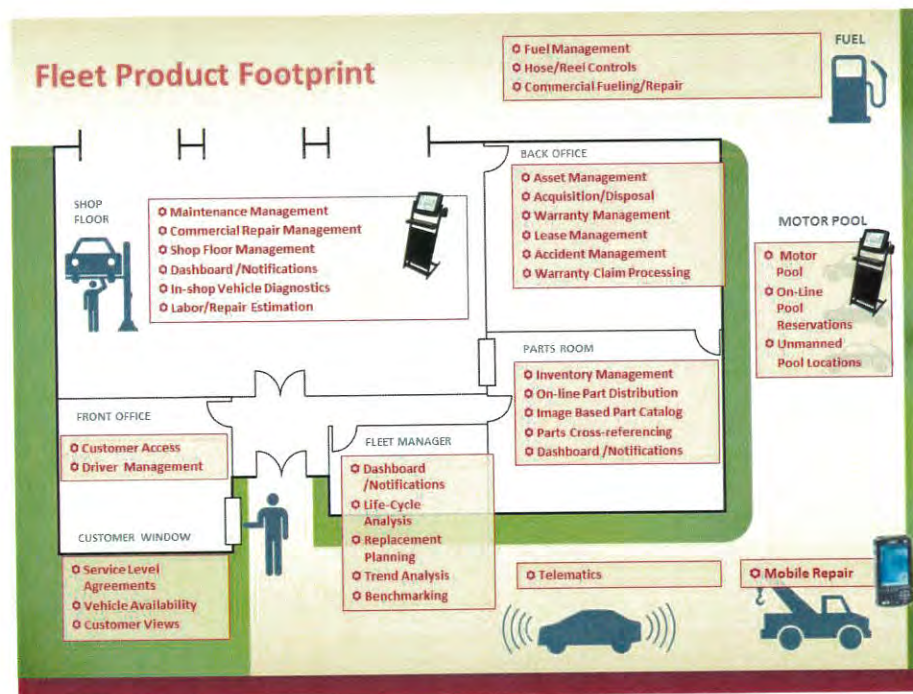
Fuel Management

- ⊗ Fuel Inventory
- ⊗ Commercial Fuel Interfaces

Financial Management

- ⊗ Billing/Cost Allocation
- ⊗ Labor Capture/Payroll

FleetFocus supports virtually limitless workflow scenarios:



FleetFocus Software Features

FleetFocus offers all the necessary tools to manage the entire scope of fleet operations. FleetFocus is a fully integrated, fleet management system that focuses on those areas critical to effective fleet management. The system is an easy to use portfolio of modules collectively designed to give comprehensive and effective fleet management tools available on a user-defined basis. The FleetFocus system includes the following modules, which may be implemented together or individually.

System Management: FleetFocus provides many configuration options for the client. Customization settings include 350 module specific flags, login user information, customized menus, fiscal calendar, shift codes, shift schedules, direct and indirect account codes, systems/components/parts codes, and miscellaneous code sets.

Asset Management: This module tracks and analyzes information relative to equipment inventory. The module manages vehicles, stand-alone pieces of equipment, and other maintained items. The module allows for a flexible hierarchy of units, systems, and components when building the equipment database. Accounting, downtime, product (consumable), and warranty data is collected. Codes are maintained that enable assets to be grouped and analyzed by similar operating, accounting and physical characteristics. Information available for each unit includes accounting, performance history, repair history, unit associations, location assignment, operating information, maintenance schedules, downtime, fuel and oil usage, multiple warranties, technical specifications, components, and historical usage.

Unit Acquisition and Disposal: Unit Acquisition and Disposal maintains unit budget, acquisition, and disposal information. The module tracks units from budget request, through the acquisition process, and eventually through disposal. The module creates purchase orders for new unit acquisitions; tracks delivery schedules, receives new units into inventory, and prepares the new unit for service. When a unit is ready for disposal, it can be identified and flagged, prepared for disposal, and the final sale proceeds will be recorded.

Unit Replacement Modeling: The module is designed to aid the fleet manager in determining which units should be scheduled for replacement and then in developing a replacement plan. This plan selects and prioritizes equipment based on a variety of characteristics, and on the availability of replacement funds. The goal is to replace units that will result in the best investment through reduced operating costs and downtime. The Replacement model can feed the budget and acquisition process for a fully automated replacement cycle.

License and Permit Tracking: The License and Permit module tracks vehicle licenses or special operating permits. With this module, the user can quickly tell the type of license or permit issued, the units assigned to the license or permit, and when a license or permit expires. The user can maintain letters used to notify the license or permit holder that the license or permit must be renewed. Warning and expiration letters can also be maintained.

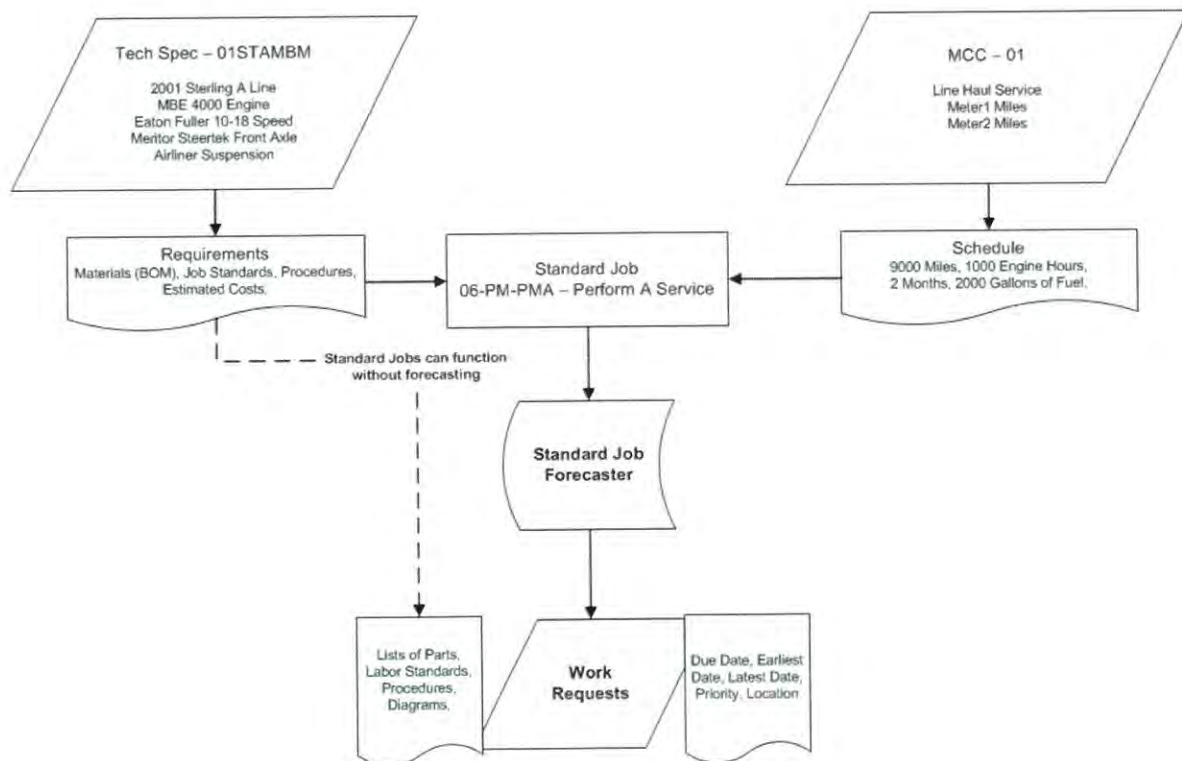
Fuel and Fluid Management: The Fuel Management Module includes fuel ordering, receiving, automatic calculation of inventory balances, product transfers among tanks, tank stick readings, totalizer readings, tank balance reconciliation, manual fuel issues, and commercial fuel tracking. With the optional fuel interface, the module will link to popular automated fuel dispensing systems to capture fuel issues electronically.

NOTE: AssetWorks is the only EAM vendor to offer its own integrated fuel management system, FuelFocus. FuelFocus shares the same database as FleetFocus so data never becomes out of synch. Additionally, FuelFocus uses advanced wireless technology where vehicle number and odometer reading are automatically downloaded to the database in real-time. Fuel dispensed is also automatically collected and updated online. With the optional FMS fuel island hardware, automated fuel dispensing becomes a fully integrated module of the FleetFocus. (FuelFocus with RF technology has been a popular option for our private sector, government and transit customers.)

Commercial fuel is also maintained by the system. Commercial fuel charges can be manually input into the FleetFocus system or can be imported using standard system interfaces. AssetWorks provides standard interfaces to Wright Express, Voyager, Western Energetic and Shell fuel card vendors. AssetWorks can also provide services

to develop interfaces to any other fuel vendors. The standard interface validates all data and generates error reports for any rejected records. Another feature allows customers to import transactions other than fuel and oil. Service work, such as oil changes can be imported and will reset the preventive maintenance schedule.

Preventive Maintenance Scheduling: The FleetFocus standard job forecaster allows the user to create an unlimited number of recurring or forecasted jobs (PM's, inspections, and so on) to be performed against a piece or a class of equipment. The standard job system enables the user to create work schedules as well as indicate the labor and material needed to complete the job. The Forecaster generates work requests with calculated due dates from standard job information. The forecast function bases its date calculation on the vehicle's meter, fuel consumed, or a time interval. The forecast will use the earliest of these intervals to establish a due date of when a job should be done next. For jobs defined as cascading, the parent job resets all child jobs when completed.



Standard Labor Notes List

Advanced Search

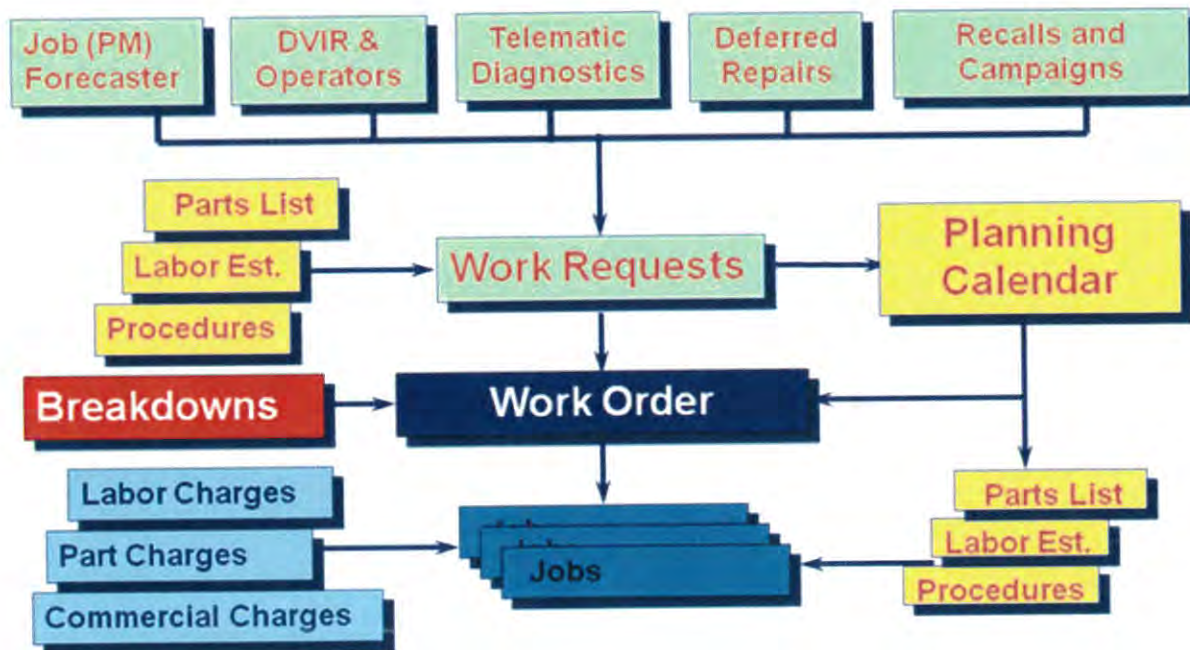
#	Note	Job	Specification	Note
372	05-GW-001	H0302	Hydraulic Hoist Test Baseline oil level is 41 inches - established in December 2003 Do NOT add oil until the level drops to If no oil is required, record oil level in w If oil is required, contact your manager Leave the work order open until your m If advised to add oil to system, add en	
373	05-GW-002	H0302	Fuel Monitoring Verify that the leak test has passed If system failed, then verify reason for Contact your manager with all failures Place appropriate comments on the w Close work order NOTE: System must have atleast 1 succ	
374	01-01	A02	Fuel Monitoring Verify that the leak test has passed If system failed, then verify reason for Contact your manager with all failures Place appropriate comments on the w Close work order NOTE: System must have atleast 1 succ	
374	05-GW-002	H0303	Fuel Monitoring Verify that the leak test has passed If system failed, then verify reason for Contact your manager with all failures Place appropriate comments on the w Close work order NOTE: System must have atleast 1 succ	
375	05-GW-001	H0304	Hydraulic Hoist Test Baseline oil level is 32 inches - established in December 2003 Do NOT add oil until the level drops to If no oil is required, record oil level in w	

Recall/Campaign Management: The campaign module of FleetFocus provides an automated mechanism for tracking, scheduling, and alerting users for pending recalls, campaigns, or modifications required on equipment. Users can define campaigns using the technical specification, year, make, model, VIN, class, or organization. The campaign module enables the user to create work schedules as well as indicate the labor and material needed to complete jobs.

Work Order Administration: The module allows users to create work orders, apply charges, complete and close from a single point of entry. A single work order supports job estimates, multiple reasons for repair, multiple jobs, unlimited mechanics, unlimited direct/indirect charges, and unlimited parts charges. Parts and labor can be entered on-line, in real time, with the optional bar code labor and parts modules. The user is able to estimate labor requirements and cost at the job level. When the work order is closed, a comparison of actual versus estimated charges can be generated. Data from the detailed maintenance history can be readily accessed either by repair summary, in chronological order, or with full work order details.

The system also provides a technician portal that supports both bar code and touchscreen interaction where mechanic labor is captured on line from the shop floor.

Maintenance Planning Work-Flow



Labor/Personal Management: The module tracks employee certification and licensing, operator accident and safety records, time and attendance reporting, includes absences, sick days and vacations, mechanic performance, including mechanic safety records. Overtime, regular time and attendance can be tracked via bar code data entry. Labor activities can be tracked by employee, shift, supervisor, and location.

Parts Inventory Control: The Inventory module includes automatic parts ordering, automatic calculation of inventory stock levels, part transfers among warehouses, inventory review, automatic purchase order generation, and purchase order tracking. Users can describe as well as cross-reference parts information. The physical inventory capability operates in conjunction with tracking and accounting for all parts issues, receipts and transfers, including cyclical count capability. The Parts module includes notification of parts warranty failure and parts estimated life failure. Time and usage criteria notification is also available. Bar coding is a fully integrated module of the system, which provides many automated features for inventory management to include parts issues, receipts, transfers, and physical inventory processing.

Warranty Claims Administration: Warranty Claims Administration tracks the whole unit (chassis) or an unlimited number of system, component, and part warranties. Warranties are categorized by usage (miles, kilometers, hours, etc) and time. A warrantable repair on a work order will trigger a "possible warranty" message to appear on-line as well as flagging the transaction, which is used for reporting and generation of a warranty claim. The system also tracks outstanding claims and posts reimbursements back to the original work orders. Reporting includes comparisons between requested and received adjustments.

Equipment Availability Tracking: The Equipment Availability module was developed to provide FleetFocus customers with tools to better serve their customers, the end users of equipment. The module allows users to establish equipment needs by class, department and time of day. The module provides a number of reports and displays that allow users to monitor equipment needs and out of service units. The system also provides on-line warnings when scheduling work order and out of service limits have been exceeded.

Internal Leasing and Billing: The Billing module lets the user set up billing codes, fixed charges, and special billing items. Billing allows direct charge-back of expenses, cost average charge-back (internal leasing), or a combination of both. It supports direct billings to departments or outside agencies. Features include the billing of all labor, material and commercial charges posted to a unit, work order, department, or indirect account. This module supports the distribution of costs over multiple accounts for a single unit. The distribution is based upon usage (miles or hour) that is input by account number. It then prorates the monthly charge based upon the percent of usage.

Motor Pool: The Motor Pool module manages all the tasks involved in running a fleet of rental vehicles, including checking unit availability, entering customer reservation information, generating check-out tickets, entering meter readings and additional charges when the unit is brought back, completing the motor pool ticket, and closing the transaction. The system automatically generates a billing for the rental transaction when the next billing report is run.

Commercial Repair Tracking: Commercial Repair Tracking authorizes commercial repairs, tracks the progress of the repairs, and enters costs. Commercial repairs are tracked by seeing the length of time a work order job has a particular commercial repair status (for example, build, at Vendor, complete or closed). Additional functions of tracking commercial repairs include entering downtime information for a unit and warranty maintenance.

Shop Planning: The FleetFocus Shop Planning module allows the user to calculate available, planned and unplanned hours to perform tasks. The resulting output is shown with graphical representations of the data that is easy to use and understand, at a glance. The Shop Planning Calendar is the “portal” to the shop planning information. Days where more planned work is scheduled than planned hours available will be **red**. Days where scheduled work is less than planned hours will be **green**. The hours are hyperlinked to another page showing four graphs (shown below). Each graph can be clicked to “drill down” to see the detailed data such as plan resource information, plan schedule information, shop planning adjustment and parts availability for the scheduled jobs.

Shop Planning is based on employee shifts vs. jobs with estimated labor hours that exist on open work orders and work requests.

- User-Defined Shifts-The Shop Planning Schedule breaks down the work day into segments or groups called ‘shifts’ which are completely user-defined. It is possible for many shifts to belong to the same Shop Planning Schedule. For example, you may have many “day shifts” where technicians can begin work at varying times. Each of those shifts may belong to the same shop planning schedule called “day shift”.
- Allows Variables by Location-FleetFocus allows the shop planning schedule or ‘direct labor’ to vary by day, week and location. This helps with the event where some days may have a higher percentage of planned work than others if the volume of “unplanned” work is higher on any given day.

Accident Management

This module captures online accident reports, estimates and link accident reports to a work order.

An online Accident Report screen based on the US Federal Governments accident reporting form captures details of an accident including time, place, conditions, and involved parties. A Follow-Up tab allows Investigators to identify cause and fault. An estimates tab will track repair estimates and link the selected vendor to a work order.

The system allows users to submit claims for subrogation and will track outstanding claims and posts reimbursements back to the original work orders. Reporting includes comparisons between requested and received and performance of subrogation activities.

Accident Report

Accident Report No.	1	Report Date		Status	
Unit		Operator No.		Name	
Alt. Unit No.		License No.		State	
VIN		Department			
License No.		Telephone			
Using Department		Email			
Accident Date/Time					
Trip Origin		Trip Destination			
Trip Purpose		Trip Start Time			
Accident Location	Describe street address, roadway intersection, landmarks, milepost, etc.				
City/County					
State					
Country					
Accident Description	Describe what occurred during accident: speed, direction, signs, signals, distractions, etc.				
Personal Injury	Y/N	Weather Conditions			
Fatalities	Y/N	Road Conditions			
Seat Belts Used	Y/N	Traffic Conditions			
Air Bags Deployed	Y/N	Visibility Conditions			
Offroad Required	Y/N	Outside Temperature			
Posted Speed Limit		Speed Travelling			
Police Report Filed	Y/N	Police Department		Police Report No.	
Fleet Unit Damage	Y/N	Describe damage to the Fleet unit			

Notifications and Alerts

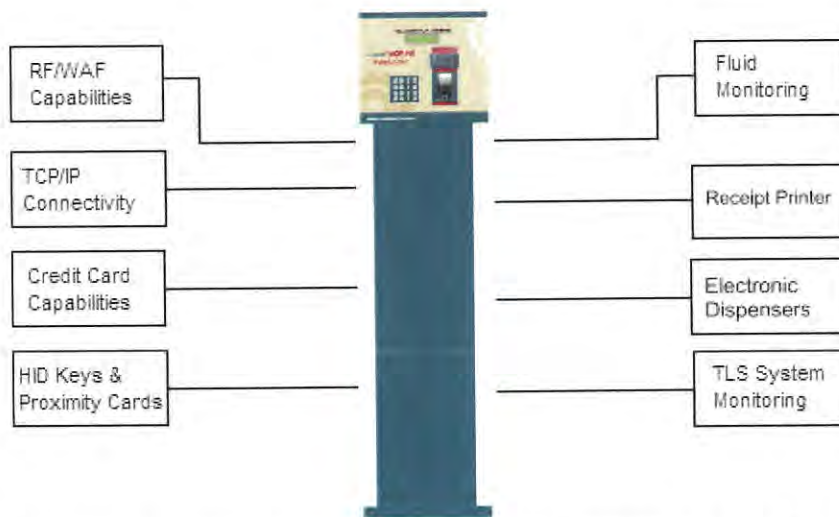
This module uses SMTP-based email to send user-constructed messages for selected system events. Events such as closing a work order, receiving a vehicle or the disposal of unit can automatically generate a pre-formatted message to the designated department contact or operator. The actual event triggers are added by AssetWorks, but users can modify the message and embed parameters to automatically add values to the notification. Additional Notification Events will be added with future releases.

Reporting: The reporting module of FleetFocus contains over 250 standard reports. The core reporting engine of FleetFocus is Crystal Reports; all standard reports are developed using this tool. Many standard system reports are presented in a graphical format. All report output can be generated as Microsoft Excel, Word, Adobe Acrobat PDF, or Text. Users can define sort, selection, inclusion/exclusion, and range criteria for each report. Reports can be set up to run on time or on a regularly scheduled basis. The system also supports ad-hoc report writing using Crystal Reports or other third party report writing tools. Ad-hoc reporting utilizes a separate report friendly database schema allowing users to build simple reports on-line. Using drop-down boxes and simple interface, users select the fields to be displayed in the report. Groups, summaries and grand-totals can be added to the reports. Charts can be easily added to display results graphically. Reports can be saved and exported to Excel, PDF, or XML.

FuelFocus

AssetWorks is the only Enterprise Asset Management software solution provider to also offer an automated fueling solution (FMS). The FuelFocus Fuel Management System is a comprehensive fuel management package providing automated fuel dispensing for fleet operations. The primary control device of the FuelFocus FMS System is the fuel Island Control Unit (ICU). The Island Control Unit is located at the fuel island and it is used to control and record all fuel dispensed to fleet equipment. The FMS software provides inventory management features, tank sensing interfaces and fuel consumption control features.

FuelFocus FMS enables users to tailor the system to meet varied operational demands as well as to expand the choices with minimal hardware modification.



Each FMS Island Control Unit contains an internal microprocessor providing access to the fuel system without central site computer dependency. Microprocessor control at the pump site enables the system to capture and edit data regardless of central site computer status. **Island Control Units (ICU's) can function on a totally stand-alone basis, as a server to the central processor or as an on-line device of the central processor.** This approach is far superior to either stand-alone or centrally controlled systems.

There are several different methods of vehicle and employee identification that can be used, we are proposing HID cards. We have included the use of the RF Option in this RFP. Keypad input is always an option.

- **Keypad Input** - Operators can manually key in employee and vehicle numbers on the ICU front panel.
- **HID Proximity Key** - Unlike standard "push" keys, there are no wear points whatsoever on this readily available option. These cards are covered by a lifetime warranty.
- **WAF (RF) Transmitter Option** - Wireless transmitters such as the Vehicle Information Box (VIB) may be used for true "cardless" system.



Odometer readings, engine hour readings, and vehicle ID's are automatically downloaded to the ICU via a wireless radio signal, no operator intervention is required. Simply insert the fuel nozzle equipped with a passive tag into the filler neck and all data is passed seamlessly to the controller – no wires on the hose to break as with competing systems.

Interface to tank level sensors (that utilize the Veeder Root protocol). FuelFocus automatically will reconcile book to physical quantities and journal the adjustments for a complete audit trail. The user may optionally specify automatic inventory adjustments. This option will cause any variance between stick and book to be journaled to a user specified indirect account with the stick reading becoming the book balance. Further, the user may specify whether the loss/gain value should be redistributed to inventory or posted to the indirect account.



Additional Modules

Replacement Planning

This module allows user to select, analyze and rank candidates for replacement. Users build a replacement model, selecting a set of units using various filters such as Category, Department, Location, Make, Model, Age, etc. The model can use any weighted, combination of 10 standard replacement parameters to rank units against their peer group. Using Category based age and usage replacement parameters; the model predicts a unit's replacement period and expected future replacement cost. The replacement candidates are ranked and ordered based on their weighted replacement scores. When completed, the unit status for selected units is updated to indicate the unit is flagged for disposal.

Motor Pool Reservations Module (Web Portal)

Motor Pool supports the management of short-term rental or dispatch vehicle pools. The module includes a web-based reservation screen that includes planned pickup and return time, a requested rental class, and department/account fields. An optional Reservation Approval process is available. Motor Pool Manager screen supports the assignment of a specific unit and the actual dispatch/return. User defined billing codes support hourly, daily, weekly, monthly and combo rental rates that can include usage and fuel charges as needed.

Shop Portal

The touch-screen enabled Shop Portal provides a single set of screens for labor capture and adding jobs to work orders. Work Order jobs can be assigned to a technician or a crew. When a technician logs into the Shop Portal they see a list of jobs assigned to them or the crew they belong to. By simply touching the arrow next to the job they automatically log themselves onto the job and off the previous job/indirect code they were working on. The portal also supports capturing indirect labor, adding new jobs to work order, and logging onto unassigned jobs. The Shop Portal is uses large buttons and menu based work-flows that support the use of touch-screen monitors or kiosks, but these devices are not required.

Assigned Jobs (version 1.7.0)

Welcome **HARRIS, ZONKER**

Change

You are currently on: Indirect Account: MEET

You currently have 6 jobs assigned.

	Job 1: 06-PM-PMB PERFORM "B" SERVICE
Unit: 423455 - 2002 PETERBILT 300	Location: FTHLSM Reason: P
WO: 147091	Group/Empl: 123 Status: WFS
	Job 2: 01-13-002 REPAIR REAR BRAKES & DRUMS
Unit: 424732 - 2002 FORD F450	Location: FTHLSM Reason: 0
WO: 147310	Group/Empl: 123 Status: WFP
	Job 3: 01-17 REPAIR TIRES, TUBES, LINERS & VALVES
Unit: 424732 - 2002 FORD F450	Location: FTHLSM Reason: 0
WO: 147310	Group/Empl: 123 Status: WFS
	Job 4: 04-43-003 INSPECT MUFFLER
Unit: 424732 - 2002 FORD F450	Location: FTHLSM Reason: 0
WO: 147310	Group/Empl: 123 Status: WFA

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Other

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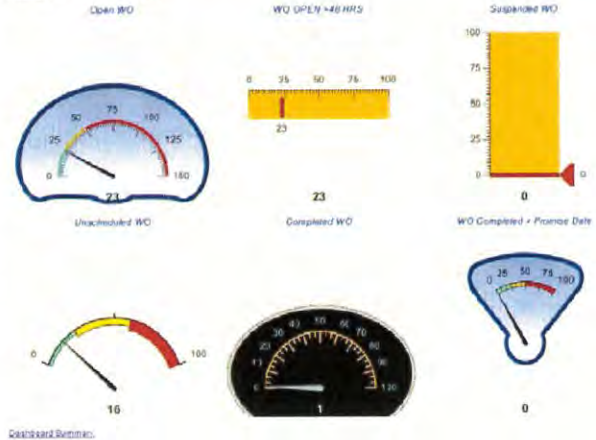
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Dashboards

Dashboards are graphical real-time views of any measurable activity occurring in FleetFocus. The Dashboard module periodically executes user-defined SQL statements to calculate a single metric or build a simple report. The results are displayed graphically in the user's Dashboard Viewer. Users can drill-down from the dashboard to view a simple report constructed with the same SQL statement behind the metric. Each report can be linked to a system screen, allowing the user to click the report record to launch the screen. AssetWorks supplied Operational Monitors are simple on-screen reports of related metrics that can be added to any dashboard. Dashboards can be assigned to a user or role so each user has a set of relevant dashboards specific to their duties and work-flows.

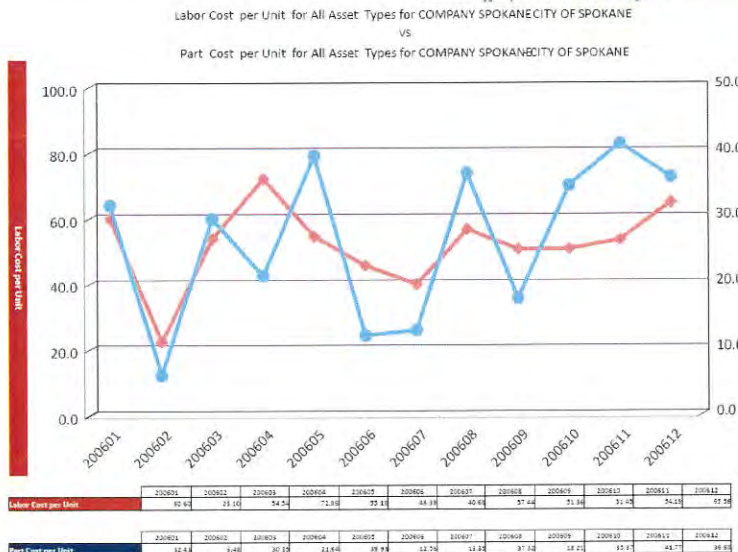
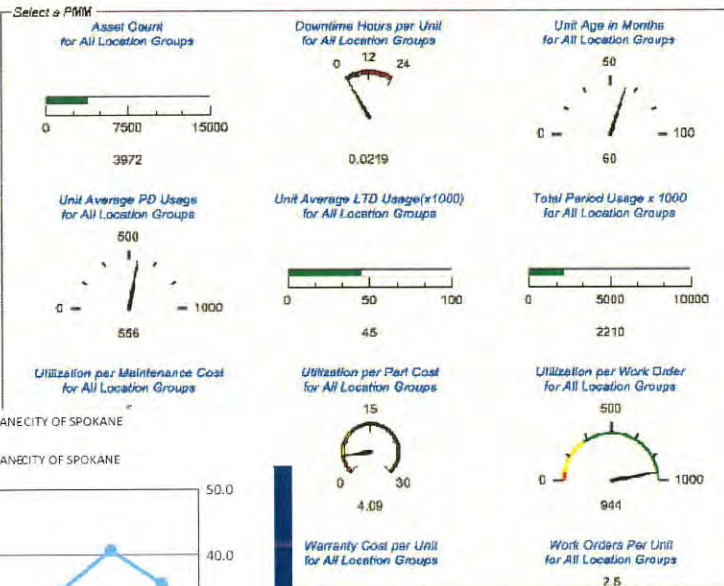
Operational Dashboard

Name: **WORK ORDER**



Performance Measures & Monitors

The PMM module allows Fleets to track maintenance trends by location and/or asset type. Over 50 metrics are available and custom measures can be added. Each measure is captured by asset type, location and fiscal period. Metrics can be rolled up into a user-defined location-based hierarchy supporting up to 10 levels of drill-down. A separate reporting function allows users to produce 13 periods of consecutive results for 1 or 2 measures to identify potential performance trends.



Customer Portal

Intended for fleets that operate as a centralized support service and bill users for the services that fleet delivers. This module displays work order and unit billing history at the billed rates and hides much of the internal detail. This module can also be used to deliver web reservations and other customer-oriented screens to fleet end-users without the need to grant full access to FleetFocus M5.

Customer Portal Unit View (Version 2.2.0)

Selection Criteria

Unit Dept: 420036 2007 FREIGHTLIN CASCADIA Unit Status: Active

License: P17360DA Serial No: 1FDYR02E1RVA21117 Alternate Unit No: 123

Clear Refresh

Unit View Query (Loaded 2 records)

Unit No/Dept	Serial No	Alternate Unit No	License	Unit Mfr Date
420036	1FDYR02E1RVA21117	123	P17360DA	06/16/2006

Work Order	Location	Open Date	Complete Date	Billed Total
914454	NORMAN	06/16/2006 11:35:26	06/17/2006 21:13:40	\$9.00
914452	NORMAN	06/17/2006 21:13:40	06/17/2006 20:54:06	\$9.00
914451	NORMAN	06/18/2006 11:59:06	06/17/2006 15:26:49	\$220.78
914412	NORMAN	01/17/2007 07:15:26	07/19/2007 11:16:47	\$1,583.28
221119	NORMAN	01/15/2007 10:05:17	01/19/2007 14:52:23	\$1,005.28
228906	NORMAN	01/09/2007 10:42:04	01/11/2007 17:30:28	\$421.93
228122	NORMAN	01/04/2007 07:37:28	01/03/2007 08:57:35	\$157.90
226900	NORMAN	12/19/2006 16:18:36	12/22/2006 14:38:34	\$438.54
224731	NORMAN	12/05/2006 07:43:02	12/07/2006 17:45:11	\$250.77
224601	NORMAN	12/04/2006 16:30:26	12/04/2006 21:48:26	\$436.17

Telemetry Focus

This module installs a web-service that permits FleetFocus to communicate with most AVL/GPS systems on the market today. Telemetry Focus is capable of receiving location data (date, time, latitude and longitude), meter readings, and engine data including fault codes. The XML based web-service accepts a stream of data from the AVL/GPS vendor and directs the data to appropriate FleetFocus component populating the various database tables. Engine Data can be processed through the Test Suites module and when measures fail a user-defined threshold, FleetFocus automatically creates a job to review the code or start a repair.

MobileFocus

MobileFocus module has two components: a real-time web service that communicates via Wi-Fi or Wireless Broadband to a handheld device that has the MobileFocus application installed. MobileFocus work-flows are designed to work on a Windows Mobile PDA. MobileFocus supports real-time shop work flows such as opening a work order, capturing labor, adding jobs and issuing parts. A Yard-Check function captures meter readings. The Physical Inventory functions support creating and entering inventory counts. With an integrated Store-and-Forward database, MobileFocus can work off-line when a connection is not available, syncing from a cradle or a connection is reestablished.

MaxQueue Interface Adapter

MaxQueue provides the XML based integration framework that permits FleetFocus to be easily integrated with any external system. Utilizing XML-based templates, the UIA can support real-time and batch integrations. Data can be exchanged using XML web-services, delimited files or staging tables. Using the Interface Manager, users can setup and schedule interfaces to execute as needed. Most incoming interfaces include a reject process that supports online review of failed records and the reprocessing of updated records.

Ad-Hoc Reporting

Ad-hoc reporting utilizes a separate report friendly database schema allowing users to build simple reports online. Using drop-down boxes and simple interface, users select the fields to be displayed in the report. Groups, summaries and grand-totals can be added to the reports. Charts can be easily added to display results graphically. Reports can be saved and exported to Excel, PDF, or XML.

Ongoing support and maintenance

The following services are available to all customers current on maintenance:

The FleetFocus Support Center is staffed by regular, fulltime employees of AssetWorks. Access to the Support Center is not limited or 'tiered' and all customers have unlimited access to both technical and application support personnel. AssetWorks does NOT outsource its support.

Post Implementation Support

Telephone Support

AssetWorks provides customer support service center fully staffed from 7:00 AM ET to 7:00 PM ET Monday through Friday. When a call is placed to the Client Services group, a representative will receive and own the ticket for the life of the item. The main office supporting the FleetFocus product line is:

AssetWorks, Inc.

998 Old Eagle School Road, Ste 1215

Wayne, PA 19087

Tel: 610-225-8300/ Fax: 610-971-9447

Weekend and After Hours

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

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

Level-0 Support

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

Level-1 Support

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

Level-2 Support

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

Level-3 Development

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

AssetWorks Priority Levels and Communication Methods

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

Priority 1 (Down Production System)

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

Priority 2 (Critical Business Process Function Unavailable)

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

Priority 3 (Normal Priority)

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

Priority 4 (Enhancements & Documentation)

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

Customer Support Escalations

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

Escalation Path

When should you use the AssetWorks Product Support Escalation Path?

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

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

Research & Development Issues:

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

Web Site Support

The FleetFocus Support site (<http://assetworks.com/support>) offers documentation, patches, known issues, ability to enter service requests, enhancement requests, to vote on enhancements, download upgrades and patches, FAQs and a customer list-serve forum.

The screenshot shows the AssetWORKS website interface. On the left is a vertical navigation menu with links: View Tickets, Search Tickets, Downloads, File Sharing, Messageboard, Forum, FTP Site, WebEx, and Product Information. The main content area displays a list of documents under the heading 'Last Modified'. The documents include folders like ActiveXControls/, Batch/, Crystal/, Database/, Functionality/, Installation/, KPI/, Newsletters/, Patch/, ReleaseNotes/, TableLayouts/, and UsersConference/, along with individual files like Jan 08 2007 08:21:59 AM, Feb 19 2008 12:17:20 PM, etc.

Download the latest Help Guides...

-Online interactive table layout guide to assist in adhoc reporting...

The screenshot shows the AssetWORKS website interface. The top navigation bar includes links: Home, Submit Ticket, View Tickets, Search Tickets, Downloads, Table Guides, Customer Training, File Sharing, General Inquiry, Marketing, FuelFocus, Forum, FTP Site, Demo Site, WebEx, Product Information, Contact Us, My Profile, Control Panel, and Log Out. The main content area displays the 'Download Table Guide' page, which includes a table of columns and their properties. The table has columns: COLUMN NAME, DATA TYPE, RELIABLE, DATA DEFAULT, COLUMN ID, PK, and COMMENTS. The rows include: COMPANY, ACCIDENT_ID, ACCIDENT_IDO, ACCIDENT_IDO_AMT, ACCIDENT_CAUSE, ACCIDENT_DESCRIPTION, ACCIDENT_DT, ACCIDENT_SUB_AMT, ACCIDENT_TYPE, ACCIDENT_VVO_BB, and DAMAGE_NOTES.

Register for Webinars or watch archived previous sessions

Upcoming Webinars

View Tech Tips

M5 version 2.5.0 New Release

AssetWorks is happy to announce that M5 v 2.5.0 will soon be available for download from the Customer Support Website. Join us for a Free Webinar and get a sneak peek at the New Features available in M5 v 2.5.0. Hosted by Liz Danenhower

Click here to register

Friday, June 25th
2pm EST (11am PST)

Webinar Archives

Topic	Date
Understanding How Your Fleet is Performing (Performance Measurements & Metrics)	2010-05-06
M5 Telematics	2010-02-23
M5 v 2.4.0 Enhancements highlights	2010-02-17
Zoom Systems Integration Webinar	2010-01-29
Ad-Hoc Reporting	2009-08-04
Networkfleet Integration	2009-07-22
Networkfleet Powerpoint Presentation Download	2009-07-22
Mapa Integration Download	2009-06-24
Mapa Integration	2009-06-24
M5 Release 2.3.0 Webinar	2009-05-26
Introduction to FuelFocus Webinar	2009-05-19

New Releases and Patches:

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

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

There are typically two scheduled major releases a year and intermittent 'patch' or fix releases. Customers are always given advance notification of all releases. All customers who are current on maintenance may access the releases and patches. AssetWorks recognizes the hurdles some organizations face when upgrading a production application and are sensitive to keeping upgrades to a minimum and making those upgrades as easy as possible. AssetWorks has developed an InstallShield based upgrade application that automates most of the process. Additionally, because of the web architecture the upgrade need only be applied once to the production environment and does not need to be rolled out to individual user machines. With this approach it is possible that an upgrade can be applied and operationally deployed in less than a half a day.

AssetWORKS



Fuel FocusTM

Fuel Management System

FuelFocus® Overview

Introduction

About FuelFocus®

Fuel is the life-blood of any fleet organization, but it's notoriously difficult to manage. Without proper control over the dispensing of fuel and other fluids, organizations suffer from shrinkage (waste and theft), cost overruns, and a general lack of accountability. AssetWorks helps solve these problems by offering FuelFocus®, a state-of-the-art automated fuel and fluid management system. FuelFocus® offers REAL TIME, fully-integrated connectivity to help your organization improve accountability for metered and pulsed consumables, including gasoline, diesel, propane, CNG, LNG, glycol, and lubricants. Better accountability can translate into **fuel consumption savings of up to 15%, and reductions in shrinkage of 10 – 20%**. The FuelFocus System can operate on keypad entry, read any type of magnetic stripe credit card, multiple formats of smart proximity card technology, and via radio frequency by equipping your vehicles with a "black box" solution that can automatically transmit meter reading information along with engine diagnostics and other measurement data by simply inserting the nozzle in the fuel tank.

A Complete Solution

FuelFocus® processes the issue, receipt, and transfer of all fuel and fluid consumables, including commercially purchased fuel. When integrated with the FleetFocus™, AssetWorks' comprehensive fleet management software solution, FuelFocus® validates data like vehicle, user and department ID, meter readings, dispensing fluid, and fuel tank capacity against values stored in a **single, centralized database**, enabling the following benefits:

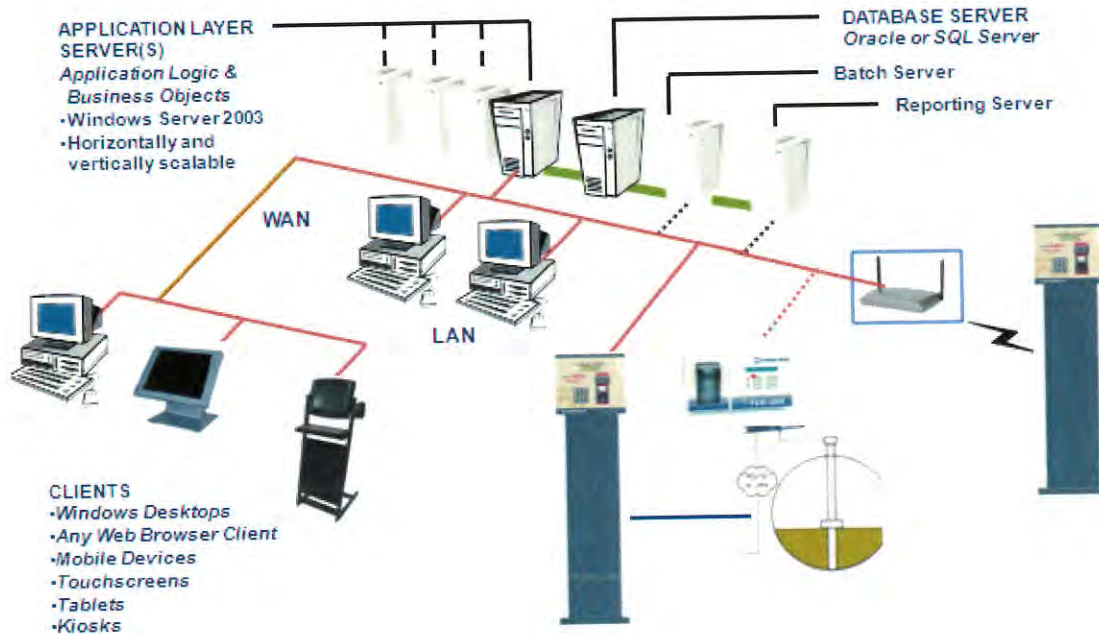
Greater Efficiency – Because FuelFocus® is integrated with your FleetFocus™ management system, all pertinent information is maintained in a single database, eliminating the need for multiple systems.

Cost Savings –With a single data source, FuelFocus® will not allow operators to pump more fuel into the vehicle than its known fuel tank capacity nor allow the wrong fuel type to be dispensed.

Accuracy and Consistency of Information –With a single data source, FuelFocus® will always validate and update meter readings in real-time, key information is always current (e.g. work order information, fuel transactions, motor pool tickets, and usage tickets.) The timeliness of preventative maintenance scheduling is improved with more accurate hour meter and odometer readings.

Greater Access to Information – Fuel consumption data is available from any authorized workstation on the system, and vehicle maintenance data is available at the FuelFocus® Island Controllers.

FuelFocus Communication Infrastructure



FuelFocus Capabilities

Positive List Validation

Fuel cards are validated in REALTIME to a positive file in the FleetFocus® database to insure proper authorization of all parameters like tank capacity, products allowed, and odometers as opposed to some competitive systems which only validate against a negative file of lost/stolen/terminated cards.

Hybrid Operation

Functions either in an on-line or standalone mode - no dependency on phone lines, dedicated lines are not required. In the case of power failure at the site, the remote controller will reboot automatically on resumption of power.

Interface to Tank Level Sensors

The FuelFocus® System can automatically capture information from any TLS System that utilizes the standard Veeder Root Communication Protocol. This option allows the FleetFocus® database an extra level of inventory reconciliation by comparing book inventory with to physical quantities and journal the adjustments for a complete audit trail. The TLS Interface can also automatically alert you through the FleetFocus application of any tank alarms in REALTIME.

Expansion Capabilities

The system may be expanded to the following capacities through board additions and/or software upgrades:

- Up to 16 hoses per controller (island)
- Unlimited number of fuel islands
- Unlimited # of vehicles (matching your FleetFocus software licenses)
- Unlimited # of employees
- Radio Frequency Upgrade

User set pump time-outs by island

This feature allows the user to define how long a hose may be "off hook" and not dispensing fuel before the pump authorization is terminated. This reduces the chances of a second vehicle filling under the authorization of the previous vehicle.

User set meter entry check

This feature allows the user to set the number of times to query the user when an invalid meter reading is entered. Further parameters include whether fuel should or should not be dispensed without a valid meter entry. This feature is available down to the unit level

Fill quantity edited against tank size and meter

This feature allows the user to control the amount of fuel dispensed against the vehicle tank size and against a validated meter reading and the expected consumption based on its last several fuelings.

Fuel type to vehicle cross-check

The type of fuel to be dispensed is edited against the fuel type of the vehicle to prevent such occurrences as gasoline being pumped into a diesel vehicle.

Preventive Maintenance Cut-off or limits

This optional feature allows the FuelFocus® Island Controller to notify a vehicle if it is overdue for a PM by displaying a message to the operator during the authorization process. A parameter may be optionally set to limit or cut off fuel dispensing if the vehicle is severely overdue.

Standalone operation to a 100,000 transaction limit at any site

Memory in the FuelFocus® Island Controller is sufficient to contain in excess of 100,000 fueling transactions. This capability provides complete redundancy should the realtime network connectivity or the FleetFocus® server ever go down.

Emergency manual override with audit trail

In the event of system malfunction or emergency situations, the system can be manually overridden (requires a key and knowledge of which switch to set). Whenever a transaction is dispensed in bypass, this activity is journaled, providing an audit trail of such overrides.

Number of Fuelings per day

The FuelFocus® System can limit the number of times a vehicle can fuel in a calendar day.

Consumable Control

The system can also control other non-fuel consumables such as add-oil, and ATF if these fluids are dispensed through automated dispensers.

Allow Defueling

This feature allows authorized employees and dispensers the ability to return fuel into the UST or AST on site by the use of a special suction pump.

Employee ID Required per Vehicle

This feature allows the versatility of requiring an employee ID for a fuel authorization on some vehicles while not requiring it on others. This feature is available down to the unit level.

Support Employee Pin Number

This enhancement allows for the capture of a employee PIN number in addition to their Employee ID number as an extra level of security. This feature is available down to the individual employee level.

FuelFocus® Island Controller Events

This enhancement will pass the bypass mode tag, pulser failure message, and Veeder Root tank alarms to the FleetFocus® application. These events can be sent to a printer, cell phone (as email) or as an email with the MAXQueue Notifications Module.

FuelFocus® Island Controller Log Files

The FuelFocus Island Controller stores in excess of sixty days of log files. These log files record every keypunch, card read, smart card read, RF Vehicle ID box read, and all messages sent to the display in easy to read format so that a client can recreate a system hiccup – whether a user issue, software issue, or hardware issue and determine how to take corrective action. This is a very powerful tool and only FuelFocus has it.

FuelFocus™ Telematics Information

When the FuelFocus Wireless Automated Solution is being utilized, the FuelFocus RF Vehicle ID Box can not only transmit odometer and engine hour readings, but also engine diagnostic trouble codes and engine measurement data as listed below.

Data	Description
Engine Data	
Minimum engine oil pressure	The lowest engine oil pressure reported by the vehicle since its last fueling
Minimum charging voltage	The lowest vehicle battery voltage recorded since the vehicle's last fueling
Maximum engine RPM	The greatest engine speed reported by the vehicle since its last fueling. For at least 2 seconds
Maximum vehicle speed	The greatest vehicle speed reported by the vehicle since its last fueling. For at least 2 seconds
Engine oil level	The fill level of the engine oil at the time of the current transaction. As % from a the full level
PTO time	Total time that the power takeoff switch has been engaged (active), in hours
Maximum engine coolant temperature	The greatest engine coolant temperature reported by the vehicle since its last fueling
Stop idle time	Total time that both the engine has been running and the vehicle was not moving, in hours speed=0 and rpm<>0
Engine run time	Total time that the engine has been running, in hours
Fuel Consumption Data	
Fuel level	Fuel quantity in tank in % of full tank capacity. Can also measure amount of fuel in tank (%) before and after filling.
Time since refuel	Amount of time since the vehicle was last fueled
Odometer readings	Odometer readings are taken at the time of fueling

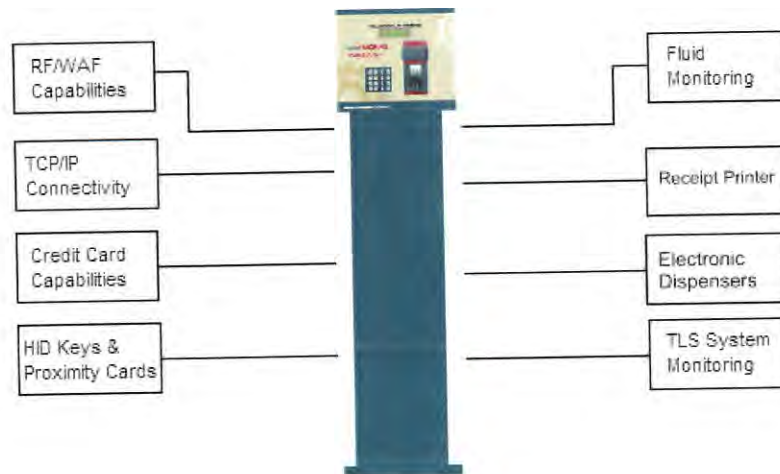
With all the valuable data that is available to you, having an integrated telematics solution is paramount to maximizing your efficiency. The FleetFocus Telematics module can reduce the amount of time spent manually moving or collecting data, improve accuracy through automated processes, and streamline your maintenance processes through a single portal to view all relevant fleet information.

FuelFocus® Component Descriptions

FuelFocus® Island Controllers

The FuelFocus® Fuel Management System (FMS) is a comprehensive fuel management package providing automated fuel dispensing for fleet operations. The primary control device of the FuelFocus® Fuel Management System is the FuelFocus® Island Controller. The FuelFocus® Island Controller is located at the fuel island and it is used to control and record all fuel dispensed to fleet equipment. The FMS software provides inventory management features, tank sensing interfaces and fuel consumption control features.

FuelFocus® FMS enables users to tailor the system to meet varied operational demands (no card, one card, two card and input editing checks), as well as to expand the choices with minimal hardware modification.



Each FuelFocus® Island Controller contains an internal microprocessor that operates on the Windows XP embedded platform and has undergone rigorous testing by an external computer security company – virtually guaranteeing unrivaled uptime and protection from viruses. While the FuelFocus® Island Controller is designed to operate with a realtime network connection to the FleetFocus application, it has the capability for full authorization of all parameters should this connectivity ever be lost. All data transactions that occur without realtime connection to the FleetFocus application are stored in the FuelFocus® Island Controllers 1GB of internal industrial flash disk memory. All FuelFocus® Island Controllers have been load tested with a complete database of fifty thousand vehicles and fifty thousand employees, and can store in excess of 100,000

transactions in memory. With this comprehensive backup system, all FuelFocus® users in essence have a redundant system should the primary fail, far outweighing competitive systems.

All FuelFocus® Controllers have a four line by thirty character backlit display and the ability to accept data input from a variety of sources, including but not limited to:

Proximity Keys or Cards

The FuelFocus® Island Controller is adaptable to most any reader available on the market today, including Proximity Cards or Keys from HID, AWID, Motorola Indala, GE Security, Honeywell and others. Note that all keys and cards from HID and others, as opposed to a proprietary key offered by competitors, come with an unlimited warranty directly from the manufacturer against defects in workmanship and loss of programming.



Magnetic Stripe Cards

The FuelFocus® Island Controller utilizes a dual side card reader that is proven in the industry as it is the same as employed in all retail commercial dispensers. This reader can read any magnetic stripe cards – either user proprietary cards from a previous fuel management system or any commercially available card including:



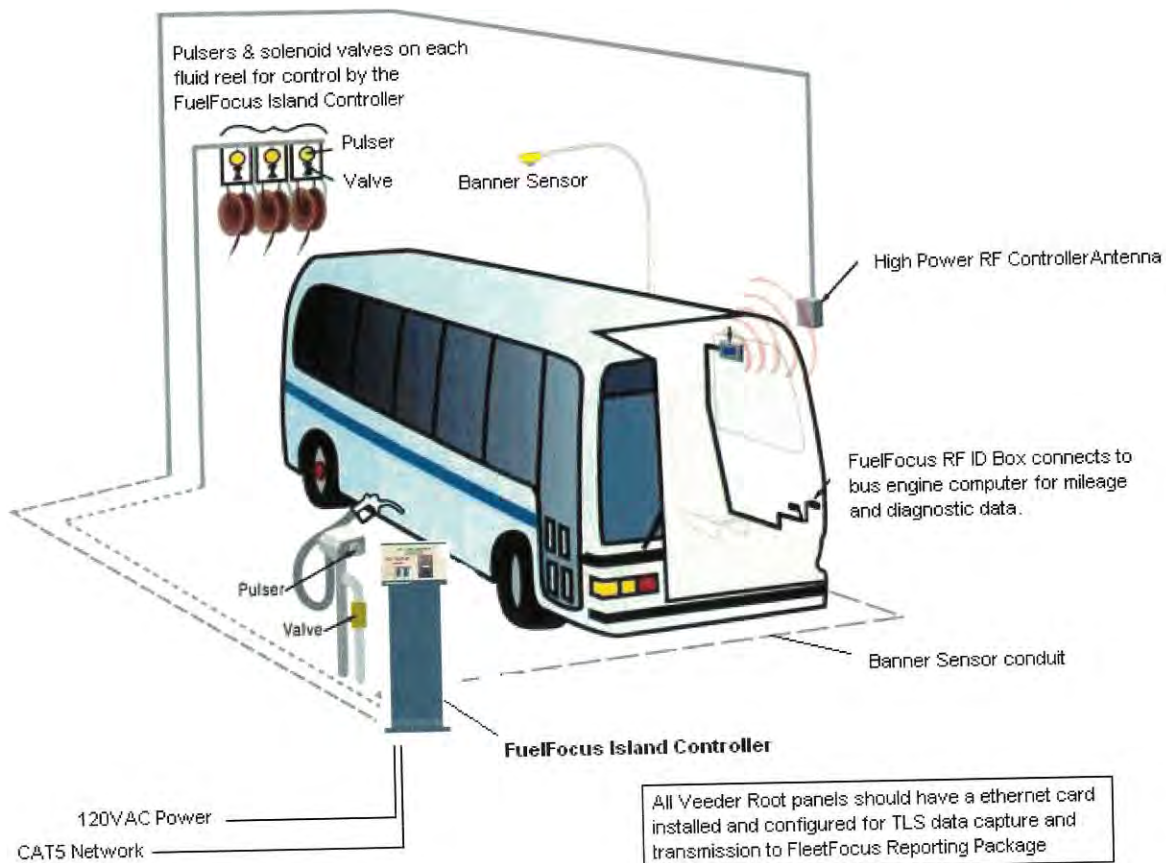
Metallic Keypad

The button type keypad is environmentally sealed and has been proven reliable for years of constant use. The keypad consists of 16 keys total, 11 number keys, and 5 function keys



High Power RF Controller Antenna

The FuelFocus® System proposed includes the use a high power RF antenna receiving unit positioned centrally at each fuel location to allow electronic reading of bus number and mileage from vehicles. These receiver units shall receive the vehicle number and mileage for each bus as they approach and enter the fuel lane. This information is communicated to a FuelFocus® Island Controller for processing automatically as the nozzle is inserted into the bus. See diagram below.



RF Vehicle Identification Box

RF Vehicle Identification Boxes may be used for true "card-less system". With the addition of a High Power RF Controller Antenna to the FuelFocus® Island Controller odometer readings, engine hour readings, and vehicle identification numbers are automatically transmitted via a wireless radio signal - hence no operator intervention is required. Simply insert the fuel nozzle equipped with a passive tag into the filler neck and all data is passed seamlessly to the controller - no wires on the hose or custom swivels to break as with competing systems. The RF Vehicle ID Box comes in a variety of configurations, ranging from pulse counting models that have been in use for over twenty years to canbus versions - that tap into the vehicle diagnostic port and obtain the meter readings directly from the engine computer. J1708, J1939, and OBDII protocols are supported. The RF Vehicle ID Box is in a metal self-grounding enclosure to prevent susceptibility to RF noise, has two LED's to



indicate power, communication to the canbus network and WAF communication – making it very easy to diagnose and monitor the current status and increased memory capability for future enhancements.

Vehicle Fuel Inlet Antenna

The Fuel Inlet Antenna is an antenna that mounts to the vehicle's fuel tank fill pipe inlet. It connects to the RF Vehicle Identification Box with a shielded cable and activates the nozzle tag to transmit its tag number to the Vehicle Identification Box. AssetWorks has a variety of Fuel Inlet Antennas available with varied inside diameters and thicknesses to fit any vehicle fuel tank inlet. The Fuel Inlet Antenna, in conjunction with the nozzle tag helps ensure that the nozzle remains in the vehicle being fueled. No misappropriation issue as is common with ground loop technology used by competitors.



RF Vehicle Box Programmer

If a client is installing the RF Vehicle ID option as described above, a programmer is a necessary component. The Vehicle Programmer is used to program the RF Vehicle ID Box once installed in a vehicle with its appropriate identification number and other pertinent data such as the ability to select canbus type, primary meter, optional secondary meter, and beginning readings dependent on the model used. The Vehicle Programmer is also used to calibrate vehicles meter readings, a necessary step after at least one hundred (100) miles of use. Once calibrated, the RF Vehicle ID Box should remain accurate to within a 1% margin of error.



Passive Nozzle Tags

The FuelFocus® Nozzle Tag is a small transceiver that can be installed on all types of fuel nozzles. Like a toll collection tag, sleep mode is the default state of a nozzle tag and it is activated by the RF Vehicle ID Box every time the nozzle is inserted in to the fuel tank inlet. The nozzle tag is battery powered and lasts approximately five years under normal conditions. The nozzle tag is an important facet in the RF fueling process of a vehicle in that it ensures the nozzle remains in the vehicle during the fueling process. No custom hose fittings, wires in hoses, or custom swivels. STANDARD hoses and nozzles can be fitted with FuelFocus® solution.



Ultrabeam Banner Sensors

FuelFocus® uses a Banner UltraSonic Sensor Model SUA925QD in our transit solutions. The Banner 925 Series ULTRA-BEAM is an economical ultrasonic sensor with relay output and a sensing range of 20 inches to 20 feet. The ULTRA-BEAM is ruggedly constructed with epoxy-encapsulated circuitry and housed in a tough, corrosion-proof VALOX® enclosure. The ultrasonic transducer is protected by a stamped metal screen. The transducer will not be damaged by temporary contact with moisture, but must be kept free of heavy contamination for efficient operation. See the drawing below for placement. The Banner Sensor acts as an “on/off switch” for all fluids being dispensed in a fueling position by determining when a bus is in the lane. Since there are no on switches or pump handles for fluids, the Banner sensor is utilized.



FuelFocus® Mobile Controller

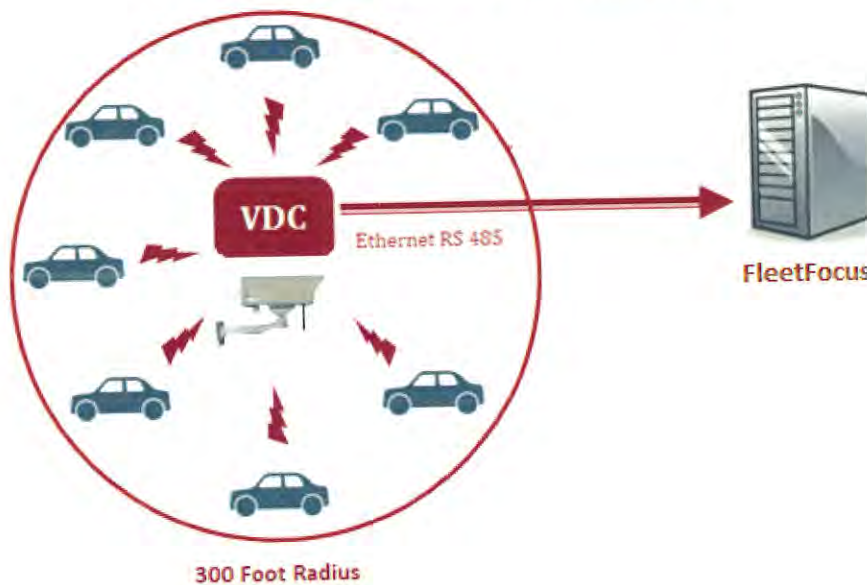
The FuelFocus® Mobile Controller is a complete fuel management solution made for mounting on a mobile fuel truck. The Mobile Controller is installed in the fuel tanker cab or rear compartment on the vehicle. It is connected to the tankers meter pulser and an electric solenoid valve that must be installed. The Mobile Controller is designed to provide a solution where the capture of valid fueling activity is imperative in a mobile fueling environment. The Mobile Controller has all the same capabilities as the FuelFocus® Island Controller; with the exception that it has a maximum hose limit of two hoses. This means that you can utilize the keypad, proximity keys, cards, or RF Vehicle ID devices. There is also an option for using a wireless handheld device for remote authorization of the Mobile Controller. The Mobile Controller can provide the same REALTIME authorization with the FleetFocus™ database if connected either with GPRS or a wireless LAN and within this wireless LAN's coverage area. When the Mobile Controller loses connectivity by driving outside of this range, it will continue to operate like the standard Island Controller by utilizing the whitelist of vehicles stored in internal memory and is updated daily from the FleetFocus™ server. Once the Mobile Controller comes back within wireless range, the network is automatically recognized and all transactions performed in the field are automatically uploaded and a new whitelist is downloaded. While the Mobile Controller comes with an internal 802.11 card, AssetWorks recommends that this be reserved for use with Mobile Controller accessories such as a handheld device and the client should supply their own wireless device meets their specific security requirements for connectivity to the FleetFocus database.



FuelFocus® Vehicle Data Collector

The FuelFocus® Vehicle Data Collector enables online wireless capture of odometer and/or engine hour readings from vehicles equipped with the RF Vehicle Identification Box. This data capture will occur automatically when a vehicle passes within a three hundred foot (300') range of the High Power Antenna. This antenna is connected to any PC running the proprietary VDC Software with LAN connectivity to the FleetFocus™ Server. The end result is you can have daily accurate meter readings without fueling or at locations that do not have a FuelFocus® Island Controller. The Vehicle Data Collector is comprised of three components: High Power Antenna, RFU Unit with Power Supply and RFU to PC cable. See diagram below.

AssetWorks Vehicle Data Collector



Paymentech Retail Credit Card Processing Option



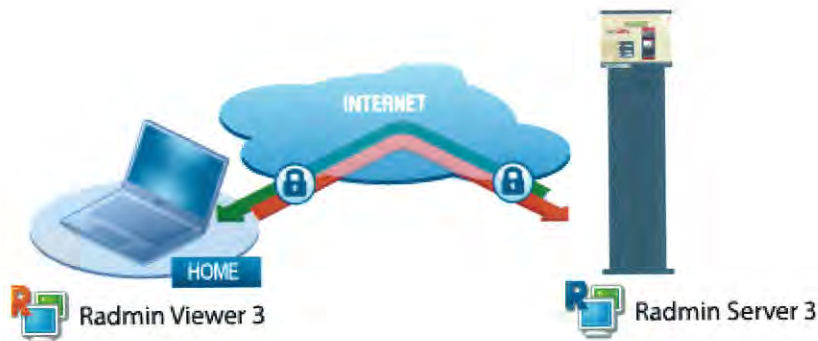
Another sign of the versatility of the FuelFocus® System is the Paymentech option. AssetWorks has developed an interface with Paymentech to allow the end user the ability to permit outside clients to fuel at their locations and utilize a commercial credit card to purchase this fuel. This allows a client to fuel outside companies or sister municipalities without having to add vehicles to the FleetFocus™ database and/or worry about billing. Chase Paymentech, a subsidiary of JPMorgan Chase (JPMC), is a global leader in payment processing and merchant acquiring, capable of authorizing transactions in more than 130 currencies. In 2008, Chase Paymentech processed more than 21.4 billion transactions with a value exceeding \$713.9 billion*, including an estimated half of all global Internet transactions.

Product Tools

AssetWorks supplies our clients with many tools that assist the client in utilizing the FuelFocus® System. These tools include:

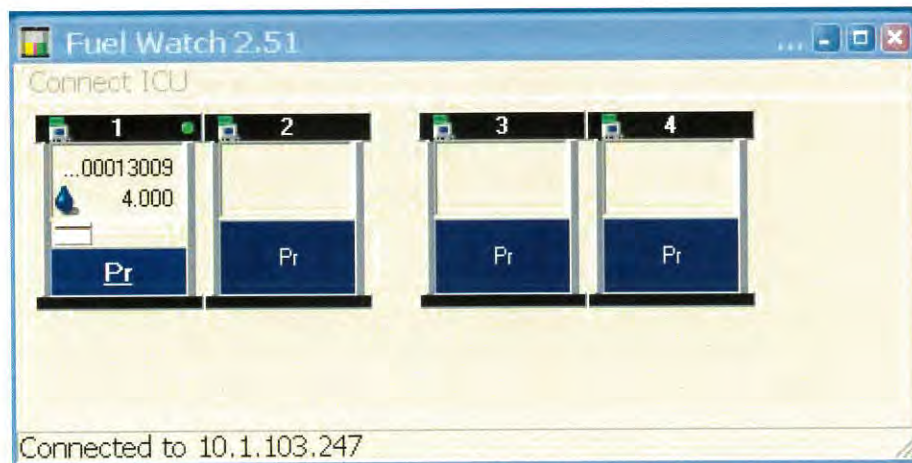
Radmin 3.4 Remote Control Software

Radmin (Remote Administrator) comes licensed on every FuelFocus® Island Controller and is the world famous, award winning secure remote control and access software which enables you to access the FuelFocus® Island Controller remotely. This very powerful tool allows you to perform system upgrades remotely, and copy and analyze log files. The FuelFocus® Island Controller stores every keypunch, card read, RF Vehicle ID Box read, and responses sent to the display to prompt the user for every transaction. These log files are kept for a period of fourteen (14) days – with the oldest day being deleted to make room for the latest. This allows a user to go back and recreate any transaction days after the fact if a problem has been reported. No competitive system known has this unique capability. Use of this package should be limited to experienced users only. See diagram below.



 Fuel Watch 2.51

Fuel Watch also comes licensed on all FuelFocus® Island Controllers and this package allows a REALTIME view into your remote fuel islands in a graphical user interface. While you cannot control, stop, delete, or add transactions, you can validate system functionality, condition of pump bypass, and validity and accuracy of pulsers. See diagram below.

**RF Vehicle Starter Kit**

This kit is sold to all clients that are planning on utilizing the RF Vehicle ID option of the FuelFocus® Island Controller. This kit includes a sample fuel inlet antenna kit (one of each size of fuel inlet antenna available to be used as a template in deciding what sizes are needed to out-fit your fleet). The kit also includes a Canbus Tester – for determining if a vehicle is Canbus compliant and a J1708/J1939 Tester for heavy duty equipment to determine which protocol your vehicle is supporting. There are also two RF Vehicle ID Box flash tools, for updating the flash EPROM of our vehicle units so that they never run out of available features and technology changes. These tools aid the client in the transition to the world of RFID for fueling systems and make it as painless as possible - another differentiator that AssetWorks has.

Future Vision

AssetWorks is always investing resources on new developments for all their product lines, including the FuelFocus® System. This development is generally driven by customer requests and changes in technology. Current future plans for the FuelFocus® System include upgrades to the RF Vehicle ID Box – allowing it to capture additional data such as tire pressures and other specific client requests. Additionally, have just added Hydrogen Dispensing to our repertoire of products monitored through the FuelFocus® system. We are constantly developing and providing customers with new FuelFocus® reports, Dashboards and Notifications. AssetWorks strives to be technologically forward in its approach but never loses sight of the needs of our valued customers.

Challenges

As with any new technologies, there are always growing pains. While AssetWorks engineering support has worked its best to minimize these, there is always the possibility of situations that arise that cannot be simulated in a lab or test environment. One example is when a vehicle manufacturer changes the code set for accessing data from the ECM. This occurred recently on Dodge Avengers. Once it was discovered that the current release of the FuelFocus® RF Canbus Vehicle ID Box was not able to obtain meter readings from these vehicles (while all other Chrysler products including past years of this vehicle have worked), AssetWorks in conjunction with our client worked to get the new codes from the manufacturer. Within 48 hours of receiving this information from Chrysler we provided the end user with a solution and the tool to update all their current inventories of RF Vehicle ID Boxes. Another challenge we have experienced and are now confident we have solved is RF noise on large vehicles, especially busses. While no particular bus manufacturer stands out more than others, we have worked with several manufacturers engineering support and clients on this issue over the past few years. With the addition of new power filters, stricter installation procedures and documentation, and a new high power nozzle tag we are getting extremely favorable feedback from the client that this issue has now been resolved also.

AssetWorks (nor any competitive product) cannot guarantee a product will work forever – nor work with technologies that are not even developed yet – but we can guarantee that with your help we can work together to resolve any issue in a timely fashion.

AssetWORKS

FleetFocusTM

System Requirements

FleetFocusTM M5

Version 3.0

July 2013

AssetWorks

FleetFocus™ M5 System Requirements

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2. FleetFocus™ M5 Environment	4
3. M5 Server Requirements	8
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FleetFocus™ M5 System Requirements

1. TECHNICAL ARCHITECTURE OVERVIEW

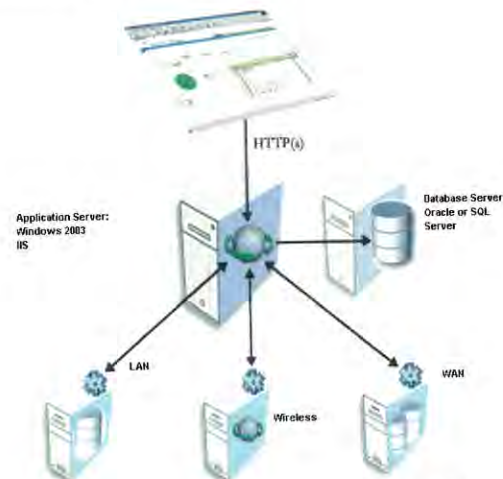
FleetFocus™ M5 is an N-tier, Web-based architecture that is supported from a centralized location. This design will provide easy access to all data in the system and can minimize network support and maintenance activities.

The M5 Fleet Management application is developed using Microsoft's Distributed interNet Applications Architecture (.NET), a state-of-the-art application development model for the Windows platform. FleetFocus™ M5 application was developed using openly available programming languages and software applications, including:

- **Presentation (.ASPX pages):** HTML, DHTML, Java Script, XML, SQL
- **Components/Executables:** Visual Basic, .Net, C#, XML, SQL, custom Web Services
- **Database:** Oracle 10g v2/11g or SQL Server 2005 or 2008
- **Reports:** Crystal Reports, Business Objects Enterprise XI R3.1., Crystal Reports Server 2008

The FleetFocus™ M5 application consists of the following tiers:

- **Application** – FleetFocus™ M5 is a .NET based browser application. The application is hosted on Windows servers (Windows 2003/2008) running Internet Information Services. The application can be installed using a Virtual Machine configuration and/or load-balanced multi server environment.
- **Database** – FleetFocus M5 supports either Oracle (10g v2, 11g) or SQL Server 2005/2008 based databases running on their own server(s).
- **Reports** – FleetFocus M5 employs Business Objects Enterprise XI Release 3.1 or Crystal Reports Server 2008 as its reporting platform and is directly integrated into the FleetFocus InfoCenter module. AssetWorks supplies Concurrent Access Licenses that allows the application to be used with multiple processors. The Business Objects Enterprise server and CRS 2008 require a Windows operating system.
- **Client** - The user accesses the system using Microsoft Internet Explorer. The individual client work stations require a Microsoft OS capable of supporting Microsoft Internet Explorer version 7.0 or better. FleetFocus™ M5 is compliant with Windows XP Service Pack 3, Windows Vista or Windows 7 and supports Internet Explorer 8.0 and 9.0.



FleetFocus™ M5 System Requirements

2. FLEETFOCUS™ M5 ENVIRONMENT

Several options are available in setting and configuring the FleetFocus™ M5 environment(s), depending on the user, performance and failover requirements. Typically an installation needs at least three (3) environments: testing, training and production.

2.1 PRODUCTION

The FleetFocus™ M5 system is composed of many separate server functions. Understanding these functions is a prerequisite in determining the hardware requirements. Any of these servers can be combined onto one physical machine depending on the number of users and the failover requirements of your installation.

The recommended production environment consists of the following servers:

Web Application Server – The M5 application server is a Windows web server(Windows 2003 or 2008) running Microsoft IIS. This server requires approximately 4 gig of space beyond the OS requirements.

In the case of a large user base and/or the need for failover for the M5 application, load balancing should be considered. The M5 system is 'stateless' so user requests can safely be spread across a farm of servers or setup in a Virtual Machine-based configuration.

If M5 is installed in a load balanced environment, a shared file system must be made available that can be accessed from all the load balanced servers. This file system area is used to store file attachments. A shared area is also needed for temporary images generated by the Graphics Server processes and for Crystal Reports with a destination of the M5 in-bin.

The same M5 application server can also support more than one M5 environment, such as production (current) version training; however, each environment **must be the same exact version of M5**.

Business Objects XI server/ Crystal Reports Server 2008– The Business Objects Server/CRS 2008 is responsible for running and distributing all Crystal reports launched from the M5 application. Typical installation recommends that the Business Objects Server/CRS 2008 ("Reports Server") be installed on a separate machine. This set up will ensure that report execution will not have an impact on online performance/response. The MySql database is installed by default, but both Oracle and SQL Server databases can be used. This server requires approximately 40 gig of space beyond the OS requirements.

Business Objects Enterprise can be installed on several machines operating in parallel thus providing redundancy in the event of server failure. To install Business Objects Enterprise in a failover environment *at least three servers are required*: two for service redundancy and one to house the database shared by the other two. In a failover environment the Business Objects Enterprise database can usually be installed on the same machine as the M5 database to reduce the hardware requirements. The CRS 2008 server cannot be load balanced. It is a single server solution.

FleetFocus™ M5 System Requirements

Database server – The M5 system supports both Oracle and SQL Server databases. Oracle Enterprise Edition is required for multi-company support and is also recommended for larger implementations because of its read consistency features. Oracle is supported on both Windows and UNIX machines. SQL Server will require a Windows server. The FleetFocus™ M5 instances can be installed on an existing database server alongside other, non-M5, database instances.

Batch Server – The Batch Server is responsible for processing all batch jobs other than Crystal Reports. It executes jobs such as interfaces, Forecaster and Billing. This server requires approximately 4 gig of space beyond the OS requirements.

The designated Batch Server cannot be load balanced. If a single application server is used, the batch server can be installed on the web server. In a multi-web server configuration, a separate batch server is required. The Batch Server does *not* perform any time critical functions that require a failover setup.

Database Maintenance computer – The computer on which the Database Maintenance is performed is never its own server. The installation of the program necessary to perform Database Maintenance is typically installed on the database machine (Windows *only*) or the batch machine but it can be installed on any windows server or workstation. The DB upgrade process is executed once during the initial install and at *each subsequent M5 upgrade for each M5 database* at a client site. It is important that this process be run from the *same place on the same machine* in order to access log files from previous runs if necessary.

2.2 TEST

Users will need to support more than one version of M5 to test upcoming releases and patches before placing them into production. ***It is highly recommended that all customers setup and maintain a test environment independently of the production environment.*** There are no additional FleetFocus licenses needed to setup a test environment.

The architecture of the application does not permit different versions to reside on the same application environment or in the same databases instances. Customers must have a separate test environment to test a production release or maintenance patch without upgrading production directly.

The test environment does not have to directly mimic the production configuration, although this is a more accurate test of the applications expected performance. Customers have the option of configuring a single test server that includes the application, database and reporting software. This is not recommended for a production environment.

The M5 Application server and Batch server cannot support multiple versions of M5. The Business Objects Enterprise/Crystal Reports Server and the database server can all support multiple versions of M5. You still may want to consider separate machines, if possible, so that you can test new versions of Business Objects Enterprise that are required for some releases of M5 and the database software without impacting your production environment.

FleetFocus™ M5 System Requirements

2.3 TRAINING

It is recommended that a training environment be installed on both the test and production servers. Customers can set-up a training presentation tree in either the production or test application server and use that URL to access the training version for each release.

Setting up a training environment on the application server will allow for users to train in a real-world environment using the current production-quality data and software. If you want to train on an upcoming release then a second training should be installed on the test machine where the latest M5 upgrades are applied first. If end users cannot access these machines because of firewalls it may be necessary to setup your training environment on only the production machines.

The only requirement for a training environment is to maintain a separate training database instance to keep training data from entering the production database. This instance can be routinely updated with an export from the production database. If a second test release training environment is used, the current test database instance can be used for training.

The training presentation pages simply point to the training database, keeping the training data from corrupting production records. By using the current and future production environment for training, users can easily transition from the class room to the shop floor as the user interface and functionality will be same in both environments.

2.4 CLIENT CONFIGURATION

For all configurations, client workstations should be at least 1GHz Pentium III-based computers running Windows XP, Vista or Windows 7. We recommend at least 512 MB of RAM and 1 GB of available hard drive space. **FleetFocus™ M5 requires IE 7.0 or higher** with a minimum display resolution of 1024x768 pixels for proper viewing of all field information in all screens.

It is also recommended that each work station have the free Adobe viewer add-in component installed. This will allow users to view the standard FleetFocus™ M5 reports as a .PDF file.

Another recommend application, but not required, is Microsoft Office. The FleetFocus™ M5 application has the capability to use the Window's Clipboard to copy information from the presentation pages and paste it directly into Excel, Word or PowerPoint. Additionally reports can be exported to the .XLS and .DOC file formats.

ActiveX Requirements

M5 uses three client-side ActiveX controls. One performs spell checking for notes entered by the user, one prints bar codes on a client attached bar code printer and the last is for the optional Screen Designer functionality requiring 'MS SilverLight'. If the user has sufficient authorization these controls will automatically install when the user references them. If this ability is locked down, the controls will either be unavailable or they must be installed by an administrator.

An executable is delivered in the M5ActiveXInstall.zip file that will pre-install the Active X controls on PCs that are locked down.

FleetFocus™ M5 System Requirements

2.5 COMMUNICATIONS INFRASTRUCTURE

The FleetFocus™ M5 Database and Application servers require at least a 100/1000 Mbps Ethernet connection to each other. The FleetFocus™ M5 Workstation requires at least 256 KB connection to the Application server and runs over Local Area Networks, Wide Area Networks, an Intranet, the Internet, or Broadband connections.

For connections less than 256KB, Terminal Server or Citrix should be utilized.

FleetFocus™ M5 System Requirements

3. M5 SERVER REQUIREMENTS

3.1 SERVER HARDWARE CONFIGURATION

The following tables describe the recommended server hardware requirements for a typical FleetFocus™ M5 production environment for two different size fleet operations.

Exhibit 3-1: Up to 50 Concurrent Users

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	Windows 2003/2008	Windows 2003/2008	Any Oracle Supported OS	Windows 2003/2008	Windows 2003/2008
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1/Crystal Reports Server 2008	Oracle 10g	Oracle 10g / Oracle 11g	Batch Processes
			Oracle 11g	SQL Server 2005/2008	
Processors	1 Dual Core 2.8+ GHz Xeon	1 Dual core 2.8+ GHz Xeon	1 Dual Core 1.5+ GHz	1 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	4 GB minimum	4 GB minimum	4 GB minimum	4 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3	3 x 73 GB SCSI-3	200 GB SCSI-3	200 GB SCSI-3	3 x 73 GB SCSI-3
	Raid-5 (15k RPM)	Raid-5 (15k RPM)	Raid-1 (15K RPM)	Raid-1 (15K RPM)	Raid-5 (15k RPM)
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes (1)	Yes(BOE only)	No	No	No
Other	Shared File System required for attachment and report storage		Backup Library	Backup Library	

FleetFocus™ M5 System Requirements

Exhibit 3-2: Up to 200 Concurrent Users

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	Windows 2003/2008	Windows 2003/2008	Any Oracle Supported OS	Windows 2003/2008	Windows 2003/2008
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1	Oracle 10g	Oracle 10g/ Oracle 11g	Batch Processes
			Oracle 11g	SQL Server 2005/2008	
Processors	2 Quad Core 2.8+ GHz Xeon	2 Quad Core 2.8+ GHz Xeon	2 Dual Core 1.5+ GHz	2 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	8 GB minimum	8 GB minimum	16 GB minimum	16 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	500 GB SCSI-3	500 GB SCSI-3	3 x 73 GB SCSI-3
			Raid-1 (15k RPM)	Raid-1 (15k RPM)	Raid-5 (15k RPM)
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes – Optional	Yes	No	No	No
Other	Shared File System required for attachment and report storage		Backup Library	Backup Library	

FleetFocus™ M5 System Requirements

Exhibit 3-3: Greater than 200 Concurrent Users:

	Web Application Server	Report Server	Database Server		Batch Server
Operating System	Windows 2003/2008	Windows 2003/2008	Any UNIX Supported OS	Windows 2003/2008	Windows 2003/2008
Applications	Windows IIS FleetFocus™ M5	Business Objects Enterprise XI R3.1	Oracle 10g	Oracle 10g/ Oracle 11g	Batch Processes
			Oracle 11g	SQL Server 2005/2008	
Processors	2 Quad Core 2.8+ GHz Xeon	2 Quad Core 2.8+ GHz Xeon	4 x 1.5+ GHz	4 Quad Core 2.8+ GHz Xeon	1 Dual Core 2.8+ GHz Xeon
Memory	8 GB minimum	8 GB minimum	32 GB minimum	64 GB minimum	4 GB minimum
Disks	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	3 x 73 GB SCSI-3 Raid-5 (15k RPM)	OS disks mirrored (Raid-1)	OS Disks mirrored	3 x 73 GB SCSI-3
			2 TB Raw SAN Installed (Raid-1) for Data	(Raid-1)	Raid-5 (15k RPM)
				2 TB Raw SAN Installed (Raid-1) for Data	2 Gigabit Ethernet Cards
Network Card	2 Gigabit Ethernet Cards	2 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	4 Gigabit Ethernet Cards	Yes
Virtual Machine	Yes	Yes	Yes	Yes	Yes
Web Farm	Yes – Add 1 Server/200 Users	Yes	No	No	
Other	Shared File System required for attachment and report storage Cisco Content Services Switch with Redundancy for Load Balancing of Application Server Web Farm		Backup Library	Backup Library	

****It is highly recommended that a UNIX installation be used on the database server for more than 100 concurrent users.**

FleetFocus™ M5 System Requirements

3.2 SERVER SOFTWARE CONFIGURATION

This section details the server software prerequisites by specific server for the installation of the FleetFocus™ M5 application.

M5 Database Server

- Oracle Database: Version 10g or 11g
- MS SQL Server Database: Version 2005 or 2008

M5 Web Server

If Windows 2003 or 2008 Server:

- All Critical Updates from Microsoft
- Business Objects Enterprise (BOE) XI R3.1 (only needed if the BOE Enterprise Server will reside on the M5 Web Server) or BOE XI client (if the Business Objects Enterprise Server resides on a different machine).
- Oracle 10g or 11g Client with MTS Windows Interfaces (Oracle only)
- Internet Information Server version 7.0 or higher
- The IIS Web Service Extension “Active Server Pages” and “Server Side Includes” must be allowed.
- MS .NET framework version 4.0 (automatically installed by M5 if not already installed)

Business Objects Server/Crystal Reports Server

The Business Objects/CRS Server is required if the Web Server is not configured to house Business Objects Enterprise/CRS 2008. AssetWorks recommends that Business Objects Enterprise be installed on a separate server other than the M5 Web Server for performance and licensing reasons. Your organization's configuration may differ. If installing Business Objects Enterprise/CRS 2008 on a Windows 2003 server with Service Pack 2 installed, see the DEP Settings section contained in the Installation Guide before performing this install.

- Windows 2003 or 2008
- All Critical Updates from Microsoft
- Business Objects Enterprise (BOE) XI R3.1 or Crystal Reports Server 2008
- Oracle 10g or 11g Client with MTS Windows Interfaces (Oracle only)
- ODBC configured for target database
- Internet Information Server version 7.0 (W2003) or higher
- If Windows Server 2003 is the operating system, the IIS Web Service Extension “Active Server Pages” and “Server Side Includes” must be allowed

FleetFocus M5 Batch Server

- Windows 2003 or 2008
- All Critical Updates from Microsoft
- Oracle 10g or 11g Client with MTS Windows Interfaces (Oracle only)

FleetFocus M5 Client WorkStation

- Windows XP/Vista /Windows 7
- Internet Explorer 7,8 or 9

FleetFocus™ M5 System Requirements

4. OPTIONAL HARDWARE

AssetWorks can supply peripheral hardware to support various work-flow implementations. The following table describes the products currently available:

Exhibit 4-1: Optional AssetWorks Supplied Hardware

Product	Supported Functionality
LS 2208 Bar Code Scanner	Keyboard-attached bar code scanner: • Shop Labor Capture • Inventory Management
Motorola Wireless PDA w/FleetFocus™ MobileFocus License	FleetFocus MobileFocus Real-Time Applications: • Yard Checks • Labor Capture • Part Issues • Physical Inventory • Work Orders
Motorola Cradle & Power Supply	Required to connect and upload Store and Forward data from MC5590s recharge PDA device
Zebra Bar Code Printer Kit	Local Windows bar code printer • Print labels for parts and bins • Print labels of system codes for shop floor bar code stations
Zebra Bar Code Printer Kit w/ Printer Server II	Network bar code printer • Print labels for parts and bins • Print labels of system codes for shop floor bar code stations
ELO Touch Monitor w/ Carroltouch	Touch Screen equipped monitor • Shop Portal Module
AssetWorks DT120MX Shop Kiosk w/ 15" Touch Screen	Stand-alone PC workstation with key board, bar code scanner, and 15" touch screen monitor • Shop Portal Module
AssetWorks DT120MX Shop Kiosk w/ 17" Touch Screen	Stand-alone PC workstation with key board, bar code scanner, and 17" touch screen monitor • Shop Portal Module
AssetWorks DT120MX Shop Kiosk w/ 19" Touch Screen	Stand-alone PC workstation with key board, bar code scanner, and 19" touch screen monitor • Shop Portal Module

AssetWORKS

ABOUT THE ASSETWORKS DATA CENTER

AssetWorks has over 10 years' experience managing the hardware, operating system, database management system and application environments required for the development, testing, training, and production support of its client server and web-based applications. This experience has been built over the years through 24x7 customer service and Information Technology back-office support for our hosted services customers. In 1997, AssetWorks, with its solution FleetFocus, became the first in the Fleet Enterprise Asset Management (EAM) industry to offer hosting services as an Application Service Provider (ASP) to our valued client-partners. AssetWorks provides hosting services for our entire suite of EAM applications including FleetFocus, FacilityFocus/ AiM, and AssetMAXX. As testament to over a decade of service, AssetWorks can claim both private and public sector organizations as satisfied customers including the Department of Homeland Security.

BENEFITS OF HOSTED SERVICES

- ❖ Eliminates the initial outlay of capital for hardware, database, and operating system software
- ❖ Improves the level of application support AssetWorks can provide in support of your implementation
- ❖ Minimizes the cost to train and retain highly skilled technical staff
- ❖ Removes the responsibility for ongoing application support and maintenance from your IT staff
- ❖ Allows you to budget for a predictable cash flow for IT expenditures

AssetWorks employs database and IT infrastructure subject matter experts who manage our server and network infrastructure and provide performance monitoring and tuning services for the application and database servers, as well as for the network and communications infrastructure.

Moreover, our team supports these enterprise systems using "best practices" **system management controls** for critical aspects of IT support such as capacity management, change management, performance management, and problem management. **Security** for our customers and their data is also of paramount importance to us. We have established extensive policies and methodologies for system security including, but not limited to, restricted physical access to all hardware; multiple sets of firewalls; proxies, authenticated VPN sessions, and x.509 authenticated SSL sessions; and active change control processes.

AssetWorks has proven expertise in providing strategy and execution of single and multiple server environments based on our extensive IT experience. Our Data Center staff manages multiple upgrade, development, and production environments for more than 55 diverse organizations, including both small and large enterprise customers. Our hosting experience extends from small local governments with fewer than 300 vehicle equipment units to enterprise-wide implementations with more than 40,000 vehicles and 1,500 users.

AssetWorks has garnered this high level of trust from our customers because of both our experience and professionalism and our comprehensive Security Management and Disaster Recovery Plan. Since September 2006, and with annual renewals since then, the AssetWorks Data Center in Wayne, Pennsylvania maintains SSAE16-SOC 1 certification status by the independent auditing firm of Lurie Besikof Lapidus, LLP.

The SSAE16-SOC 1 is an auditing standard designed to enable an independent auditor to evaluate and issue an opinion on a service organization's controls. The audit report (i.e. the service auditor's report) contains the auditor's opinion, a description of the controls placed in operation, and description of the auditor's tests of operating effectiveness. In the case of the AssetWorks Data Center, the organizational controls, application development and maintenance controls, logical security and access controls, data processing controls and business continuity controls all were designated as meeting or exceeding standards. The standards are those set forth by the Information Systems Audit and Control Association (ISACA) and approved by the Public Company Accounting Oversight Board (PCAOB).

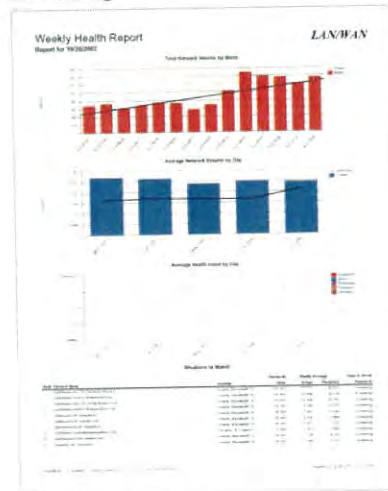


AssetWORKS

Additionally, the AssetWorks Data Center, and specifically the controls exhibited and enforced on the ASP (Application Service Provider) environment, has been granted the designation "Authorized to Operate" (ATO) as a system housing CUI (Controlled Unclassified Information) data at our facility based on the DOJ assessment using NIST 800-53 guidelines for FISMA (Federal Information Standards Management Agency) standards. This independent audit and subsequent designation was conducted by the Department of Justice (DOJ) at the request of the Department of Homeland Security (DHS), a current AssetWorks ASP customer.

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

- ⚙ Secure Data Center with 24/7 environmental monitoring with fire suppression.
- ⚙ Uninterrupted Power Supply & Dedicated Generator
- ⚙ Off-site back-up storage facility of daily media
- ⚙ Security monitoring
- ⚙ Tiered firewalls and data encryption
- ⚙ Dedicated hardware and networks
- ⚙ Optional remote 'mirrored cloud' server for immediate access in the event of disaster at the Wayne Data Center



The following figure illustrates the **breadth of our experience** with major operating systems and hardware platforms.

AssetWorks Inc. Data Center Overview

- All Major Platforms Supported
- Diverse ISPs
- 24x7 Operation
- Fully Redundant with UPS & Dedicated Generator
- Firewall Protected
- Production Site with Disaster Backup Site

Intel
Windows
Linux
Citrix Presentation Server
Crystal Enterprise
Oracle

Sun
Solaris
Oracle

HP
HP UX
Oracle

IBM pSeries
AIX
CICS/TX Series
DB2 Universal Database
MicroFocus Cobol
Oracle
WebSphere

IBM zSeries
z/OS
CICS Transaction Server
DB2 Universal Database
VSAM
Cobol

IBM iSeries
i5/OS
DB2 Universal Database
RPG
Cobol

AssetWORKS
A TRAPEZE GROUP COMPANY

The AssetWorks Data Center

AssetWORKS

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

Sample Hosted Services Implementations

Greyhound Lines, Inc. – Greyhound began using our hosting services in 2000 to help manage the maintenance of its 2,400 buses. Greyhound is one of our largest customers and requires 24x7 availability of the system. The company has dedicated T1 access to the Data Center and has completely integrated its fleet management system with other enterprise systems.



SEPTA – Southeastern Pennsylvania Public Transportation Authority (SEPTA) began using our hosting services in 1998. Over 60 maintenance personnel access SEPTA's system from 33 locations and open over 2,500 work orders per year. SEPTA connects to the Data Center using a T1 line and the Internet as its backbone. SEPTA's system runs on a UNIX database server and uses Oracle.



Air Canada – Servicing an air fleet of more than 230 in 27 maintenance locations throughout Canada, the Ground Services Division of Air Canada has been a hosted customer with AssetWorks since 2003 using the FleetFocus web application. AssetWorks provides full ASP services to Air Canada housing various instances of their database, including a special reporting database, all access over the Internet in a secure environment. Air Canada runs 24/7 maintenance shops requiring continuous access made possible through a dedicated Internet high speed line.



The Department of Homeland Security (DHS) – The DHS is a consolidation of 22 government agencies including the Border Patrol, U.S. Customs, INS and the TSA utilizing AssetWorks for the purpose of fleet maintenance and management. AssetWorks is proud to be entrusted with the task of working as an Application Service Provider for DHS. AssetWorks

provides a dedicated server and T3 line as well as numerous security and firewall redundancies to ensure the integrity of this sensitive data. DHS utilizes the fully web-enabled FleetFocus product and employs many additional security features available within the application.

County of San Diego, CA – The County manages its over 3,000 vehicles across 30 maintenance and fueling sites with a staff of fewer than 100 people. The County uses an Oracle database running on a UNIX server, and connects to it using the Internet and a County-specified VPN protocol. The County also utilized AssetWorks FuelFocus for automated fueling.



Paul Kinkel
Senior Project Manager

Background:

Mr. Kinkel has over 15 years of experience in logistics planning and management, software implementation, and project management. This includes the management of fleet, warehousing, and inventory management at a chemical plant, and the management of all aspects of implementation of fleet management software, specifically in the area of legacy data conversion. His range of project experience includes the following:

- Project evaluation
- Preparation of data migration documentation
- Specification of software modification
- Integration Design
- Programming of data conversion scripts

Project Experience:

Since joining AssetWorks, Paul Kinkel has worked on over 30 projects including:

- **Schneider National:** As one of the nation's largest truckload carriers, Schneider requires integrations to a wide variety of systems including financial, payroll, purchasing and regulatory. Paul has led the effort in designing the specifications for the third party integrations to ensure data integrity and compliance.
- **Con-way Transportation Services:** Including the operating companies of Con-way Freight, Con-way Truckload and Menlo Worldwide Logistics, this corporation has been a longtime customer of AssetWorks and upgraded to the fully web-based version of FleetFocus in 2011. Paul managed the data conversion for Con-way which included over 20 years of historical information brought seamlessly into the new system environment. In addition, Paul helped bring over the many interfaces and customizations from the company's previous mainframe solution.
- **Progress Energy:** Operating some 4000+ units over 30 maintenance facilities in three States, the Progress Energy implementation includes critical milestones and deadlines to finish before the hurricane season.
- **City of Baton Rouge:** A 20+ year FleetFocus customer operating nearly 1000 units citywide, the City made the move to the fully web-based FleetFocus M5.
- **Virginia Power (now Dominion Resources):** Implementation of Fleet Software. Included specification and rollout of complex financial, inventory, and fleet card reconciliation interfaces. Project Manager and Data Migration Specialist
- **City of Memphis:** Implementation of Fleet Software. Project Manager, Overall project oversight,
- **District of Columbia Government:** Implementation of Fleet Software, Project Manager, Overall Oversight,
- **Waste Management Inc – Data Conversions**
- **City of Detroit- Data Conversion**

- **City of Columbia-** Project Manager and Data Conversions
- **City of Oklahoma City-** Project Manager
- **PTS, Inc (E&L, Hadley, Leaseway)-** Project Manager
- **Sysco Foods Inc-** Project Manager

Professional History

AssetWorks, Wayne, PA, Project Manager, 1999 – Present

Education & Certification

MSIA, Business, Carnegie Mellon University, Pittsburgh, PA

BA, Economics, University of Virginia, Charlottesville, VA

Certified in Production Inventory Management (CPIM), APICS, 2001

Ronald Gephart

Senior Project Manager/ Business Process Analyst SME

Relevant & Related Experience

Mr. Ron Gephart has over 22 years experience in fleet consulting, management and administration. Over the past 15 years, his progression from administrative clerical support to a position of fleet systems analyst and business process consultant has afforded him a wide range of experiences in various facets of fleet management. These areas of Ron's experience are:

- Pre & Post-Implementation business process assessment;
- Warranty cost recovery program implementations
- Parts contract negotiations;
- Inventory control and parts room management;
- System designs for fleet-to-accounting database interfaces;
- Fleet garage supervision;
- Vendor evaluation criteria and bid awards;

Fleet Consulting Experience

Mr. Gephart's broad professional background includes the following:

City of Houston: Ron is the Project Manager in charge of the City's upgrade from the client-server based FleetFocus M4 to the fully web-based FleetFocus M5. His role includes managing the project to meet all milestones as well as translating and defining the City's business processes to the new solution.

State of Maine: Ron worked as the Project Manager implementing FleetFocus for this state DOT of over 6,000 vehicles and pieces of equipment. The project later included a statewide fuel management system roll out with AssetWorks FuelFocus as well as a number of financial and purchasing integrations.

State of Vermont: Ron provided direction and a comprehensive approach to implementing a statewide motor pool bringing together all branches of the state fleet under one system and best practice.

State of Oklahoma: Ron was the Project Manager and oversaw the statewide roll out of Networkfleets GPS/AVL integration with FleetFocus.

Nassau County: Ron assisted the County in creating a shared vision for long term planning and budgeting with all County agencies including Police, Fire and Public Works.

City of Austin: Ron has provided extensive consulting services to the City as the central authority underwent a major restructuring plan. Ron's detailed business plan for the City allowed the Fleet Division to actually improve service while lowering costs.

City of Sacramento: Ron served as a consultant for the City to provide an assessment of the existing business practices and offer real-life solutions to improve procedures.

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City of Phoenix: Ron assisted the City in providing a comprehensive assessment and restructuring plan to fold all City services into a single fleet system with the same business workflow.

Waste Management, Inc.: Ron served as a long-term Senior Consulting Manager for this FleetFocus™ implementation which included developing a comprehensive work flow assessment, warranty program and assisting in the set up of an on-site Support Desk during this long term assignment for one of the largest private fleets in the nation.

Pacific Gas & Electric Company: Ron developed a training and roll-out plan for over 400 personnel from 73 garages in database entry, analysis and reporting. Implemented and trained fleet personnel in warranty cost recovery. Established strategic relationships with key vendors while developing vendor profile checklists and revamped bid award processes. Ron played an integral role in negotiating two successive annual parts purchasing contracts with NAPA resulting in significant system-wide savings. Additionally, he supervised garage personnel as vacation and short-term project relief.

Other Consulting Engagements: City of Honolulu, City of New York, SEMPRA Energy, City of Santa Monica, City of Long Beach, City and County of Honolulu, King County Metro and UC Davis.

Professional History

AssetWorks, Wayne, Pennsylvania

- Senior Fleet Consultant, 2001 to present
- Senior Training Specialist, 1998 to 2002

Pacific Gas & Electric Company, San Francisco, California, 1984-1998

- MCMS Support Team Lead, 1990-1998
- Warranty Cost Recovery Program implementation, 1998
- Fleet garage administration, 1984-1990

Education

B.S., Business Administration, California State University, Sacramento California, 1983-1991

A.S., Business Administration, Solano Community College, Suisun, California, 1977-1983

JAMIE MCCRACKEN SENIOR TRAINING SPECIALIST

Relevant & Related Experience

Ms. McCracken has over 17 years experience in designing, implementing, operating and managing automated business solutions. The past seven years have been dedicated to the FleetFocus Enterprise Management System. Her responsibilities include system implementations, quality assurance (writing and executing test plans), consulting and support. Ms. McCracken works closely with customers to design, test, document, train and configures new functionality for the FleetFocus system.

Her experience in project management, implementation and support includes:

State of New Hampshire – Implementation Specialist	New Castle County, Delaware St. Johns River Water Management District, Florida
State of Maine	WE Energies, Wisconsin
State of New Jersey – Assistant Project Manager	City of Ottawa, Canada
State of New Jersey, Radio Electronics – Project Manager	NAPA Interface with the City of Chicago and Hillsborough County
Dept of Public Works, Nassau County – Project Manager	City of Colorado Springs, Colorado
PTS (Performance Transportation Services)	Fuel Interfaces for DelDOT, Delaware
City of Calgary	City of Indianapolis, Indiana

Employment History

AssetWorks Inc., Wayne, PA, September 2000 - Present

Since joining AssetWorks, Ms. McCracken's implementation and project experience includes:

Provision of kick-off, key-user, application and roll-out training for key personnel and end users in both the office and shop environments. Support for fleet 'go-live' activities on-site; Implementation support and on-going additional module training. Post implementation audit of data and procedures. Managed the testing and documenting of the FleetFocus system.

Project Management and Training for the State of New Jersey. Worked with all 3 departments – DOT, Motor Pool and State Police defining current workflows and defining new best practice workflows. With over 30 locations, 15,000 units, two databases and over 20 modifications to be defined and tested. Worked with defining, testing and documenting of new modifications; overseeing trainer schedules; testing data conversions; wrote end user manuals; and training.

NAPA Project with City of Chicago and NAPA. Worked closely with NAPA in developing and testing a NAPA parts interface in conjunction with FleetFocus at the City of Chicago. Responsibilities included writing a test plan, writing test scripts for user to follow, testing the interface and ultimately training the users and NAPA.

Intentia, Business Consultant, Exton, PA, 1998 - 2000

As a Business Consultant for an ERP software vendor, Ms. McCracken performed implementation and support of the MOVEX system. Her major client was Interstate Paper Corporation as part of a 6-person project team. Utilization of formal system methodology for implementation, best practice guidance, training, testing and documentation of functional specifications for modifications.

Genesis Health Ventures, Sr. Clinical Applications Analyst, Kennett Square, PA, 1996 - 1997

Part of a 20-member team developing a clinical operating system to be used nationwide. Her responsibilities for this \$30 million dollar project included workflow analysis, preparation of workplan and scope, assessment of data elements and development of the data dictionary.

Four Rivers Software, Technical Support Analyst, Monroeville, PA, 1991 - 1996

As the first analyst hired for the company, Ms. McCracken provided sales support, training of new support personnel, implementation and training, and support for a plant maintenance management system. Implemented over 30 businesses from colleges, prisons, utility companies to NBC Studios.

Education

Tusculum College, Knoxville, TN.
Bachelor of Science

State Technical Institute of Knoxville, Knoxville, TN
Associate Bachelors in Computer Science

Drexel University, Philadelphia, PA
Certificate of eCommerce

City Customers

AssetWORKS

City and County of Honolulu
City and County of San Francisco
City of Akron
City of Albuquerque
City of Anchorage Fire
City of Arlington
City of Atlanta
City of Austin
City of Baton Rouge
City of Birmingham
City of Bloomington
City of Bloomington
City of Boston
City of Boulder
City of Bowling Green
City of Brampton, ON
City of Calgary
City of Carlsbad
City of Cedar Rapids
City of Chesapeake
City of Chicago
City of Cincinnati
City of Colorado Spgs
City of Columbia
City of Columbus
City of Commerce
City of Corona
City of Corpus Christi
City of Costa Mesa
City of Culver City
City of Dallas
City of Detroit
City of Eagan
City of Edmonton
City of El Paso
City of Escondido

City of Fairfield
City of Flint
City of Fresno
City of Fresno Fire
City of Garland
City of Grand Prairie
City of Hampton
City of Hayward
City of Hollywood
City of Houston
City of Huntsville
City of Indianapolis
City of Issaquah
City of Janesville
City of Kalamazoo
City of Kansas City
City of Kingston
City of Kirkland
City of La Porte
City of LaVerne
City of Lawrence
City of Lewiston
City of Livermore
City of Long Beach
City of Los Angeles
City of Los Angeles
Bureau of Sanitation
City of Los Angeles FD
City of Lubbock
City of Markham
City of Memphis
City of Mesa
City of Midland
City of Milwaukee
City of Minneapolis
City of Modesto
City of Moncton
City of Nanaimo

City of Napa
City of New Orleans
City of Newport Bch
City of New York
City of New York, Police Department
City of Northglenn
City of Norwalk, CT
City of Oakland
City of Odessa
City of Oklahoma City
City of Ontario
City of Ottawa
City of Oxnard
City of Palo Alto
City of Phoenix
City of Portland
City of Redmond
City of Redwood City
City of Regina
City of Reno
City of Renton
City of Richmond (VA)
City of Riverside
City of Rockford
City of Rocklin
City of Sacramento
City of San Diego
City of San Jose
City of San Leandro
City of Santa Barbara
City of Saskatoon
City of Savannah
City of Seattle
City of Southfield
City of Spokane
City of St. Louis
City of St. Paul

City of St. Petersburg
City of Sunnyvale
City of Surrey
City of Tempe
City of Toronto
City of Torrance
City of Tucson
City of Tulsa
City of University Park
City of Ventura (San Buenaventura)
City of Virginia Beach
City of Visalia
City of Wichita Falls
City of Windsor
City of Wyoming
Halifax Regional Municipality
Honolulu Board of Water Supply
Municipality of Anchorage and Anchorage People Mover
Port Authority of NY & NJ - Central Automotive Services
Port of Houston Authority
Special Areas Board
St. Louis Police Department SLMPD
Town of Brookhaven
Town of Greenburgh
Town of Greenwich



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Counties & Municipalities

Ada County Highway District (County of Ada)
Broward County
County of Arlington Public Works
County of Bernalillo
County of Clark, NV
County of Cobb
County of Contra Costa
County of Fairfax
County of Fresno
County of Gwinnett
County of Henrico
County of Hernando
County of Hillsborough
County of Jackson
County of Jefferson, AL
County of Lane
County of Larimer
County of Los Alamos
County of Los Angeles Dept Public Works (LADPW)
County of Los Angeles ISD
County of Monterey
County of Multnomah
County of Nassau
County of Nassau Police Dept.
County of Newcastle
County of Okaloosa
County of Orange
County of Pinellas
County of Placer
County of Prince George's
County of Riverside
County of Sacramento
County of San Diego
County of Santa Barbara
County of Santa Clara
County of Sarpy
County of Siskiyou
County of Solano
County of Sonoma
County of Spokane
County of Stanislaus
County of Stevens
County of Suffolk, NY
County of Ulster NY
County of Ventura General Services Agency

County of Washoe
County of Westchester
County of York, VA
Hennepin County
METRO- Oregon Metro Parks & Environmental Services
Miami Dade County
Milwaukee County
Orange County Fire Authority (OCFA)
Regional Municipality of Niagara
Riverside Co Flood Control
Sacramento Metro Fire District
Sarasota County
Strathcona County
Unified Government of Athens-Clarke Co.
Unified Govt of Wyandotte Co
Ventura County Fire Protection District (VCFD)
Washington County, OR
Waukesha County
York Region
York Regional Police

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State/Province Customers

Arizona Game and Fish
Commonwealth of Pennsylvania Department of General Services
Indiana State Police
North Dakota Department of Transportation
Ontario Ministry of Governmental Services
Ontario Ministry of Transportation
Ontario Provincial Police
Port Authority of NY & NJ
Province of Prince Edward Island
State of Arizona Department of Administration (ADOA)
State of Arizona Department of Economic Security (DES)
State of Arizona DOT (ADOT)
State of California, Caltrans
State of California, DGS
State of California CHP
State of Connecticut, DAS
State of Delaware
State of Delaware, DOT
State of Georgia, Bureau of Investigations
State of Georgia, DOT
State of Hawaii Department of Transportation (DOT), Airports Division
State of Illinois, Central Management Services
State of Illinois State Police
State of Illinois Toll Highway Auth.
State of Indiana
State of Indiana Dept of Corrections
State of Indiana DOT
State of Maine, DOT
State of Michigan
State of Michigan, DOT
State of Minnesota, DNR
State of Minnesota (MNDOT)
State of Minnesota Fleet Services
State of Nevada Department of Admin (Motor Pool)
State of Nevada Department of Transportation (DOT)
State of Nevada Highway Patrol
State of New Hampshire, DOT
State of New Jersey, Department of Transportation

State of New Jersey - State Police HQ
State of New Mexico, Police
State of New Mexico DOT (Highway Dept.)
State of New Mexico GSD (Motor Pool)
State of New York, DOT
State of Ohio, DAS
State of Oklahoma
State of Oregon, DOT (ODOT)
State of Oregon DAS
State of Tennessee-Fleet
State of Utah
State of Vermont, Fleet Services
State of Vermont AOT
State of Vermont DPS
State of Virginia DOT
State of Washington, Division of Capital and Facilities
State of Washington, Parks and Recreation
State of Washington Department of Social and Health Services
State of Washington DGA (Motor Pool)
State of Washington DOT (WSDOT)
State of Wisconsin
State of Wyoming - Motor Pool

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Utility Customers

AGL Resources Services Co.
Alabama Power Company
Alliant Energy
American Electric Power
Arizona Public Service Company (APS)
ATCO Gas
Atlanta Gas Light Co.
Atlantic City Electric
Avista Corporation
Baltimore Gas and Electric
Boston Water & Sewer Commission
City of Los Angeles Dept of Water and Power
Clark County Water Reclamation
Delmarva Power
Denver Water Board
Dominion Power
East Bay MUD
Enbridge Gas Distribution
Eugene Water and Electric Board
Exelon
First Energy
Florida Power and Light
Georgia Power Co.
Greenville Utilities Commission
Gulf Power
Hawaiian Electric Company (HECO)
Idaho Power Company
Kansas City Water & Pollution
Kentucky Utilities
Laclede Gas
Las Vegas Valley Water District
Louisville Gas and Electric
Manitoba Hydro
MidAmerican Energy
Mississippi Power
Modesto Irrigation District
MTS Allstream, Inc.
New York Power Authority
NICOR
NISOURCE
Northeast Utilities
NStar
NV Energy
Omaha Public Power District
Pacific Gas and Electric (PG&E)
PECO Energy

Pepco Holdings, Inc.
Philadelphia Gas Works
Portland General Electric
PP&L
Progress Energy
Public Service North Carolina
Puerto Rico Electric Power Authority (PREPA)
Questar Gas
San Antonio Water System
San Diego Gas and Electric Co. (SDDG&E)
Semptra Energy
South Carolina Electric & Gas (SCANA)
Southern Company Services, Inc
Southwest Florida Water Management District
Southwest Gas Corporation
St. Johns River Water Mgmt. District
St. Lawrence Gas
Tucson Electric Power (TEP)
UniSource Energy Services (UES)
United Illuminating
WE Energies
Wisconsin Power & Light Co.
Xcel Energy

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Commercial Customers

A. Duie Pyle Companies
AAA Cooper Transportation
Con-Way Transportation Services (Conway)
Dependable Auto Shippers
FedEx Freight
FedEx National LTL
Marathon Petroleum Company LLC
Michels Canada
Michels Corporation
New England Motor Freight
New Penn Motor Express
Pricechopper Supermarkets
Roadway Express, Inc.
Schneider National Inc. (SNI)
Serco North America HQ
UPS Freight
USF Holland Inc.
Yellow Roadway (YRC) Freight System Inc.

Airlines

Air Canada
Continental Airlines
Skywest Airlines
United Airlines
US Airways Incorporated

Private Carriers

Ace Asphalt
Alyeska Pipeline Service Company
BP Alaska
Burns Company
Catawba Rental Company
CH2MHill
Coach USA
Conoco Phillips
Denesoline Environment
GFL Environmental Corporation
Gordon Food Service
Greyhound Lines Inc.
Hertz
Interstate Chemical Company
INTREN (Trench-It)
Lockheed Martin Mission Services SWFLANT
Lockheed Martin Space Systems

National Security Technologies, LLC. (NSTec-Bechtel Nevada)
New Enterprise Stone & Lime
Ocean Mist Farms
Paramount Farming Co.
Pepsi Beverages Company
Perdue Farms
Pike Electric Corporation
Ralphs Grocery Company
Ride the Ducks
Sandia National Labs
Stop & Shop
Student Transportation of America
Syncrude Canada Limited
Wakefern Food Corp (ShopRite)
Waste Management

School Districts & Higher Education

Colorado State University
Oregon State University
UC Davis Medical Center
University of Alabama
University of Alabama
University of Arizona
University of California at Davis (UC Davis)
University of California Los Angeles (UCLA Fleet and Transit)
University of Colorado
University of Connecticut
University of Connecticut Transportation Services (UTS)
University of Hawaii
University of Michigan
University of Utah
University of Washington
Yale University
City of San Diego Unified School District
County of Harford Public Schools
Dallas County Schools
Jefferson County School Dist
Los Angeles Unified School District (LAUSD)
Palm Beach County School District

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Federal Customers

Batelle Energy Alliance/ Idaho National Laboratory (INEL)
Brookhaven National Laboratory
Lawrence Livermore National Labs
Los Alamos National Laboratory
National Nuclear Security Administration
U.S. Department of Justice
U.S. Navy Special Warfare
US DHS Customs & Border Protection
US DHS Department of Homeland Security
US DHS FEMA
US DHS FLETC
US DHS FLETC, Maryland
US DHS Headquarters
US DOJ DEA
US DOJ Unicor
US Marine Corp (USMC)

International Customers

CNS-Abu Dhabi Police
CNS-Dubai Government Workshop
CNS-Dubai Police
CNS-Dubai Road and Transport Authority
Royal Mail
Ryder Mexico
TNT Australia
TNT UK
Wakefield Metropolitan District Council

FleetFocus™

Agreement No.

SOFTWARE LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the ____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

ARTICLE I - LICENSE

- A. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of users specified in Schedule 1 ("Users") to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers designated in Article VII (the database servers and application servers shall be referred to as the "Enterprise"); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. CUSTOMER may replace any component of the Enterprise by giving AssetWorks prior written notice of the new servers. Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Enterprise requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- B. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- C. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.

ARTICLE II - FEES AND PAYMENTS

- A. CUSTOMER shall pay AssetWorks the fees specified in Schedule 1. All fees are payable by CUSTOMER within thirty (30) days of receipt of invoice.
- B. CUSTOMER shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including, without limitation, state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive, however, of taxes imposed on AssetWorks' net income by the United States or any political subdivision thereof.

- C. CUSTOMER shall be entitled to the support described in the Maintenance Agreement, which shall commence on the date set forth in the Maintenance Agreement
- D. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

ARTICLE III - NON-DISCLOSURE

- A. Subject to the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to CUSTOMER at AssetWorks' standard rates.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. The CUSTOMER agrees to keep the original and any copies of that Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.
- E. All of CUSTOMER's records with regard to the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request, and CUSTOMER shall certify to the truth and accuracy of thereof.

ARTICLE IV – WARRANTIES AND LIMITATION OF LIABILITY

- A. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in ARTICLE I. AssetWorks further represents that the Software will conform to the description contained in the User Manual but, except as provided in Article IV B, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the User Manual, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of Article IV E. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- B. AssetWorks will defend, at its own expense, any action brought against CUSTOMER to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against CUSTOMER in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then CUSTOMER shall permit AssetWorks, at its option and expense, either to (A) procure for CUSTOMER a non-infringing license to use the

Software; (B) modify the Software so that it becomes non-infringing; (C) procure for CUSTOMER a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to CUSTOMER under any provision of this clause with respect to any claim of patent or copyright infringement that is based on CUSTOMER's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.

- C. CUSTOMER agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of CUSTOMER's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.
- D. CUSTOMER agrees that AssetWorks total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks.

In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by CUSTOMER against AssetWorks relating to this Contract must be made in writing and presented to AssetWorks within one (1) year after the date on which AssetWorks completes performance of the Services specified in this Contract.

- E. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one hundred eighty (180) days from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the User Manual, AssetWorks will respond as follows:
 - 1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the User Manual, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
 - 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the User Manual does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

ARTICLE V - TERMINATION

- A. The license conveyed pursuant to Article I-A may be terminated by AssetWorks in the event of breach or default by CUSTOMER under this Agreement if AssetWorks notifies CUSTOMER in writing of the breach or default and CUSTOMER does not correct same within thirty (30) days of AssetWorks' written notice.
- B. In addition, CUSTOMER shall have the right to terminate this Agreement at any time after one (1) year from the effective date of this Agreement; provided such termination shall not relieve CUSTOMER of its obligations (1) to pay any remaining unpaid balance for the total software license fee (as per Schedule 1), and (2) to honor the terms of the Professional Services Agreement or the Software Maintenance Agreement, which were independently executed and each of which must be terminated in accordance with its terms.

- C. All Software and documentation supplied hereunder by AssetWorks shall be and remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and documentation and any copies thereof made by CUSTOMER pursuant to Article III-B and C shall be promptly returned to AssetWorks.

ARTICLE VI - ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting part and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

ARTICLE VII – CUSTOMER'S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

Server(s)

Location(s)

Application Server(s): Unlimited

No restrictions

Database Server(s): Unlimited

No restrictions

ARTICLE VIII - ENTIRE AGREEMENT

This Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER'S internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties.

ARTICLE IX - GOVERNING LAW; DISPUTES

This Agreement shall be governed by the law(s) of the Commonwealth of Delaware. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

ARTICLE X - SCHEDULES

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.

ARTICLE XI – GENERAL TERMS

1. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
5. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
6. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks

998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines

Copy to:

Director of Contracts
AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

CUSTOMER:

Attn.: _____

Copy to:

Attn: _____

7. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
8. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

AssetWorks

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

PROFESSIONAL SERVICES AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Professional Services Agreement ("Agreement") is made as of the ____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. AssetWorks contracts to provide its clients professional services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.
2. The Services to be delivered by AssetWorks are set forth in the Attachment 1A and Attachment 1B to this Agreement.
3. The purpose of this Agreement is to set forth the terms and conditions upon which AssetWorks will provide the Services for CUSTOMER in accordance with Attachment 1 and such other Attachments that may be added by the parties in the future.

B. RESPONSIBILITIES OF THE PARTIES FOR ENGAGEMENTS

1. No Attachment shall be of any force and effect unless and until executed by both AssetWorks and CUSTOMER.
2. Each Attachment will either be on a Time and Material basis or a Fixed Price basis, specified in the Attachment. The Attachment may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Attachment will include a date by which "Deliverables" must be completed.
3. In the event that Services result in greater AssetWorks duties than contemplated by the Attachment, CUSTOMER will work closely and in good faith with AssetWorks to modify the Attachment to ensure that the CUSTOMER's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased CUSTOMER requirements.
4. Unless specifically addressed in the Attachment, all travel and expenses incurred will be extra and billed at the time of incurrence.

C. REPRESENTATIONS AND WARRANTIES

1. AssetWorks covenants and warrants that it will perform all Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.
2. AssetWorks represents and warrants that the Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.

3. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AssetWorks DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of AssetWorks arising out of or in connection with the performance of the Services to be provided herein.

D. RELATIONSHIP OF THE PARTIES

1. The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

E. SUBCONTRACTORS

1. AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of CUSTOMER; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

F. INTELLECTUAL PROPERTY RIGHTS

1. **SOFTWARE FIRST DEVELOPED**
Unless otherwise provided in an Attachment, AssetWorks grants to the CUSTOMER the same rights, and CUSTOMER undertakes the same obligations with respect thereto, any new software and/or documentation first developed by AssetWorks under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.
2. **AssetWorks EXISTING SOFTWARE**
AssetWorks retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation furnished to the CUSTOMER under this Agreement to which it had title to or ownership of prior to the commencement of this Agreement.

G. CONFIDENTIAL INFORMATION

1. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Attachment. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

3. Because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section G, and that monetary damages may be inadequate to compensate the disclosing party for such breach. Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

H. NON-SOLICITATION

1. During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement.

I. PAYMENT

1. AssetWorks will be paid for the Services at the rate stated in Attachment 1 or any future Attachment.
2. AssetWorks will issue monthly invoices to CUSTOMER for Services fees and expenses due unless otherwise provided for in a particular Attachment. CUSTOMER will pay AssetWorks' invoices pursuant to the terms of the Attachment or within thirty (30) days of receipt if not specified in the Attachment.
3. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

J. TERM OF AGREEMENT

1. This Agreement will commence as of the Effective Date and shall continue in full force and effect until terminated pursuant to the terms hereof.
2. CUSTOMER may terminate this Attachment or any Attachment if AssetWorks defaults in any of its obligations under such Attachment and AssetWorks is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and not termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time. In the event the default is not cured or diligent efforts to effect a cure are not underway, the Attachment at issue shall terminate, but the Agreement and any remaining Attachments shall remain in full force and effect.
3. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and the defaulting party is provided with thirty (30) calendar days written notice of such default; provided, there shall be no default and no termination if the breach is cured within the notice period or, if the breach cannot reasonably be so cured, diligent efforts to effect such cure are commenced during that period and are continued until the cure is completed, which shall be within a reasonable time.

K. EFFECT OF TERMINATION

1. In the event of the termination of any Attachment or this Agreement under Section J, CUSTOMER shall be liable to AssetWorks for an amount equal to the value of the Services completed up to the effective date of termination. In the event CUSTOMER terminates this Agreement for any reason other than

pursuant to the terms of Section J, CUSTOMER shall be liable for the full fees due under this Agreement.

2. If one or more Attachment(s) and/or this Agreement is/are terminated, AssetWorks will, within thirty (30) days after such termination, submit final invoices for Services provided through the effective date of such termination, and CUSTOMER will promptly pay AssetWorks' invoices.

L. INDEMNITIES

1. Each party will defend, indemnify and hold the other party harmless from and against any and all claims, liabilities, damages and expenses, including reasonable attorney fees, incurred by the indemnified party, to the extent caused by the willful misconduct or negligent acts or omissions of the indemnifying party or its agents and employees in the performance of the party's duties under this Agreement or an Attachment; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
2. AssetWorks will defend, indemnify and hold harmless CUSTOMER from and against all claims, liabilities, damages and costs, including attorney fees and other legal expenses ("Claims"), relating to any actual or alleged infringement by any Services of any patent, copyright, trade secret or other intellectual property right or proprietary right of anyone; provided such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by CUSTOMER following its receipt of any such claim; and (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

M. INSURANCE

1. At CUSTOMER'S request, AssetWorks will provide CUSTOMER with current certificates of insurance evidencing that AssetWorks has coverage with the limits listed below.

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
Commercial General Liability	\$1,000,000/occurrence; \$2,000,000 aggregate
Commercial Auto Liability (Incl "non-owned" vehicle coverage)	\$1,000,000 combined single limit
WORKERS' COMP	STATUTORY LIMITS
Employer's Liability	\$500,000
Commercial Crime	\$1,000,000

N. LIMITATION OF LIABILITY

1. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the Attachment that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

2. Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

O. GENERAL TERMS

1. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
5. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
6. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks

998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines

Copy to:

Director of Contracts
AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

CUSTOMER:

Attn.:

Copy to:

Attn:

7. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any

action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

8. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

AssetWorks

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

Attachment 1A: Professional Services Deliverables and Pricing

Attachment 1B: Professional Services Statement of Work (SOW), see attached

SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), is made as of the ____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. AssetWorks and CUSTOMER are parties to a Software License Agreement, Number _____ and dated _____, pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, if they are made available by AssetWorks, Software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed, at its option, to subscribe to Maintenance from AssetWorks.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

3. Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
 - i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
 - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse,

AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.

- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12. Payment Terms

- a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.
- c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

13. Default and Termination

- a. The CUSTOMER shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.
- b. AssetWorks may cancel Maintenance in the event that the CUSTOMER does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that CUSTOMER does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of CUSTOMER's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.
- c. In the event of any breach of the terms and conditions of this Agreement by the CUSTOMER, AssetWorks will, by written notice to the CUSTOMER, give the CUSTOMER a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period,

AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the CUSTOMER.

- d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the CUSTOMER of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14. Limitation of Liability

- a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.
- b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

15. General Terms

- a. Neither AssetWorks nor CUSTOMER will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c.. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d.. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the Commonwealth of Delaware excluding its conflict of laws rules.
- f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines

Copy to:
Director of Contracts

CUSTOMER:

Attn.:

Copy to:

AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

Attn: _____

- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, AssetWorks and the CUSTOMER will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

AssetWorks

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

Consolidated Financial Statements
(In U.S. dollars)

**CONSTELLATION
SOFTWARE INC.**

For the years ended December 31, 2012 and 2011



MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL REPORTING

December 31, 2012

The accompanying consolidated financial statements of Constellation Software Inc. ("Constellation") and its subsidiaries and all the information in Management's Discussion and Analysis are the responsibility of management and have been approved by the Board of Directors.

The consolidated financial statements have been prepared by management in accordance with International Financial Reporting Standards ("IFRS"). The consolidated financial statements include certain amounts that are based on the best estimates and judgements of management and in their opinion present fairly, in all material respects, Constellation's financial position, results of operations and cash flows, in accordance with IFRS. Management has prepared the financial information presented elsewhere in the Management's Discussion and Analysis and has ensured that it is consistent with the consolidated financial statements, or has provided reconciliations where inconsistencies exist.

Management of Constellation has developed and maintains a system of internal controls, which is supported by the internal audit function. Management believes the internal controls provide reasonable assurance that material transactions are properly authorized and recorded, financial records are reliable and form a basis for the preparation of consolidated financial statements and that Constellation's material assets are properly accounted for and safeguarded.

The Board of Directors carries out its responsibility for the consolidated financial statements principally through its Audit Committee. This committee meets with management and the Company's independent auditors to review the Company's reported financial performance and to discuss audit, internal controls, accounting policies, and financial reporting matters. The consolidated financial statements were reviewed by the Audit Committee and approved by the Board of Directors.

The consolidated financial statements have been audited by KPMG LLP, the external auditors, in accordance with Canadian generally accepted auditing standards on behalf of the shareholders. KPMG LLP has full and free access to the Audit Committee.

March 6, 2013

"Mark Leonard"

President

"John Billowits"

Chief Financial Officer



KPMG LLP
Chartered Accountants
Yonge Corporate Centre
4100 Yonge Street, Suite 200
Toronto, Ontario M2P 2H3
Canada

Telephone (416) 228-7000
Fax (416) 228-7123
Internet www.kpmg.ca

INDEPENDENT AUDITORS' REPORT

To the Shareholders of Constellation Software Inc.

We have audited the accompanying consolidated financial statements of Constellation Software Inc., which comprise the consolidated statements of financial position as at December 31, 2012 and December 31, 2011, the consolidated statements of comprehensive income, changes in equity and cash flows for the years ended December 31, 2012 and December 31, 2011, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's responsibility for the consolidated financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained in our audits is sufficient and appropriate to provide a basis for our audit opinion.



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Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the consolidated financial position of Constellation Software Inc. as at December 31, 2012 and December 31, 2011, and its consolidated financial performance and its consolidated cash flows for the years ended December 31, 2012 and December 31, 2011 in accordance with International Financial Reporting Standards.

KPMG LLP

Chartered Accountants, Licensed Public Accountants
March 6, 2013
Toronto, Canada

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Financial Position
(In thousands of U.S. dollars)

	December 31, 2012	December 31, 2011
Assets		
Current assets:		
Cash	\$ 41,313	\$ 33,492
Equity securities available-for-sale (note 5)	470	21,222
Accounts receivable	126,987	96,259
Work in progress	36,926	26,244
Inventories	18,739	13,539
Other assets (note 7)	29,178	29,772
	253,613	220,528
Non-current assets:		
Property and equipment (note 8)	21,300	14,591
Deferred income taxes (note 13)	104,307	99,659
Other assets (note 7)	31,104	28,005
Intangible assets (note 9)	402,355	267,792
	559,066	410,047
Total assets	\$ 812,679	\$ 630,575
Liabilities and Shareholders' Equity		
Current liabilities:		
Bank indebtedness (note 10)	\$ 44,356	\$ -
Accounts payable and accrued liabilities	147,559	114,952
Dividends payable (note 14)	20,945	-
Deferred revenue	224,049	181,450
Provisions (note 11)	6,396	3,555
Acquired contract liabilities	3,535	4,750
Acquisition holdback payments	20,635	11,378
Income taxes payable	5,066	4,751
	472,541	320,836
Non-current liabilities:		
Deferred income taxes (note 13)	29,283	11,259
Acquired contract liabilities	26,073	28,051
Acquisition holdback payments	5,973	2,474
Other liabilities (note 7)	20,005	11,675
	81,334	53,459
Total liabilities	553,875	374,295
Shareholders' equity (note 14):		
Capital stock	99,283	99,283
Accumulated other comprehensive income	1,621	6,961
Retained earnings	157,900	150,036
	258,804	256,280
Subsequent events (notes 14, 16, 22, 26)		
Total liabilities and shareholders' equity	\$ 812,679	\$ 630,575

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Comprehensive Income
(In thousands of U.S. dollars, except per share amounts)

Years ended December 31, 2012 and 2011

	2012	2011
Revenue (note 15)	\$ 891,226	\$ 773,341
Expenses		
Staff	469,677	401,379
Hardware	61,446	60,854
Third party license, maintenance and professional services	61,469	51,066
Occupancy	21,023	18,918
Travel	35,967	30,038
Telecommunications	10,996	9,992
Supplies	15,308	15,314
Professional fees	15,031	8,623
Other, net	14,358	8,479
Depreciation	7,643	7,868
Amortization of intangible assets (note 9)	85,142	76,650
	798,060	689,181
Impairment of non-financial assets	-	489
Foreign exchange loss	822	3,392
Equity in net loss of equity investees	839	-
Finance income (note 16)	(23,178)	(7,267)
Finance costs (note 16)	4,001	5,575
	(17,516)	2,189
Profit before income tax	110,682	81,971
Current income tax expense	23,626	18,615
Deferred income tax recovery	(5,576)	(93,818)
Income tax expense (recovery) (note 12)	18,050	(75,203)
Net income	92,632	157,174
Net change in fair value of available-for-sale financial assets during the period	13,968	5,773
Net unrealized foreign exchange gain (loss) on available-for-sale financial assets during the period	45	(31)
Amounts reclassified to profit during the period related to realized gains on available-for-sale financial assets	(21,735)	(6,253)
Foreign currency translation differences from foreign operations	1,164	(1,188)
Current income tax recovery (expense)	104	(34)
Deferred income tax recovery	1,114	172
Other comprehensive loss for the period, net of income tax	(5,340)	(1,561)
Total comprehensive income for the period	\$ 87,292	\$ 155,613
Earnings per share Basic and diluted (note 17)	\$ 4.37	\$ 7.42

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Changes in Equity
(In thousands of U.S. dollars)

Year ended December 31, 2012

	Capital stock	Accumulated other comprehensive income/(loss)		Total accumulated other comprehensive income/(loss)	Retained earnings	Total
		Cumulative translation account	Amounts related to gains/losses on available- for-sale financial assets			
Balance at January 1, 2012	\$ 99,283	\$ 182	\$ 6,779	\$ 6,961	\$ 150,036	\$ 256,280
<i>Total comprehensive income for the period</i>						
Net income	-	-	-	-	92,632	92,632
<i>Other comprehensive income (loss)</i>						
Net change in fair value of available-for-sale financial assets during the period	-	-	13,968	13,968	-	13,968
Net unrealized foreign exchange adjustment gain (loss) on available-for-sale financial assets during the period	-	-	45	45	-	45
Amounts reclassified to profit during the period related to realized gains on available-for-sale investments	-	-	(21,735)	(21,735)	-	(21,735)
Foreign currency translation differences from foreign operations	-	1,164	-	1,164	-	1,164
Current tax recovery	-	104	-	104	-	104
Deferred tax recovery	-	-	1,114	1,114	-	1,114
Total other comprehensive income (loss) for the period	-	1,268	(6,608)	(5,340)	-	(5,340)
Total comprehensive income (loss) for the period	-	1,268	(6,608)	(5,340)	92,632	87,292
Transactions with owners, recorded directly in equity Dividends to shareholders of the Company (note 14)	-	-	-	-	(84,768)	(84,768)
Balance at December 31, 2012	\$ 99,283	\$ 1,450	\$ 171	\$ 1,621	\$ 157,900	\$ 258,804

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Changes in Equity
(In thousands of U.S. dollars)

Year ended December 31, 2011

	Capital stock	Accumulated other comprehensive income/(loss)		Total accumulated other comprehensive income/(loss)	Retained earnings	Total
		Cumulative translation account	Amounts related to gains/losses on available- for-sale financial assets			
Balance at January 1, 2011	\$ 99,283	\$ 1,379	\$ 7,143	\$ 8,522	\$ 35,246	\$ 143,051
<i>Total comprehensive income for the period</i>						
Net income	-	-	-	-	157,174	157,174
<i>Other comprehensive income (loss)</i>						
Net change in fair value of available-for-sale financial assets during the period	-	-	5,773	5,773	-	5,773
Net unrealized foreign exchange adjustment gain (loss) on available-for-sale financial assets during the period	-	-	(31)	(31)	-	(31)
Amounts reclassified to profit during the period related to realized gains on available-for-sale investments	-	-	(6,253)	(6,253)	-	(6,253)
Foreign currency translation differences from foreign operations	-	(1,188)	-	(1,188)	-	(1,188)
Current tax expense	-	(34)	-	(34)	-	(34)
Deferred tax recovery	-	25	147	172	-	172
Total other comprehensive loss for the period	-	(1,197)	(364)	(1,561)	-	(1,561)
Total comprehensive income (loss) for the period	-	(1,197)	(364)	(1,561)	157,174	155,613
Transactions with owners, recorded directly in equity						
Dividends to shareholders of the Company (note 14)	-	-	-	-	(42,384)	(42,384)
Balance at December 31, 2011	\$ 99,283	\$ 182	\$ 6,779	\$ 6,961	\$ 150,036	\$ 256,280

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Cash Flows

(In thousands of U.S. dollars)

Years ended December 31, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Net income	\$ 92,632	\$ 157,174
Adjustments for:		
Depreciation	7,643	7,868
Amortization of intangible assets	85,142	76,650
Impairment of non-financial assets	-	489
Equity in net loss of equity investees	839	-
Finance income	(23,178)	(7,267)
Finance costs	4,001	5,575
Income tax expense (recovery)	18,050	(75,203)
Foreign exchange loss	822	3,392
Change in non-cash operating working capital exclusive of effects of business combinations (note 24)	(17,390)	(15,896)
Income taxes paid	(23,770)	(15,249)
Net cash flows from operating activities	144,791	137,533
Cash flows from (used in) financing activities:		
Interest paid	(1,761)	(4,979)
Increase (decrease) in other non current liabilities	(973)	3,720
Increase (decrease) in bank indebtedness, net	41,052	(47,877)
Credit facility transaction costs	(2,077)	-
Dividends paid	(63,576)	(42,384)
Net cash flows used in financing activities	(27,335)	(91,520)
Cash flows from (used in) investing activities:		
Acquisition of businesses, net of cash acquired (note 4)	(121,154)	(40,511)
Post-acquisition settlement payments, net of receipts	(17,445)	(5,345)
Purchases of equity securities available-for-sale	(211)	(5,944)
Proceeds from sale of equity securities available-for-sale	34,977	14,268
Proceeds from sale of intangible assets	101	-
Decrease in restricted cash	-	557
Interest received	5	1,113
Property and equipment purchased	(6,100)	(7,350)
Cash flows used in investing activities	(109,827)	(43,212)
Effect of foreign currency on cash and cash equivalents	192	(220)
Increase in cash and cash equivalents	7,821	2,581
Cash, beginning of period	33,492	30,911
Cash, end of period	\$ 41,313	\$ 33,492

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

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CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

1. Reporting entity

Constellation Software Inc. ("Constellation") is a company domiciled in Canada. The address of Constellation's registered office is 20 Adelaide Street East, Suite 1200, Toronto, Ontario, Canada. The consolidated financial statements of Constellation as at and for the fiscal year ended December 31, 2012 comprise Constellation and its subsidiaries (together referred to as the "Company") and the Company's interest in associates. The Company is engaged principally in the development, installation and customization of software relating to the markets listed below, and in the provision of related professional services and support.

Public Sector:

Public transit operators	Asset management	Public safety
Para transit operators	Criminal justice	Healthcare
School transportation	Law enforcement	Public housing authorities
Non-emergency medical	Taxi dispatch	Housing finance agencies
Ride share	Electric utilities	Municipal treasury & debt systems
Local government	Water utilities	Real estate brokers and agents
Agri-business	Municipal systems	Court
Rental	School administration	Marine asset management
Collections management	COBRA Billing & Administration	

Private Sector:

Private clubs & daily fee golf courses	Homebuilders	Cabinet manufacturers
Construction	Lease management	Made-to-order manufacturers
Food services	Winery management	Window and other dealers
Health clubs	Buy here pay here dealers	Multi-carrier shipping
Moving and storage	RV and marine dealers	Supply chain optimization
Metal service centers	Pulp & paper manufacturers	Multi-channel distribution
Attractions	Real estate brokers and agents	Wholesale distribution
Leisure centers	Outdoor equipment dealerships	Third party logistics
Education	Agriculture equipment dealerships	Retail management and distribution
Radiology & Laboratory Information Systems	Window manufacturers	Direct debit and collection management services
Pharmaceutical and Biological manufacturing	Consumer product licensing	

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

2. Basis of presentation

(a) Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (IFRSs), issued and outstanding as of March 6, 2013, the date the Board of Directors approved such financial statements.

(b) Basis of measurement

The consolidated financial statements have been prepared on the historical cost basis except for available-for-sale financial assets, certain assets and liabilities initially recognized in connection with business combinations, and derivative financial instruments, which are measured at fair value.

(c) Functional and presentation of currency

The consolidated financial statements are presented in U.S. dollars, which is Constellation's functional currency.

(d) Use of estimates and judgements

The preparation of the consolidated financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Estimates are based on historical experience and other assumptions that are considered reasonable in the circumstances. The actual amount or values may vary in certain instances from the assumptions and estimates made. Changes will be recorded, with corresponding effect in profit or loss, when, and if, better information is obtained.

Information about assumptions and estimation uncertainties that have a significant risk of resulting in a material adjustment within the next financial year are included in the following notes:

Note 3(l) – Revenue recognition

Note 3(a) - Business combinations

Note 3(n) - Accounting for income taxes

Note 3(j) - Impairment

Note 3(d) - Intangible assets

Note 22 – Contingencies

Critical judgements that management has made in the process of applying accounting policies disclosed herein and that have a significant effect on the amounts recognized in the consolidated financial statements relates to the (i) determination of functional currencies for Constellation's subsidiaries and, most notably, in respect of businesses acquired during the period; (ii) assessment as to whether certain customer contract obligations and deliverables related to multiple-element arrangements have stand-alone value to the customer; (iii) recognition of deferred tax assets; and (iv) recognition of provisions.

- Functional currency - management applies judgement in situations where primary and secondary indicators are mixed. Primary indicators such as the currency that mainly influence sales prices are given priority before considering secondary indicators.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

- Revenue recognition and separation of customer contract obligations and deliverables – management applies judgement when assessing whether certain deliverables in a customer arrangement should be included or excluded from a unit of account to which contract accounting is applied. The judgement is typically related to the sale and inclusion of third party hardware and licenses in a customer arrangement and involves an assessment that principally addresses whether the deliverable has stand-alone to the customer that is not dependent upon other components of the arrangement.
- Deferred tax assets - The recognition of deferred tax assets is based on forecasts of future taxable profit. The measurement of future taxable profit for the purposes of determining whether or not to recognize deferred tax assets depends on many factors, including the Company's ability to generate such profits and the implementation of effective tax planning strategies. The occurrence or non-occurrence of such events in the future may lead to significant changes in the measurement of deferred tax assets.
- Provisions - In recognizing provisions, the Company evaluates the extent to which it is probable that it has incurred a legal or constructive obligation in respect of past events and the probability that there will be an outflow of benefits as a result. The estimates used to recognize provisions are based on currently known factors which may vary over time, resulting in changes in the measurement of recorded amounts.

3. Significant accounting policies

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements unless otherwise indicated.

The accounting policies have been applied consistently by the Company's subsidiaries.

(a) Basis of consolidation

(i) Business combinations

Acquisitions have been accounted for using the acquisition method required by IFRS 3. Goodwill arising on acquisition is measured as the fair value of the consideration transferred including the recognized amount of any non-controlling interest in the acquiree, if any, less the net recognized amount of the estimated fair value of identifiable assets acquired and liabilities assumed (subject to certain exemptions to fair value measurement principles such as deferred tax assets or liabilities), all measured as of the acquisition date. When the excess of the consideration transferred less the assets and liabilities acquired is negative, a bargain purchase gain is recognized immediately in profit or loss. Transaction costs that the Company incurs in connection with a business combination are expensed as incurred.

The Company uses its best estimates and assumptions to accurately value assets and liabilities assumed at the acquisition date as well as contingent consideration, where applicable, and these estimates are inherently uncertain and subject to refinement. As a result, during the measurement period, which may be up to one year from the acquisition date, the Company records adjustments to the assets acquired and liabilities assumed with a corresponding offset to goodwill. Upon conclusion of the measurement period or final determination of the values of assets acquired or liabilities assumed, whichever comes first, any subsequent adjustments are recorded to profit or loss. For a given acquisition, the Company may identify certain pre-acquisition contingencies as of the acquisition date and may extend its review and evaluation of these pre-acquisition contingencies throughout the measurement period in order to obtain sufficient information to assess these contingencies as part of acquisition accounting, as applicable.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

(ii) Consolidation methods

Entities over which the Company has control are fully consolidated from the date that control commences until the date that control ceases. Entities over which the Company has significant influence (investments in "associates") are accounted for under the equity method. Significant influence is assumed when the Company's interests are 20% or more, unless qualitative factors overcome this assumption.

Associates are those entities in which the Company has significant influence, but not control, over the financial and operating policies. Investments in associates are recognized initially at cost, inclusive of transaction costs. The Company's investment includes goodwill identified on acquisition, net of any accumulated impairment losses. The consolidated financial statements include the Company's share of the income and expenses and equity movement of equity accounted investees, from the date that significant influence commences until the date that significant influence ceases.

(iii) Transactions eliminated on consolidation

Intra-company balances and transactions, and any unrealized income and expenses arising from intra-company transactions, are eliminated in preparing the consolidated financial statements.

(b) Foreign currency translation

(i) Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of subsidiaries of the Company at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are re-measured to the functional currency at the exchange rate at that date. Foreign currency differences arising on re-measurement are recognized through profit or loss, except for differences arising on the retranslation of available-for-sale equity instruments, which are recognized in other comprehensive income. Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction. Foreign currency gains and losses are reported on a net basis. The effect of currency translation adjustments on cash and cash equivalents is presented separately in the statements of cash flows and separated from investing and financing activities when deemed significant.

(ii) Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to U.S. dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to U.S. dollars using average exchange rates for the month during which the transactions occurred. Foreign currency differences are recognized in other comprehensive income in the cumulative translation account.

Foreign currency differences are recognized and presented in other comprehensive income and in the foreign currency translation adjustment in equity. However, if the operation is a non-wholly owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interest when applicable.

Foreign exchange gains or losses arising from a monetary item receivable from or payable to a foreign operation, the settlement of which is neither planned nor likely to occur in the foreseeable future and which its substance is

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

considered to form part of the net investment in the foreign operation, are recognized in other comprehensive income in the cumulative amount of foreign currency translation differences. If, and when, settlement plans change or deemed likely to occur, then the accounting process in (b)(i) above is applied. When a foreign operation payable or receivable classified as a net investment is partially or fully disposed, the proportionate share of the cumulative amount in the translation reserve related to that foreign operation is transferred to profit or loss as part of the profit or loss on disposal. The Company has elected not to treat repayments of monetary items receivable or payable to a foreign operation as a disposition.

(c) Financial Instruments

The Company's financial instruments comprise cash, restricted cash, equity securities, accounts receivables, derivatives in the form of foreign exchange forward contracts, bank indebtedness, accounts payable and accrued liabilities, and holdback liabilities on acquisitions.

Financial assets are recognized in the consolidated statement of financial position if we have a contractual right to receive cash or other financial assets from another entity. Financial assets, including accounts receivable, are derecognized when the rights to receive cash flows from the investments have expired or were transferred to another party and the Company has transferred substantially all risks and rewards of ownership.

All financial liabilities are recognized initially on the date at which the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial liability when its contractual obligations are discharged, cancelled or expire.

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Company has a legal right to offset the amounts and intends either to settle on a net basis or to realize the asset and settle the liability simultaneously.

(i) Non-derivative financial assets

Non-derivative financial assets are classified in the following categories at the time of initial recognition based on the purpose for which the financial assets were acquired:

Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are designated as available-for-sale and that are not classified within loans and receivables or financial assets at fair value through profit or loss. The Company's investments in equity securities are classified as available-for-sale financial assets. Subsequent to initial recognition, they are measured at fair value and changes therein, other than impairment losses which are recognized in profit or loss, are recognized in other comprehensive income and presented within equity in the fair value reserve. When an investment is derecognized, the cumulative gain or loss in other comprehensive income is transferred to profit or loss for the period.

The fair value of the available-for-sale financial assets is determined by reference to their quoted closing bid price at the reporting date.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

Loans and receivables

Loans and receivables, which comprise trade receivables, are financial assets with fixed or determinable payments that are not quoted in an active market. Such assets are recognized initially at fair value inclusive of any directly attributable transaction costs and subsequently carried at amortized cost using the effective interest method, less any impairment losses. They are included in current assets, except for those with maturities greater than 12 months after the balance sheet date, which are classified as non-current assets.

Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss which comprise warrants, are classified at fair value through profit or loss if it is classified as held for trading or is designated as such upon initial recognition. Financial assets are designated at fair value when the Company manages such investments and makes purchase and sale decisions based on their fair value and related investment strategy. Upon initial recognition, applicable transaction costs are recognized through profit or loss as incurred. Financial assets at fair value through profit or loss are measured at fair value, and changes therein are recognized in profit or loss.

(ii) Non derivative financial liabilities

Financial liabilities consist of bank indebtedness, accounts payable and accrued liabilities, and holdbacks on acquisitions. Financial liabilities are recognized initially at fair value plus any directly attributable transaction costs and subsequently measured at amortized cost using the effective interest method. The Company derecognizes a financial liability when its contractual obligations are discharged, cancelled, or expire.

(iii) Capital Stock

Common shares are classified as equity. Incremental costs directly attributable to the issue of common shares are recognized as a deduction from equity, net of tax.

(iv) Derivatives

Derivatives are recognized initially at fair value; applicable transaction costs are recognized in profit or loss as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are recognized immediately in profit or loss.

(d) Intangible assets

(i) Goodwill

Goodwill that arises upon the acquisition of subsidiaries is included in intangible assets. For measurement of goodwill at initial recognition, including the recognition of bargain purchase gains, refer to note 4. After initial recognition, goodwill is measured at cost less any accumulated impairment losses, with the carrying value being reviewed for impairment at least annually and whenever events or changes in circumstances indicate that the carrying value may be impaired. In respect of equity accounted investees, the carrying amount of goodwill is included in the carrying amount of the investment, and an impairment loss on such an investment is not allocated to any asset, including goodwill, that forms part of the carrying amount of the equity accounted investee. No such losses have been recognized during the year.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

The impairment test methodology is based on a comparison between the higher of fair value less costs to sell and value-in-use of each of the Company's business units (considered as the grouping of cash generating units ("CGU") at which level the impairment test is performed) and the net asset carrying values (including goodwill) of the Company's business units. Within the Company's reporting structure, business units generally reflect one level below the six operating segments (Volaris, Harris, Emphasys, Jonas, Homebuilder, and Friedman Operating Groups). In determining the recoverable amount, the Company applies an estimated market valuation multiple to the business unit's most recent annual recurring revenues, which are derived from combined software/support contracts, transaction revenues, and hosted products. Valuation multiples applied by management for this purpose reflect current conditions specific to the business unit and are assessed for reasonability by comparison to the Company's current and past experience of ranges of multiples required to acquire representative software companies. In addition, in certain instances, the recoverable amount is determined using a value-in-use approach which follows the same valuation process that is undertaken for the Company's business acquisitions. An impairment is recognized if the carrying amount of a CGU exceeds its estimated recoverable amount.

(ii) Acquired intangible assets

The Company uses the income approach to value acquired technology and customer relationship intangible assets. The income approach is a valuation technique that calculates the estimated fair value of an intangible asset based on the estimated future cash flows that the asset can be expected to generate over its remaining useful life.

The Company utilizes the discounted cash flow ("DCF") methodology which is a form of the income approach that begins with a forecast of the annual cash flows that a market participant would expect the subject intangible asset to generate over a discrete projection period. The forecasted cash flows for each of the years in the discrete projection period are then converted to their present value equivalent using a rate of return appropriate for the risk of achieving the intangible assets' projected cash flows, again, from a market participant perspective. The present value of the forecasted cash flows are then added to the present value of the residual value of the intangible asset (if any) at the end of the discrete projection period to arrive at a conclusion with respect to the estimated fair value of the subject intangible assets.

Specifically, the Company relies on the relief-from-royalty method to value the acquired technology and the multiple-period excess earnings ("MEEM") method to value customer relationship assets.

The underlying premise of the relief-from-royalty method is that the fair value of the technology is equal to the costs savings (or the "royalty avoided") resulting from the ownership of the asset by the avoidance of paying royalties to license the use of the technology from another owner. Accordingly the income forecast reflects an estimate of a fair royalty that a licensee would pay, on a percentage of revenue basis, to obtain a license to utilize the technology.

The MEEM method isolates the cash flows attributable to the subject asset by utilizing a forecast of expected cash flows less the returns attributable to other enabling assets, both tangible and intangible.

Other intangible assets that are acquired by the Company and have finite useful lives are measured at cost, being reflective of fair value, less accumulated amortization and impairment losses. Subsequent expenditures are capitalized only when it increases the future economic benefits that form part of the specific asset to which it relates and other criteria have been met. Otherwise all other expenditures are recognized in profit or loss as incurred.

Amortization is recognized in profit or loss on a straight-line basis over the estimated useful lives of intangible assets, other than goodwill, from the date that they are acquired and available for use, since this most closely

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reflects the expected usage and pattern of consumption of the future economic benefits embodied in the asset. To determine the useful life of the technology assets, the Company considers the length of time over which it expects to earn or recover the majority of the present value of the related intangible assets. The estimated useful lives for the current and comparative periods are as follows:

Technology assets	2 to 12 years
Customer assets	5 to 12 years
Backlog	Up to 1 year
Non-compete agreements	Life of agreement

Amortization methods, useful lives and the residual values are reviewed at least annually and are adjusted as appropriate.

(iii) Research and development

Expenditure on research activities, undertaken with the prospect of gaining new scientific or technical knowledge and understanding, is recognized in profit or loss as an expense as incurred.

Expenditure on development activities, whereby research findings are applied to a plan or design for the production of new or substantially improved products and processes, is capitalized only if the product or process is technically and commercially feasible, if development costs can be measured reliably, if future economic benefits are probable, if the Company intends to use or sell the asset and the Company intends and has sufficient resources to complete development. To date, no material development expenditures have been capitalized.

For the year ended December 31, 2012, \$123,622 (2011 – \$101,750) of research and development costs have been expensed in profit or loss. These costs are net of investment tax credits, primarily arising from applicable activities in Canada, recognized as part of other, net expenses through profit or loss of \$5,199 for the year ended December 31, 2012 (2011 – \$7,081).

(e) Property and equipment

(i) Recognition and measurement

Items of property and equipment are measured at cost less accumulated depreciation and accumulated impairment losses. Cost includes initial and subsequent expenditures that are directly attributable to the acquisition of the related asset. When component parts of an item of property, and equipment have different useful lives, they are accounted for as separate items (major components) of property and equipment, where applicable.

(ii) Depreciation

Depreciation is recognized in profit or loss on a straight-line basis over the estimated useful lives of each part of an item of property and equipment.

The estimated useful lives for the current and comparative periods are as follows:

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Asset	Rate
Computer hardware	3 Years
Computer software	1 Year
Furniture and equipment	5 Years
Leasehold improvements	Shorter of the estimated useful life and the term of the lease
Building	50 Years

Depreciation methods, useful lives and residual values are reviewed at each financial year end or more frequently as deemed relevant, and adjusted where appropriate.

(f) Inventories

Inventories are measured at the lower of cost and net realizable value. The cost of inventories is based on the first-in first-out principle, and includes expenditures incurred in acquiring the inventories, production and other costs incurred in bringing them to their existing location and condition. In the case of manufactured inventories and work in progress, cost includes an appropriate share of production overheads based on normal operating capacity. Net realizable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

(g) Work in progress

Work in progress represents the gross unbilled amount expected to be collected from customers for contract work performed to date. It is measured at cost plus profit recognized to date (see note 3(l)) less progress billings and recognized losses, if any.

Work in progress is presented in the statement of financial position for all contracts in which costs incurred plus recognized profits exceed progress billings. If progress billings exceed costs incurred plus recognized profits, then this excess is presented as deferred revenue in the statement of financial position.

(h) Acquired contract assets and liabilities

Long term customer contracts acquired in a business combination are assigned a fair value at the date of acquisition based on the remaining amounts to be billed under the contract, reduced by the estimated costs to complete the contract and an allowance for normal profit related to the activities that will be performed after the acquisition. The resulting amount is recorded as an asset when billings are in excess of estimated costs plus the allowance for normal profit on uncompleted contracts as of the acquisition date. Conversely, the resulting amount is recorded as a liability when estimated costs plus the allowance for normal profit are in excess of billings on uncompleted contracts. Significant acquired contracts have been separately presented in the statement of financial position.

Each period subsequent to the acquisition date of an applicable business, the asset (liability) is reduced (increased) by actual billings and increased (decreased) by revenue recognized in profit or loss.

(i) Other non-current liabilities

Other non-current liabilities consists of the non-current portion of lease incentives, non-compete obligations, deferred revenue and contingent consideration recognized in connection with business acquisitions to be settled in cash over the next three years, which were discounted for measurement purposes.

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(j) Impairment

(i) Financial assets (including receivables)

A financial asset not carried at fair value through profit or loss is assessed at each reporting date to determine whether there is objective evidence that it is impaired. A financial asset is impaired if objective evidence indicates that a loss event has occurred after the initial recognition of the asset, and that the loss event had a negative effect on the estimated future cash flows of that asset that can be estimated reliably.

Objective evidence that financial assets are impaired can include default or delinquency by a debtor, restructuring of an amount due to the Company on terms that the Company would not consider otherwise, or indications that a debtor or issuer will enter bankruptcy.

The Company considers evidence of impairment for receivables at both a specific and collective level. All individually significant receivables are assessed for specific impairment. All individually significant receivables found not to be specifically impaired, together with receivables that are not individually significant are collectively assessed for impairment by grouping together receivables with similar risk characteristics.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between its carrying amount and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in profit or loss and reflected in an allowance account against receivables. When a subsequent event causes the amount of impairment loss to decrease, the decrease in impairment loss is reversed through profit or loss.

Impairment losses on available-for-sale equity securities are recognized by transferring the cumulative loss that has been recognized in other comprehensive income, and presented in unrealized gains/losses on available-for-sale financial assets in equity, to profit or loss. The cumulative loss that is removed from other comprehensive income and recognized through profit or loss is the difference between the acquisition cost, and the current fair value, less any impairment loss previously recognized through profit or loss. Any subsequent recovery in the fair value of an impaired available-for-sale equity security is recognized in other comprehensive income. If, in a subsequent period, the fair value of an impaired available-for-sale debt security increases and the increase can be related objectively to an event occurring after the impairment loss was recognized in profit or loss, then the impairment loss is reversed, with the amount of the reversal recognized in profit or loss.

(ii) Non-financial assets

The carrying amounts of the Company's non-financial assets, other than inventories (note 3(f)) and deferred tax assets (note 3(n)), are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill, the recoverable amount is estimated annually on December 31 of each fiscal year.

The recoverable amount of an asset or CGU is the greater of its value in use and its fair value less costs to sell. In assessing the value in use, the Company uses discounted cash flows which are determined using a pre-tax discount rate specific to the asset or CGU. The discount rate used reflects current market conditions including risks specific to the assets. Significant estimates within the cash flows include recurring revenue growth rates and operating expenses. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets, which for the Company's purposes is typically representative of the business unit level within the corporate and management structure. For the purposes of

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goodwill impairment testing, goodwill acquired in a business combination is allocated to the CGU, or the group of CGUs, that is expected to benefit from the synergies of the combination.

An impairment loss is recognized if the carrying amount of an asset or its CGU exceeds its estimated recoverable amount. Impairment losses are recognized in profit or loss. Impairment losses recognized in respect of CGUs are allocated first to reduce the carrying amount of any goodwill allocated to the CGU, and then to reduce the carrying amounts of the other assets in the CGU (group of units) on a pro rata basis.

Goodwill that forms part of the carrying amount of an investment in an associate is not recognized separately and, therefore, is not tested for impairment separately. Instead, the entire amount of the investment in an associate is tested for impairment as a single asset when there is objective evidence that the investment in an associate may be impaired.

An impairment loss in respect of goodwill is not reversed. In respect of other non-financial assets, impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been previously recognized.

(k) Provisions

A provision is recognized if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are measured at the estimated future cash flows required to settle the present obligation, based on the most reliable evidence available at the reporting date. The estimated cash flows are discounted at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The amortization of the discount is recognized as part of finance costs.

(l) Revenue recognition

Revenue represents the fair value of consideration received or receivable from customers for goods and services provided by the Company, net of discounts and sales taxes. The Company reports revenue under four revenue categories being, License, Hardware, Professional Services, and Maintenance and other recurring revenue.

Typically, the Company's software license agreements are multiple-element arrangements as they may also include maintenance, professional services, and hardware. Multiple-element arrangements are recognized as the revenue for each unit of accounting is earned based on the relative fair value of each unit of accounting as determined by an internal analysis of prices or by using the residual method. A delivered element is considered a separate unit of accounting if it has value to the customer on a standalone basis, and delivery or performance of the undelivered elements is considered probable and substantially under the Company's control. If these criteria are not met, revenue for the arrangement as a whole is accounted for as a single unit of accounting.

The Company typically sells or licenses software on a perpetual basis, but also licenses software for a specified period. Revenue from short-term time-based licenses, which usually include support services during the license period, is recognized ratably over the license term. Revenue from multi-year time based licenses that include support services, whether separately priced or not, is recognized ratably over the license term unless a substantive support service renewal rate exists; if this is the case, the amount allocated to the delivered software is recognized as software revenue based on the residual approach once the revenue criteria have been met. In those instances where the customer is required to renew mandatory support and maintenance in order to

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maintain use of the licensed software over the license term, the Company recognizes the consideration attributable to the license and support for the initial term of the arrangement attributable to the license and support over the initial one-year term and recognizes revenue for the support renewal fees in subsequent years over the respective renewal periods.

Revenue from the license of software involving significant implementation or customization essential to the functionality of the Company's product, or from the sales of hardware where software is essential to its functionality, is recognized under the percentage-of-completion method of contract accounting based either on the achievement of contractually defined milestones or based on labour hours. Any probable losses are recognized immediately in profit or loss. In certain situations where the outcome of an arrangement cannot be estimated reliably, costs associated with the arrangement are recognized as incurred. In this situation, revenues are recognized only to the extent of the costs incurred that are probable of recovery.

A portion of the Company's sales, categorized as hardware revenue, are accounted for as product revenue. Product revenue is recognized when the Company has an executed agreement, the product has been delivered and costs can be measured reliably, the amount of the fee to be paid by the customer is fixed and determinable, and the collection of the related receivable is deemed probable from the outset of the arrangement. If for any of the product or service offerings, the Company determines at the outset of an arrangement that the amount of revenue cannot be measured reliably, and the Company concludes that the inflow of economic benefits associated with the transaction is not probable, then the revenue is deferred until the arrangement fee becomes due and payable by the customer. If, at the outset of an arrangement, the Company determines that collectability is not probable, and the Company concludes that the inflow of economic benefits associated with the transaction is not probable, then revenue recognition is deferred until the earlier of when collectability becomes probable or payment is received. If collectability becomes unlikely before all revenue from an arrangement is recognized, the Company recognizes revenue only to the extent of the fees that are successfully collected unless collectability becomes reasonably assured again. If a customer is specifically identified as a collection risk, the Company does not recognize revenue except to the extent of the fees that have already been collected.

Revenue related to the customer reimbursement of travel related expenses incurred during a project implementation is included in the hardware and other revenue category. Revenue is recognized as costs are incurred which is consistent with the period in which the costs are invoiced. Reimbursable travel expenses incurred for which an invoice has not been issued, are recorded as part of work in progress on the statement of financial position.

Maintenance and other recurring revenue primarily consists of fees charged for customer support on software products post-delivery and also includes, to a lesser extent, recurring fees derived from combined software/support contracts, transaction revenues, managed services, and hosted products. Maintenance revenue remaining to be recognized in profit or loss is recognized as deferred revenue in the statement of financial position when amounts have been billed in advance.

Professional Services revenue including implementation, training and customization of software is recognized by the stage of completion of the arrangement determined using the percentage of completion method noted above or as such services are performed as appropriate in the circumstances. The revenue and profit of fixed price contracts is recognized on a percentage of completion basis when the outcome of a contract can be estimated reliably. When the outcome of the contract cannot be estimated reliably, the amount of revenue recognized is limited to the cost incurred in the period. Losses on contracts are recognized as soon as a loss is foreseen by reference to the estimated costs of completion.

Management exercises judgement in determining whether a contract's outcome can be estimated reliably. Management also applies estimates in the calculation of future contract costs and related profitability as it relates to labour hours and other considerations, which are used in determining the value of amounts recoverable on

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contracts and timing of revenue recognition. Estimates are continually and routinely revised based on changes in the facts relating to each contract. Judgement is also needed in assessing the ability to collect the corresponding receivables.

The timing of revenue recognition often differs from contract payment schedules, resulting in revenue that has been earned but not billed. These amounts are included in work in progress. Amounts billed in accordance with customer contracts, but not yet earned, are recorded and presented as deferred revenue.

(m) Finance income and finance costs

Finance income comprises interest income, gains on the disposal of available-for-sale financial assets, dividend income, and changes in the fair value of financial assets at fair value through profit or loss. Interest income is recognized as it accrues through profit or loss, using the effective interest method.

Finance costs comprise interest expense on borrowings, amortization of the discount on provisions, fair value losses on financial assets at fair value through profit or loss, and impairment losses recognized on financial assets other than trade receivables. Transaction costs attributable to the Company's line of credit are recognized in finance costs using the effective interest method.

(n) Income taxes

Income tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income.

Current tax is the expected taxes payable or receivable on the taxable income or loss for the period, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to taxes payable in respect of previous years.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for temporary differences relating to investments in subsidiaries to the extent that it is probable that they will not reverse in the foreseeable future. In addition, deferred tax is not recognized for taxable temporary differences arising on the initial recognition of goodwill.

Deferred tax is measured at tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date. Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realized simultaneously.

A deferred tax asset is recognized for unused tax losses, tax credits, difference in tax bases in the purchaser's tax jurisdiction and its cost as reported in the consolidated financial statements as a result of an intra-group transfer of assets and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

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(o) Investment tax credits

The Company is entitled to both non-refundable and refundable Canadian investment tax credits for qualifying research and development activities in Canada. Investment tax credits are accounted for as a reduction of the related expenditure for items of a period expense nature or as a reduction of property and equipment for items of a capital nature when the amount is reliably estimable and the Company has reasonable assurance regarding compliance with the relevant objective conditions and that the credit will be realized.

(p) Segment reporting

An operating segment is a component of the Company that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Company's other components. The operating results of all operating segments are reviewed regularly by the Company's President and Chairman of the Board of Directors to make decisions about resources to be allocated to the segment and assessing their performance.

The Company has six operating segments, referred to as Operating Group's by the Company, being Volaris, Harris, Emphasys, Jonas, Homebuilder, and Friedman. The operating segments are aggregated by applying the aggregation criteria in IFRS 8, Operating Segments, into two reportable segments Public (Volaris, Harris, Emphasys Operating Groups) and Private (Jonas, Homebuilder, Friedman Operating Groups).

Segment operating results, assets and liabilities include items directly attributable to a segment as well as those that can be allocated on a reasonable basis. Unallocated items comprise mainly interest-bearing borrowings and related expenses, and corporate assets and expenses and are included as part of the other segment when reconciling to the Company's consolidated totals.

Segment capital expenditures are the total cost incurred during the period to acquire segment assets, being property and equipment and intangibles that are expected to be used for more than one year.

Corporate head office operating expenses, which exclude the unallocated items noted above, are allocated on a consistent basis to the Company's operating segments based on the operating segment's percentage of total consolidated revenue for the allocation period.

(q) Earnings per share

The Company presents basic and diluted earnings per share data for its ordinary shares, being common shares. Basic earnings per share is calculated by dividing the profit or loss attributable to ordinary shareholders of the Company by the weighted average number of ordinary shares outstanding during the period, adjusted for treasury shares held. Diluted earnings per share is determined by adjusting the profit or loss attributable to shareholders of ordinary shares and the weighted average number of shares outstanding, adjusted for the effects of all dilutive potential ordinary shares.

(r) Short-term employee benefits

Short-term employee benefit obligations, including wages, benefits, incentive compensation, and compensated absences are measured on an undiscounted basis and are expensed as the related service is provided. A liability is recognized for the amount expected to be paid under the Company's employee incentive compensation plan if the Company has legal or constructive obligation to pay this amount at the time bonuses are paid as a result of past service provided by the employee, and the obligation can be estimated reliably.

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(s) Lease payments

Payments made under operating leases are recognized in profit or loss on a straight-line basis over the term of the lease. Lease incentives received are recognized as an integral part of the total lease expense over the term of the lease.

(t) New standards and interpretations not yet adopted

A number of new standards, and amendments to standards and interpretations, are not yet effective for the year ended December 31, 2012, and have not been applied in preparing these consolidated financial statements. The relevant standards are listed below.

IFRS 9 Financial Instruments

IFRS 9 (2009) replaces the guidance in IAS 39 Financial Instruments: Recognition and Measurement, on the classification and measurement of financial assets. The Standard eliminates the existing IAS 39 categories of held to maturity, available-for-sale and loans and receivable.

Financial assets will be classified into one of two categories on initial recognition:

- financial assets measured at amortized cost; or
- financial assets measured at fair value.

Gains and losses on remeasurement of financial assets measured at fair value will be recognized in profit or loss, except that for an investment in an equity instrument which is not held-for-trading, IFRS 9 provides, on initial recognition, an irrevocable election to present all fair value changes from the investment in other comprehensive income (OCI). The election is available on an individual share-by-share basis. Amounts presented in OCI will not be reclassified to profit or loss at a later date.

IFRS 9 (2010) supersedes IFRS 9 (2009) and is effective for annual periods beginning on or after January 1, 2015, with early adoption permitted. For annual periods beginning before January 1, 2015, either IFRS 9 (2009) or IFRS 9 (2010) may be applied.

The Company intends to adopt IFRS 9 (2010) in its financial statements for the annual period beginning on January 1, 2015. The extent of the impact of adoption of IFRS 9 (2010) has not yet been determined.

IFRS 10 Consolidated Financial Statements

IFRS 10 replaces the guidance in IAS 27 Consolidated and Separate Financial Statements and SIC-12 Consolidation – Special Purpose Entities. IAS 27 (2008) survives as IAS 27 (2011) Separate Financial Statements, only to carry forward the existing accounting requirements for separate financial statements.

IFRS 10 provides a single model to be applied in the control analysis for all investees, including entities that currently are SPEs in the scope of SIC-12. In addition, the consolidation procedures are carried forward substantially unmodified from IAS 27 (2008).

The Company intends to adopt IFRS 10 in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect IFRS 10 to have a material impact on the consolidated financial statements.

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IFRS 11 Joint Arrangements

Under IFRS 11, joint arrangements are classified as either joint operations or joint ventures. IFRS 11 essentially carves out of previous jointly controlled entities, those arrangements which although structured through a separate vehicle, such separation is ineffective and the parties to the arrangement have rights to the assets and obligations for the liabilities and are accounted for as joint operations in a fashion consistent with jointly controlled assets/operations under IAS 31. In addition, under IFRS 11 joint ventures are stripped of the free choice of equity accounting or proportionate consolidation; these entities must now use the equity method.

The Company intends to adopt IFRS 11 in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect IFRS 11 to have a material impact on the consolidated financial statements.

IFRS 12 Disclosure of Interests in Other Entities

IFRS 12 contains the disclosure requirements for entities that have interests in subsidiaries, joint arrangements (i.e. joint operations or joint ventures), associates and/or unconsolidated structured entities. Interests are widely defined as contractual and non-contractual involvement that exposes an entity to variability of returns from the performance of the other entity. The required disclosures aim to provide information in order to enable users to evaluate the nature of, and the risks associated with, an entity's interest in other entities, and the effects of those interests on the entity's financial position, financial performance and cash flows.

The Company intends to adopt IFRS 12 in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect the amendments to have a material impact on the consolidated financial statements because of the nature and extent of the Company's interests in other entities.

IFRS 13 Fair Value Measurement

IFRS 13 replaces the fair value measurement guidance contained in individual IFRSs with a single source of fair value measurement guidance. It defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, i.e. an exit price. The standard also establishes a framework for measuring fair value and sets out disclosure requirements for fair value measurements to provide information that enables financial statement users to assess the methods and inputs used to develop fair value measurements and, for recurring fair value measurements that use significant unobservable inputs (Level 3), the effect of the measurements on profit or loss or other.

The Company intends to adopt IFRS 13 prospectively in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect IFRS 13 to have a material impact on the consolidated financial statements.

Amendments to IAS 28 Investments in Associates and Joint Ventures

IAS 28 (2011) carries forward the requirements of IAS 28 (2008), with the following limited amendments:

Associates and joint ventures held for sale. IFRS 5 Non-current Assets Held for Sale and Discontinued Operations applies to an investment, or a portion of an investment, in an associate or a joint venture that meets the criteria to be classified as held for sale. For any retained portion of the investment that has not been classified as held for sale, the equity method is applied until disposal of the portion held for sale. After disposal, any retained interest is accounted for using the equity method if the retained interest continues to be an associate or a joint venture.

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The Company intends to adopt the amendments in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect the amendments to IAS 28 to have a material impact on the consolidated financial statements.

Amendments to IAS 1 Presentation of Financial Statements

The amendments require that an entity present separately the items of OCI that may be reclassified to profit or loss in the future from those that would never be reclassified to profit or loss. Consequently an entity that presents items of OCI before related tax effects will also have to allocate the aggregated tax amount between these categories.

The existing option to present the profit or loss and other comprehensive income in two statements has remained unchanged.

The Company intends to adopt the amendments in its financial statements for the annual period beginning on January 1, 2013. As the amendments only require changes in the presentation of items in other comprehensive income, the Company does not expect the amendments to IAS 1 to have a material impact on the consolidated financial statements.

Amendments to IAS 19 Employee Benefits

The amendments require the following:

- Recognition of actuarial gains and losses immediately in other comprehensive income
- Full recognition of past service costs immediately in profit or loss
- Recognition of expected return on plan assets in profit or loss to be calculated based on the rate used to discount the defined benefit obligation
- Additional disclosures that explain the characteristics of the entity's defined benefit plans and risks associated with the plans, as well as disclosures that describe how defined benefit plans may affect the amount, timing and uncertainty of future cash flows, and details of any asset-liability match strategies used to manage risks.

The amendments also impact termination benefits, which would now be recognized at the earlier of when the entity recognizes costs for a restructuring within the scope of IAS 37 Provisions, and when the entity can no longer withdraw the offer of the termination benefits.

The Company intends to adopt the amendments in its financial statements for the annual period beginning on January 1, 2013. The Company does not expect the amendments to IAS 19 to have a material impact on the consolidated financial statements.

Amendments to IAS 32 and IFRS 7, Offsetting Financial Assets and Liabilities

The Company intends to adopt the amendments to IFRS 7 in its financial statements for the annual period beginning on January 1, 2013, and the amendments to IAS 32 in its financial statements for the annual period beginning January 1, 2014. The Company does not expect the amendments to have a material impact on the consolidated financial statements.

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4. Business acquisitions

During the year ended December 31, 2012, the Company closed thirty-five acquisitions for aggregate cash consideration of \$141,178 plus cash holdbacks of \$28,646 and contingent consideration with an estimated fair value of \$10,440 resulting in total consideration of \$180,264. The contingent consideration is payable on the achievement of certain financial targets in the post-acquisition period. The obligation for contingent consideration for acquisitions during the year ended December 31, 2012 has been recorded at its estimated fair value, which has been determined to be \$10,440 at the various acquisition dates. Estimated fair value of the contingent consideration is calculated using the weighted probability of the expected contingent consideration and inclusion of a discount rate as appropriate. As part of these arrangements, which included both maximum, or capped, and unlimited contingent consideration amounts, the estimated increase to the initial consideration is not expected to exceed a maximum of \$15,745. Aggregate contingent consideration of \$15,209 (December 31, 2011 - \$7,166) has been reported in the statement of financial position at its estimated fair value relating to applicable acquisitions completed in the current and prior periods. Changes made to the estimated fair value of contingent consideration are included in other expenses in the statement of comprehensive income. A credit of \$973 has been recorded for the year ended December 31, 2012 as a result of such changes (2011: nil).

There were no acquisitions during the period that were deemed to be individually material. Of the thirty-five acquisitions, the Company acquired 100% of the shares of 23 companies and acquired the net assets of the other 12 companies. The cash holdbacks are payable over periods ranging from six months to three years and are adjusted, as necessary, for such items as working capital or net tangible asset adjustments and claims under the respective representations and warranties of the agreements.

The acquisitions during the year include software companies catering to the following markets; health clubs, school administration, asset management, radiology and laboratory information systems, utilities, lease management, local government, rental, real estate brokers and agents, public transit operators, construction, agriculture equipment dealerships, retail management and distribution, marine asset management, education, consumer product licensing, direct debit and collection management services, collections management, healthcare, pharmaceutical and biological manufacturing, and COBRA billing and administration, all of which are software businesses similar to existing businesses operated by the Company. The acquisitions have been accounted for using the acquisition method with the results of operations included in these consolidated financial statements from the date of each acquisition. Seventeen of the acquisitions have been included in the Private reportable segment and eighteen have been included in the Public reportable segment.

The goodwill recognized in connection with these acquisitions is primarily attributable to the application of Constellation's best practices to improve the operations of the companies acquired, synergies with existing businesses of Constellation, and other intangibles that do not qualify for separate recognition including assembled workforce. Goodwill in the amount of \$14,660 is expected to be deductible for income tax purposes.

The gross contractual amounts of acquired receivables was \$28,907 however the Company has set up an allowance of \$1,819 as part of the acquisition accounting to reflect contractual cash flows that are not expected to be collected.

Due to the complexity and timing of certain acquisitions made in the fourth quarter of the year ended December 31, 2012, the Company is in the process of determining and finalizing the estimated fair value of the net assets acquired as part of the acquisitions. The amounts determined on a provisional basis generally relate to net tangible asset assessments and measurement of the assumed liabilities, including acquired contract liabilities. The cash consideration associated with these provisional estimates totals \$61,792.

CONSTELLATION SOFTWARE INC.

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	Public Sector	Private Sector	Consolidated
Assets acquired:			
Cash	\$ 10,351	\$ 9,673	\$ 20,024
Accounts receivable	21,450	5,638	27,088
Other current assets	12,801	2,671	15,472
Property and equipment	6,998	1,279	8,277
Other long term assets	253	-	253
Deferred income taxes	1,264	-	1,264
Technology assets	91,232	42,286	133,518
Customer assets	33,167	16,433	49,600
Backlog	1,764	-	1,764
	179,280	77,980	257,260
Liabilities assumed:			
Bank indebtedness	4,948	-	4,948
Current liabilities	23,478	6,879	30,357
Deferred revenue (a)	33,765	8,051	41,816
Deferred income taxes	13,466	7,517	20,983
Other non-current liabilities	8,627	640	9,267
	84,284	23,087	107,371
Goodwill	18,439	11,936	30,375
Total consideration	\$ 113,435	\$ 66,829	\$ 180,264

(a) Includes acquired contract liabilities of \$13,281.

The 2012 business acquisitions contributed revenue of \$81,111 and net loss of \$4,071 during the year ended December 31, 2012. Revenue and net loss amounts from acquisitions included in the Public sector were \$58,870 and \$6,199, respectively. Revenue and net income amounts from acquisitions included in the Private sector were \$22,241 and \$2,128, respectively. If these acquisitions would have occurred on January 1, 2012, management estimates that consolidated revenue would have been \$1,039,416 and consolidated net income for the year would have been \$92,292 as compared to the amounts reported in the statement of comprehensive income for the same period. In determining these amounts, management has assumed that the fair value adjustments that arose on the dates of acquisition would have been the same if the acquisitions had occurred on January 1, 2012. The net income from acquisitions includes the associated amortization of acquired intangible assets recognized as if the acquisitions had occurred on January 1, 2012.

5. Equity securities available-for-sale

At December 31, 2012, the Company held an investment in one (December 31, 2011 – three) public company listed in the U.S., which develops and sells software solutions. The investment has been designated as available-for-sale. The Company sold 100% of two investments during the year ended December 31, 2012 for cash consideration totalling \$34,977 that were previously held as of December 31, 2011 and, accordingly, an aggregate gain on sale of \$21,735 was recognized in profit or loss.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

(In thousands of U.S. dollars, except per share amounts and as otherwise indicated)

Years ended December 31, 2012 and 2011

		December 31, 2012		December 31, 2011	
		Cost	Fair Value	Cost	Fair Value
Common shares	\$	300	\$ 470	\$ 13,330	\$ 21,222

6. Inventories

	December 31,		December 31,	
	2012		2011	
Raw materials	\$	12,533	\$	9,726
Work in progress		268		429
Finished goods		5,938		3,384
Total	\$	18,739	\$	13,539

No inventories were carried at fair value less cost to sell, and the carrying amount of inventories subject to retention of title clauses was nil as at December 31, 2012 and 2011.

Raw materials and changes in finished goods and work in progress recognized as hardware expenses amounted to \$58,673 (2011: \$57,850). The write-down of inventories to net realizable value amounted to \$1,477 (2011: \$157). The reversal of write-downs amounted to nil (2011: \$764). Write-downs and reversals of write-downs are based on the Company's projected usage. The write-down and reversal are included in hardware expenses.

7. Other assets and liabilities

(a) Other assets

	December 31,		December 31,	
	2012		2011	
Prepaid assets	\$	19,961	\$	22,432
Investment tax credits recoverable		3,726		3,201
Acquired contract assets		1,586		-
Sales tax receivable		414		621
Other receivables		3,491		3,518
Total current	\$	29,178	\$	29,772
Investment tax credits recoverable	\$	8,316	\$	8,271
Non-current trade and other receivables		9,013		2,508
Equity accounted investees (i)		13,456		14,534
Acquired contract assets		319		2,692
Total non-current	\$	31,104	\$	28,005

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(i) Equity accounted investees

The Company's share of net loss in its investments currently being accounted for as equity investees was \$839 (2011: nil). Dividends received for the year totalled \$240 (2011: \$164). The market value of the publicly traded equity held in the equity accounted investee is \$10,694.

Summary financial information for equity accounted investees, not adjusted for the percentage ownership held by the Company is as follows:

	June 30, 2012	December 31, 2011
	<i>Note 1</i>	
Total assets	79,708	80,610
Total liabilities	27,244	28,159

	Six months ended June 30, 2012	Fiscal year ended December 31, 2011
	<i>Note 1</i>	
Revenue	27,500	58,962
Expenses	27,221	62,025
Net income (loss)	279	(3,063)

Note 1: Based on most recently published financial information for one of the Company's equity investee's.

(b) Other liabilities

	December 31, 2012	December 31, 2011
Contingent consideration	\$ 12,175	\$ 5,340
Other long liabilities	7,830	6,335
Total non-current liabilities	\$ 20,005	\$ 11,675

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8. Property and equipment

	Computer hardware	Computer software	Furniture and equipment	Leasehold improvements	Building	Total
Cost						
Balance at January 1, 2011	\$ 23,195	\$ 10,881	\$ 9,984	\$ 4,696	\$ 1,960	\$ 50,716
Additions	2,640	1,998	1,224	1,488	-	7,350
Acquisitions through business combinations	995	226	391	63	-	1,675
Disposals / retirements	(909)	(83)	(356)	(35)	-	(1,383)
Effect of movements in foreign exchange	(161)	(55)	(27)	(37)	(2)	(282)
Balance at December 31, 2011	\$ 25,760	\$ 12,967	\$ 11,216	\$ 6,175	\$ 1,958	\$ 58,076
Balance at January 1, 2012	\$ 25,760	\$ 12,967	\$ 11,216	\$ 6,175	\$ 1,958	\$ 58,076
Additions	2,221	2,030	1,335	514	-	6,100
Acquisitions through business combinations	2,869	180	1,800	105	3,170	8,124
Disposals / retirements	(1,297)	(93)	(328)	(164)	(250)	(2,132)
Effect of movements in foreign exchange	222	191	267	47	120	847
Balance at December 31, 2012	\$ 29,775	\$ 15,275	\$ 14,290	\$ 6,677	\$ 4,998	\$ 71,015
Depreciation and impairment losses						
Balance at January 1, 2011	\$ 17,973	\$ 9,037	\$ 7,487	\$ 2,682	\$ 68	\$ 37,247
Depreciation charge for the year	3,319	2,760	1,111	678	-	7,868
Disposals / retirements	(908)	(83)	(352)	(35)	-	(1,378)
Effect of movements in foreign exchange	(143)	(76)	(22)	(11)	-	(252)
Balance at December 31, 2011	\$ 20,241	\$ 11,638	\$ 8,224	\$ 3,314	\$ 68	\$ 43,485
Balance at January 1, 2012	\$ 20,241	\$ 11,638	\$ 8,224	\$ 3,314	\$ 68	\$ 43,485
Depreciation charge for the year	3,386	1,902	1,466	754	135	7,643
Disposals / retirements	(1,297)	(93)	(328)	(164)	(83)	(1,965)
Effect of movements in foreign exchange	165	150	210	17	10	552
Balance at December 31, 2012	\$ 22,495	\$ 13,597	\$ 9,572	\$ 3,921	\$ 130	\$ 49,715
Carrying amounts:						
At January 1, 2011	\$ 5,222	\$ 1,844	\$ 2,497	\$ 2,014	\$ 1,892	\$ 13,469
At December 31, 2011	\$ 5,519	\$ 1,329	\$ 2,992	\$ 2,861	\$ 1,890	\$ 14,591
At January 1, 2012	\$ 5,519	\$ 1,329	\$ 2,992	\$ 2,861	\$ 1,890	\$ 14,591
At December 31, 2012	\$ 7,280	\$ 1,678	\$ 4,718	\$ 2,756	\$ 4,868	\$ 21,300

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9. Intangible assets and goodwill

	Technology Assets	Customer Assets	Backlog	Non-compete agreements	Goodwill	Total
Cost						
Balance at January 1, 2011	\$ 327,705	\$ 110,939	\$ 12,977	\$ 2,680	\$ 50,145	\$ 504,446
Acquisitions through business combinations	43,057	22,407	-	17	9,296	74,777
Effect of movements in foreign exchange	(550)	(197)	-	(12)	50	(709)
Balance at December 31, 2011	\$ 370,212	\$ 133,149	\$ 12,977	\$ 2,685	\$ 59,491	\$ 578,514
Balance at January 1, 2012	\$ 370,212	\$ 133,149	\$ 12,977	\$ 2,685	\$ 59,491	\$ 578,514
Acquisitions through business combinations	134,570	49,345	1,764	-	31,076	216,755
Effect of movements in foreign exchange	3,267	593	57	41	658	4,616
Balance at December 31, 2012	\$ 508,049	\$ 183,087	\$ 14,798	\$ 2,726	\$ 91,225	\$ 799,885
Amortization and impairment losses						
Balance at January 1, 2011	\$ 172,471	\$ 49,135	\$ 10,656	\$ 2,197	\$ -	\$ 234,459
Amortization for the year	52,952	21,125	2,329	244	-	76,650
Impairment charge	376	113	-	-	-	489
Effect of movements in foreign exchange	(687)	(165)	(12)	(12)	-	(876)
Balance at December 31, 2011	\$ 225,112	\$ 70,208	\$ 12,973	\$ 2,429	\$ -	\$ 310,722
Balance at January 1, 2012	\$ 225,112	\$ 70,208	\$ 12,973	\$ 2,429	\$ -	\$ 310,722
Amortization for the year	60,172	24,205	565	200	-	85,142
Impairment charge	-	-	-	-	-	-
Effect of movements in foreign exchange	1,235	357	60	14	-	1,666
Balance at December 31, 2012	\$ 286,519	\$ 94,770	\$ 13,598	\$ 2,643	\$ -	\$ 397,530
Carrying amounts						
At January 1, 2011	\$ 155,234	\$ 61,804	\$ 2,321	\$ 483	\$ 50,145	\$ 269,987
At December 31, 2011	\$ 145,100	\$ 62,941	\$ 4	\$ 256	\$ 59,491	\$ 267,792
At January 1, 2012	\$ 145,100	\$ 62,941	\$ 4	\$ 256	\$ 59,491	\$ 267,792
At December 31, 2012	\$ 221,530	\$ 88,317	\$ 1,200	\$ 83	\$ 91,225	\$ 402,355

Impairment testing for cash-generating units containing goodwill

The annual impairment test of goodwill was performed as of December 31, 2012 and 2011 and did not result in any impairment loss. For the purpose of impairment testing, goodwill is allocated to the Company's business units which represent the lowest level within the Company at which goodwill is monitored for internal management purposes, which is not higher than the Company's operating segments. There was no goodwill allocated to the

CONSTELLATION SOFTWARE INC.

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Company's business units that was deemed to be significant in comparison to the carrying amount of goodwill as at December 31, 2012.

10. Bank indebtedness

On March 13, 2012, Constellation entered into a new credit facility with a syndicate of Canadian chartered banks and U.S. banks in the amount of \$300,000 (December 31, 2011 - \$160,000). The revolving line-of-credit bears a variable interest rate and is due in full on February 29, 2016 with no fixed repayments required over the term to maturity. Interest rates are calculated at prime or LIBOR plus interest rate spreads based on a leverage table that considers Constellation's indebtedness at that time. The line-of-credit is secured by a general security agreement covering the majority of Constellation's and its subsidiaries' present and future real and personal property, assets and undertaking, including all shares, partnership interests and other equity interests held in the capital of any other company; and is subject to various debt covenants. As at December 31, 2012, \$46,000 (December 31, 2011 - nil) had been drawn from this credit facility, and letters of credit totalling \$280 (December 31, 2011 - \$385) were issued, which limits the borrowing capacity on a dollar-for-dollar basis. Transaction costs associated with the new line-of-credit have been included as part of the carrying amount of the liability and are being amortized through profit or loss using the effective interest rate method. Amortized costs recognized in the year ended December 31, 2012 relating to this line-of-credit amounted to \$433. As at December 31, 2012, the carrying amount of such costs totalling \$1,644 has been classified as part of bank indebtedness in the statement of financial position. Capitalized costs relating to the operating line-of-credit in place at December 31, 2011 amounted to \$644, and have been expensed to finance costs during the year.

11. Provisions

At January 1, 2012	\$	3,555
Reversal		(221)
Provisions recorded during the period		4,869
Provisions used during the period		(1,970)
Effect of movements in foreign exchange		163
At December 31, 2012	\$	6,396

The provisions balance is comprised of various individual provisions for onerous contracts and other estimated liabilities of the Company of uncertain timing or amount.

CONSTELLATION SOFTWARE INC.

Notes to Consolidated Financial Statements

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Years ended December 31, 2012 and 2011

12. Income taxes

(a) Tax recognized in profit or loss

	2012	2011
Tax recognized in profit or loss		
Current tax expense		
Current year	\$ 23,324	\$ 17,942
Adjustment for prior years	302	673
	<u>23,626</u>	<u>18,615</u>
Deferred tax recovery		
Origination and reversal of temporary differences	4,120	(90,104)
Effect of change in future tax rates	(3,259)	(2,563)
Change in recognized deductible temporary differences and prior year losses	(3,035)	576
Recognition of previously unrecognized losses	(3,402)	(1,727)
	<u>(5,576)</u>	<u>(93,818)</u>
Income tax expense (recovery)	<u>18,050</u>	<u>(75,203)</u>

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Notes to Consolidated Financial Statements

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Years ended December 31, 2012 and 2011

(b) Reconciliation of effective tax rate

	2012	2011
Net income for the year	\$ 92,632	\$ 157,174
Income tax expense	18,050	(75,203)
Net income before tax	110,682	81,971
Income tax expense using Constellation's statutory tax rate of 26.5% (2011 - 28.25%)	29,331	23,157
Impact on taxes from:		
Foreign tax rate differential	(2,824)	(3,993)
Other, including non deductible expenses and non taxable income	945	(1,530)
Change in recognized deductible temporary differences	(3,464)	(89,746)
Effect of change in future tax rates	(3,259)	(2,563)
Recognition of prior year tax losses	(3,402)	(1,727)
Current year tax losses for which no deferred tax recognized	421	526
Under (over) provisions in prior years	302	673
	18,050	(75,203)

The significant change in the effective tax rate during the year was due to the recognition of a deferred tax recovery related to inter-jurisdictional transfers of certain intangible assets within the Company during the prior year.

The change in the company's statutory tax rate from the prior year arises as a result of tax rate changes in Canada becoming enacted during the year.

13. Deferred tax assets and liabilities

(a) Unrecognized deferred tax liabilities

The aggregate amount of temporary differences associated with investments in subsidiaries for which we have not recognized deferred tax liabilities is \$165,599 (2011: \$189,000) as the Company ultimately controls whether the liability will be incurred and it is satisfied that it will not be incurred in the foreseeable future. The temporary differences relate to undistributed earnings of that Company's subsidiaries. Dividends declared would be subject to withholding tax in the range of 0-5% depending on the jurisdiction of the subsidiary.

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Notes to Consolidated Financial Statements

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(b) Unrecognized deferred tax assets

	2012		2011	
Deductible temporary differences, including capital losses	\$	20,697	\$	20,400
Non capital tax losses	\$	15,876	\$	12,200

\$5,810 of the non capital tax losses expire between 2013 and 2032 and \$10,066 can be carried forward indefinitely. The deductible temporary differences and capital losses do not expire under current tax legislation. Deferred tax assets have not been recognized in respect of those items because it is not probable that future taxable profit will be available in those jurisdictions against which the Company can utilize these benefits.

(c) Recognized deferred tax assets and liabilities

	Assets		Liabilities		Net	
	2012	2011	2012	2011	2012	2011
Property, plant and equipment	20,528	3,551	(1,972)	(4,036)	18,556	(485)
Intangible assets	76,265	106,119	(42,037)	(35,742)	34,228	70,377
Reserves	4,191	2,649	-	-	4,191	2,649
Non capital loss carryforwards	13,991	5,365	-	-	13,991	5,365
SR&ED expenditure pool	1,712	4,074	(2,774)	(2,903)	(1,062)	1,171
Deferred revenue	2,327	1,678	-	-	2,327	1,678
Foreign and other tax credits	1,439	2,207	-	-	1,439	2,207
Contract asset	2,856	3,427	-	(107)	2,856	3,320
Other, including capital losses	3,193	2,470	(4,695)	(352)	(1,502)	2,118
	-	-	-	-	-	-
Tax assets (liabilities)	126,502	131,540	(51,478)	(43,140)	75,024	88,400
Reclassification	(22,196)	(31,881)	22,196	31,881	-	-
Net tax assets (liabilities)	104,306	99,659	(29,282)	(11,259)	75,024	88,400

This reclassification relates to the offsetting of deferred tax assets and deferred tax liabilities to the extent that they relate to the same taxing authorities and there is a legally enforceable right to do so.

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Notes to Consolidated Financial Statements

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(d) Movement in deferred tax balances during the year

	Balance January 1, 2012	Recognised in profit or loss	Recognised in other comprehensive income	Acquired in business combinations	Other	Balance December 31, 2012
Property, plant and equipment	(485)	19,041	-	-	-	18,556
Intangible assets	70,377	(15,166)	-	(20,983)	-	34,228
Reserves	2,649	1,542	-	-	-	4,191
Non-capital loss carryforwards	5,365	7,362	-	1,264	-	13,991
SR&ED expenditure pool	1,171	(2,233)	-	-	-	(1,062)
Deferred revenue	1,678	649	-	-	-	2,327
Tax credits	2,207	(768)	-	-	-	1,439
Contract assets	3,320	(464)	-	-	-	2,856
Other, including capital losses	1,851	(4,387)	1,114	-	(347)	(1,769)
Other	267	-	-	-	-	267
	88,400	5,576	1,114	(19,719)	(347)	75,024

	Balance January 1, 2011	Recognised in profit or loss	Recognised in other comprehensive income	Acquired in Business combinations	Other	Balance December 31, 2011
Property, plant and equipment	(1,464)	979	-	-	-	(485)
Intangible assets	(19,840)	93,522	-	(3,305)	-	70,377
Reserves	3,162	(513)	-	-	-	2,649
Non-capital loss carryforwards	8,331	(2,966)	-	-	-	5,365
SR&ED expenditure pool	808	363	-	-	-	1,171
Deferred revenue	2,392	(714)	-	-	-	1,678
Tax credits	1,938	269	-	-	-	2,207
Contract assets	2,293	1,027	-	-	-	3,320
Other, including capital losses	-	1,851	-	-	-	1,851
Other	(61)	-	172	-	156	267
	(2,441)	93,818	172	(3,305)	156	88,400

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14. Capital and other components of equity

Capital Stock

At December 31, 2011, the authorized share capital of Constellation consisted of an unlimited number of common shares and an unlimited number of Class A non-voting shares. The rights and privileges of the Class A non-voting shares entitled the holders of such shares to distributions, if and when declared by the Board of Directors provided an equivalent dividend was paid rateably on the common shares at the same time. The holders of the common shares would participate rateably with the holders of the Class A non-voting shares in any distribution of assets, or liquidation, dissolution or winding up of the Company's assets. The holders of the Class A non-voting shares were entitled to convert such shares, at any time into common shares, on a one-for-one basis.

On April 3, 2012, 100% of the Class A non-voting shares were converted to common shares, on a one-for-one basis.

	Common Shares		Class A non-voting		Total	
	Number	Amount	Number	Amount	Number	Amount
December 31, 2011	17,503,530	\$ 86,794	3,688,000	\$ 12,489	21,191,530	\$ 99,283
December 31, 2012	21,191,530	\$ 99,283	-	\$ -	21,191,530	\$ 99,283

Accumulated other comprehensive income (loss)

Accumulated other comprehensive income (loss) is comprised of the following separate components of equity:

Cumulative translation account

The cumulative translation account comprises all foreign currency differences arising from the translation of the financial statements of foreign operations, as well as foreign exchange gains and losses arising from monetary items that form part of the net investment in the foreign operation.

Amounts related to available-for-sale financial assets

Available-for-sale differences comprise the cumulative net change in the fair value of available-for-sale financial assets until the investments are sold/derecognized or impaired.

Dividends

During the year ended December 31, 2012 the Board of Directors approved and the Company declared dividends of \$4.00 per common and class A non-voting share, up to April 3, 2012 (2011 - \$2.00 per share). A dividend of \$1.00 per share representing \$21,192 was paid and settled on April 2, 2012, a second dividend of \$1.00 per share representing \$21,192 was paid and settled on July 4, 2012, a third dividend of \$1.00 per share representing \$21,192 was paid and settled on October 3, 2012, and a fourth dividend of \$1.00 per share representing \$21,192 was accrued as at December 31, 2012 and subsequently paid and settled on January 4, 2013.

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15. Revenue

The Company sub-classifies revenue within the following components: license revenue, professional services revenue, hardware and other revenue, and maintenance and other recurring revenue. Software license revenue is comprised of license fees charged for the use of software products licensed under multiple-year or perpetual arrangements in which the fair value of maintenance and/or professional service fees are determinable. Professional service revenue consists of fees charged for implementation services, custom programming, product training and consulting. Hardware and other revenue includes the resale of third party hardware as part of customized solutions, as well as sales of hardware assembled internally. Maintenance and other recurring revenue primarily consists of fees charged for customer support on software products post-delivery and also includes recurring fees derived from combined software/support contracts, transaction revenues, managed services, and hosted products.

	Years ended December 31,	
	2012	2011
License revenue	\$ 72,407	\$ 63,107
Professional services revenue	197,150	181,166
Hardware and other revenue	111,359	108,716
Maintenance and other recurring revenue	510,310	420,352
Total	\$ 891,226	\$ 773,341

Revenues from the application of contract accounting are typically allocated to license revenue, professional service revenue and hardware revenue based on their relative fair values when the amount recognized in the period is determined using the percentage of completion method under contract accounting. During the year ended December 31, 2012 \$208,563 (December 31, 2011 - \$194,749) of contract revenue was recognized.

Advances from customers for which the related work has not yet started and billings in excess of costs incurred and recognized profits are recognized as deferred revenue.

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16. Finance income and finance costs

	Years ended December 31,	
	2012	2011
Gain on sale of available-for-sale financial assets transferred from other comprehensive income	\$ (21,735)	\$ (6,253)
Gain on sale of intangible assets	(321)	-
Other finance income	(1,122)	(1,014)
Finance income	\$ (23,178)	\$ (7,267)
Interest expense on bank indebtedness	\$ 1,589	\$ 4,448
Amortization of debt related transaction costs	1,077	596
Other finance costs	1,335	531
Finance costs	\$ 4,001	\$ 5,575

The Company enters into forward foreign exchange contracts from time to time with the objective of mitigating volatility in profit or loss in respect of financial liabilities. During the period, the Company purchased contracts of this nature totaling approximately \$56 million. At December 31, 2012 a single contract remains unsettled with a value of \$19 million and the Company has recorded its fair value at December 31, 2012 based on foreign exchange rates relative to the stated rate in the contract. The fair value loss through profit or loss of \$233 has been recorded as part of finance costs. The contract was settled on January 3, 2013.

17. Earnings per share

Basic and diluted earnings per share

	Years ended December 31,	
	2012	2011
Numerator:		
Net income	\$ 92,632	\$ 157,174
Denominator:		
Basic and diluted shares outstanding	21,191,530	21,191,530
Earnings per share		
Basic and diluted	\$ 4.37	\$ 7.42

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18. Capital risk management

The Company's objectives in managing capital are to ensure sufficient liquidity to pursue its strategy of organic growth combined with strategic acquisitions and to provide returns to its shareholders. The Company manages its capital with the objective of ensuring that there are adequate capital resources while maximizing the return to shareholders through the optimization of the debt and equity balance. The capital structure of the Company consists of cash, credit facilities and components of shareholders' equity including retained earnings and capital stock.

The Company is subject to certain covenants on its credit facilities. The covenants include a leverage ratio and an interest coverage ratio, as well as a minimum level of earnings for entities over which the lenders have security. The Company monitors the ratios on a quarterly basis. Other than the covenants required for the credit facilities, the Company is not subject to any externally imposed capital requirements.

The Board of Directors determine if and when dividends should be declared and paid based on all relevant circumstances, including the desirability of financing further growth of the Company and its financial position at the relevant time. The Board of Directors has adopted a policy to pay quarterly dividends, which commenced in 2012. Constellation intends to declare a regular quarterly dividend to allow shareholders to participate in its free cash flow, while retaining sufficient capital to invest in acquisitions and organic growth. There is no guarantee that dividends will continue to be declared and paid in the future.

The Company makes adjustments to its capital structure in light of general economic conditions, the risk characteristics of the underlying assets and the Company's working capital requirements. In order to maintain or adjust its capital structure, the Company, upon approval from its Board of Directors, may increase or decrease dividends, increase or decrease the line of credit or undertake other activities as deemed appropriate under the specific circumstances. The Board of Directors reviews and approves any material transactions not in the ordinary course of business, as well as significant acquisitions and other major investments above pre-determined quantitative thresholds.

19. Financial risk management and financial instruments

Overview

The Company is exposed to risks of varying degrees of significance which could affect its ability to achieve its strategic objectives for growth. The main objectives of the Company's risk management process are to ensure that risks are properly identified and that the capital base is adequate in relation to those risks. The principal financial risks to which the Company is exposed are described below.

Market risk

Market risk is the risk that changes in market prices, such as fluctuations in the equity prices of the Company's publicly traded investments, foreign exchange rates and interest rates, will affect the Company's income or the value of its financial instruments.

The Company manages risk related to fluctuations in the market prices of its publicly traded investments by regularly conducting financial reviews of publicly available information to ensure that any risks are within

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established levels of risk tolerance. The Company does not routinely engage in risk management practices such as hedging, derivatives or short selling with respect to its publicly traded investments.

The Company is exposed to interest rate risk on the utilized portion of its line of credit and does not currently hold any financial instruments that mitigate this risk. Management does not believe that the impact of interest rate fluctuations relative to the variable interest rate attached to the line of credit and in consideration of the current and expected level of borrowings will be significant and, therefore, has not provided a sensitivity analysis of the impact of fluctuations on net and comprehensive income.

The Company operates internationally, giving rise to exposure to market risks from changes in foreign exchange rates which impact sales and purchases that are denominated in a currency other than the respective functional currencies of certain of its subsidiaries. The Company currently does not typically use derivative instruments to hedge its exposure to those risks. Most of the Company's businesses are organized geographically so that many of its expenses are incurred in the same currency as its revenues thus mitigating some of its exposure to currency fluctuations.

The Company enters into forward foreign exchange contracts from time to time with the objective of mitigating volatility in profit or loss in respect of monetary liabilities. During the year, the Company purchased three contracts of this nature and has recorded the one unsettled contract at its fair value at December 31, 2012 based on foreign exchange rates relative to the stated rate in the contract. The fair value adjustment has been recorded in finance costs in net income.

Foreign currency sensitivity analysis:

The Company is mainly exposed to fluctuations in the Canadian dollar, British pound, Swiss franc, Euro, and Australian dollar. The major currency exposures, as of December 31, 2012, are summarized in U.S. dollar equivalents in the following table. The local currency amounts have been converted to U.S. dollar equivalents using the period end exchange rates.

	Canadian Dollar	British Pound	Swiss Franc	Euro	Australian Dollar
Current assets	\$ 29,493	\$ 21,687	\$ 20,959	\$ 16,506	\$ 7,806
Non-current assets	74,328	56,747	2,263	29,467	21,301
Current liabilities	(39,294)	(30,493)	(25,795)	(11,481)	(10,829)
Non-current liabilities	(7,299)	(12,013)	(9,742)	(7,550)	(890)
Net financial assets	\$ 57,228	\$ 35,928	\$ (12,315)	\$ 26,942	\$ 17,388

The following table details the Company's sensitivity, with regards to the above net asset position, to a 1% strengthening of the Canadian dollar, British pound, Swiss Franc, Euro, and Australian dollar against the U.S. dollar. The sensitivity analysis includes foreign currency denominated monetary assets and liabilities and non-monetary assets and liabilities of non-USD functional subsidiaries, and adjusts their translation at period end for a 1% change in foreign currency rates. For a 1% weakening against the U.S. dollar, there would be an equal and opposite impact on net and comprehensive income.

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	Canadian Dollar	British Pound	Swiss Franc	Euro	Australian Dollar
Net and comprehensive income	\$ 572	\$ 359	\$ (123)	\$ 269	\$ 174

Liquidity risk

Liquidity risk is the risk that the Company is not able to meet its financial obligations as they fall due or can do so only at excessive cost. The Company manages liquidity risk through the management of its capital structure and financial leverage, as outlined in note 18 to the consolidated financial statements. The Company's growth is financed through a combination of cash flows from operations and borrowing under the existing credit facilities. One of management's primary goals is to maintain an optimal level of liquidity through the active management of the assets and liabilities as well as the cash flows from operations. The details of the Company's credit facilities are disclosed in note 10 to the consolidated financial statements. As at December 31, 2012, available credit in respect of the Company's bank credit facility was \$253,720.

The majority of the Company's financial liabilities recorded in accounts payable and accrued liabilities are due within 60 days. Holdbacks payable related to business acquisitions are due within six months to three years.

Given the Company's available liquid resources as compared to the timing of the payments of liabilities, management assesses the Company's liquidity risk to be low.

Credit risk

Credit risk represents the financial loss that the Company would experience if a counterparty to a financial instrument, in which the Company has an amount owing from the counterparty failed to meet its obligations in accordance with the terms and conditions of its contracts with the Company. The carrying amount of the Company's financial assets, including receivables from customers, represents the Company's maximum credit exposure.

The majority of the accounts receivable balance relates to maintenance invoices to customers that have a history of payment. In addition, a large proportion of the Company's accounts receivable is with public sector government agencies where the credit risk has historically been assessed to be low.

The maximum exposure to credit risk for accounts receivables at the reporting date by geographic region was:

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	December 31, 2012	December 31, 2011
United States	\$ 70,916	\$ 53,332
Canada	23,401	20,229
United Kingdom	12,139	10,987
Europe	14,614	9,585
Other	5,917	2,126
	<u>\$ 126,987</u>	<u>\$ 96,259</u>

The maximum exposure to credit risk for accounts receivable at the reporting date by reportable segment was:

	December 31, 2012	December 31, 2011
Public	95,005	70,400
Private	31,982	25,859
	<u>\$ 126,987</u>	<u>\$ 96,259</u>

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The aging of accounts receivables at the reporting date was:

	December 31, 2012	December 31, 2011
Current	91,475	44,945
61-120 days		
Gross	19,553	29,585
Impairment	(959)	(77)
Net	18,594	29,508
More than 120 days		
Gross	24,528	28,505
Impairment	(7,610)	(6,699)
Net	16,918	21,806
Total accounts receivable		
Gross	135,556	103,035
Impairment	(8,569)	(6,776)
Net	126,987	96,259

An allowance account for accounts receivable is used to record impairment losses unless the Company is satisfied that no recovery of the amount owing is possible; at which point the amounts are considered to be uncollectible and are written off against the specific accounts receivable amount attributable to a customer. The number of days outstanding of an individual receivable balance is the key indicator for determining whether an account is at risk of being impaired.

The movement in the allowance for impairment in respect of accounts receivable during the year ended:

	2012	2011
Balance at January 1	\$ 6,776	\$ 8,287
Impairment loss recognized	6,936	3,737
Impairment loss reversed	(3,198)	(3,834)
Amounts written off	(1,945)	(1,414)
Balance at December 31	\$ 8,569	\$ 6,776

There is no concentration of credit risk because of the Company's diverse and disparate number of customers with individual receivables that are not significant to the Company on a consolidated basis. In addition the Company typically requires up front deposits from customers to protect against credit risk.

The Company manages credit risk related to cash by maintaining bank accounts with Schedule 1 banks.

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In the ordinary course of business the Company and its subsidiaries have provided performance bonds and other guarantees for the completion of certain customer contracts. The Company has not experienced a loss to date and future losses are not anticipated; therefore, no liability has been recorded in the consolidated statements of financial position related to these types of indemnifications or guarantees at December 31, 2012.

Fair values versus carrying amounts

The carrying values of accounts receivable, accounts payable, accrued liabilities, the majority of acquisition holdbacks and bank debt, approximate their fair values due to the short-term nature of these instruments. Bank debt is subject to market interest rates.

The Company has capitalized transaction costs associated with its current line of credit. As a result at December 31, 2012, the fair value of the line of credit is \$46,000 and the carrying value \$44,356. (December 31, 2011: fair value nil, carrying value \$644 – included as part of other assets).

The fair values of available-for-sale equity investments at the reporting date are determined by the quoted market values for each investment (note 5).

Fair value hierarchy

The table below analyzes financial instruments carried at fair value, by valuation method.

- level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities;
- level 2 inputs are inputs other than quoted prices included in level 1 that are observable for the asset or liability either directly (i.e. prices) or indirectly (i.e. derived from prices); and
- level 3 inputs are inputs for the asset or liability that are not based on observable market data (i.e. unobservable inputs).

In the table below, the Company has segregated all financial assets and liabilities that are measured at fair value into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date. The Company has no financial assets or liabilities measured using level 3 inputs.

Financial assets and financial liabilities measured at fair value as at December 31, 2012 and December 31, 2011 in the financial statements are summarized below. The Company has no additional financial liabilities measured at fair value initially other than those recognized in connection with business combinations.

	December 31, 2012			December 31, 2011		
	Level 1	Level 2	Total	Level 1	Level 2	Total
Assets:						
Equity securities	\$ 470	\$ -	\$ 470	\$ 21,222	\$ -	\$ 21,222
Foreign exchange forward contract	-	-	-	443	-	443
	\$ 470	\$ -	\$ 470	\$ 21,665	\$ -	\$ 21,665
Liabilities:						
Foreign exchange forward contract	\$ 233	\$ -	\$ 233	\$ -	\$ -	\$ -
	\$ 233	\$ -	\$ 233	\$ -	\$ -	\$ -

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There were no transfers of fair value measurements between level 1 and level 2 of the fair value hierarchy in 2012 and 2011.

20. Operating leases

The Company leases premises and certain equipment and automobiles under operating leases. The operating rental expense for the year ended December 31, 2012 was \$16,472 (2011 - \$14,849). The annual minimum lease commitments are as follows:

	December 31, 2012	December 31, 2011
Less than 1 year	\$ 19,749	\$ 14,921
Between 1 and 5 years	37,488	27,354
More than 5 years	9,032	7,044
Total	\$ 66,269	\$ 49,319

21. Operating segments

Segment information is presented in respect of the Company's business and geographical segments. The accounting policies of the segments are the same as those described in the significant accounting policies section of these consolidated financial statements.

Reportable segments

The Company has six operating segments, which have been aggregated into two reportable segments in accordance with IFRS 8 Operating Segments. The Company's Public Sector segment develops and distributes software solutions primarily to government and government-related customers. The Company's Private Sector segment develops and distributes software solutions primarily to commercial customers.

The determination that the Company has two reportable segments is based primarily on the assessment that differences in economic cycles and procedures for securing contracts between our governmental clients and commercial, or private sector clients, are significant, thus warranting distinct segmented disclosures.

Corporate head office operating expenses are allocated to the Company's segments based on the segment's percentage of total consolidated revenue for the allocation period.

Intercompany expenses (income) represent Constellation head office management fees and intercompany interest charged to the reportable segments.

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Fiscal year ended December 31, 2012	Public Sector	Private Sector	Other	Consolidated Total
Revenue	\$ 635,991	\$ 255,235	\$ -	\$ 891,226
Expenses				
Staff	331,027	138,650	-	469,677
Hardware	53,269	8,177	-	61,446
Third party licenses, maintenance and professional services	39,509	21,960	-	61,469
Occupancy	14,734	6,289	-	21,023
Travel	28,627	7,340	-	35,967
Telecommunications	7,258	3,738	-	10,996
Supplies	11,545	3,763	-	15,308
Professional fees	11,147	3,884	-	15,031
Other, net	7,548	6,810	-	14,358
Depreciation	5,389	1,867	387	7,643
Amortization of intangible assets	58,909	26,233	-	85,142
	568,962	228,711	387	798,060
Foreign exchange (gain) loss	2,339	(247)	(1,270)	822
Equity in net loss of equity investees	-	-	839	839
Finance income	(1,394)	(109)	(21,675)	(23,178)
Finance costs	332	734	2,935	4,001
Inter-company expenses (income)	19,439	8,172	(27,611)	-
	20,716	8,550	(46,782)	(17,516)
Profit before income tax	46,313	17,974	46,395	110,682
Current income tax expense (recovery)	18,692	7,865	(2,931)	23,626
Deferred income tax expense (recovery)	(3,374)	(3,317)	1,115	(5,576)
Income tax expense (recovery)	15,318	4,548	(1,816)	18,050
Net income	30,995	13,426	48,211	92,632

December 31, 2012	Public Sector	Private Sector	Other	Consolidated Total
Current assets	179,512	58,938	15,163	253,613
Current liabilities	283,869	113,514	75,158	472,541
Goodwill	56,754	34,471	-	91,225
Other Intangible assets	196,608	114,522	-	311,130

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Fiscal year ended December 31, 2011	Public Sector	Private Sector	Other	Consolidated Total
Revenue	\$ 571,651	\$ 201,690	\$ -	\$ 773,341
Expenses				
Staff	288,919	112,460	-	401,379
Hardware	53,665	7,189	-	60,854
Third party licenses, maintenance and professional services	35,581	15,485	-	51,066
Occupancy	13,328	5,590	-	18,918
Travel	24,113	5,925	-	30,038
Telecommunications	6,762	3,230	-	9,992
Supplies	12,437	2,877	-	15,314
Professional fees	6,037	2,586	-	8,623
Other, net	3,349	5,130	-	8,479
Depreciation	5,806	1,654	408	7,868
Amortization of intangible assets	56,926	19,724	-	76,650
	506,923	181,850	408	689,181
Impairment of non-financial assets	489	-	-	489
Foreign exchange (gain) loss	1,250	(610)	2,752	3,392
Finance income	(318)	(64)	(6,885)	(7,267)
Finance costs	222	188	5,165	5,575
Inter-company expenses (income)	20,205	9,380	(29,585)	-
	21,848	8,894	(28,553)	2,189
Profit before income tax	42,880	10,946	28,145	81,971
Current income tax expense (recovery)	14,843	5,985	(2,213)	18,615
Deferred income tax expense (recovery)	(56,380)	(37,584)	146	(93,818)
Income tax recovery	(41,537)	(31,599)	(2,067)	(75,203)
Net income	84,417	42,545	30,212	157,174

December 31, 2011	Public Sector	Private Sector	Other	Consolidated Total
Current assets	140,517	43,649	36,362	220,528
Current liabilities	232,410	87,540	886	320,836
Goodwill	37,827	21,664	-	59,491
Other Intangible assets	128,405	79,896	-	208,301

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Geographical segments

The public and private sector segments are managed on a worldwide basis, but operate in three principal geographical areas, Canada, USA, and UK/Europe.

In presenting information on the basis of geographical segments, segment revenue is based on the region in which the revenue is transacted and intellectual property is located. Segment assets are based on the geographic locations of the assets.

Year ended December 31, 2012	Canada	USA	UK/Europe	Other	Total
Revenue	\$ 172,171	\$ 517,787	\$ 172,081	\$ 29,187	\$ 891,226
Total assets	158,103	434,012	186,515	34,049	812,679
Property and equipment	5,788	6,433	8,177	902	21,300
Acquired contract assets	-	1,740	165	-	1,905
Intangible assets	53,587	242,333	84,762	21,673	402,355

Year ended December 31, 2011	Canada	USA	UK/Europe	Other	Total
Revenue	\$ 131,951	\$ 467,202	\$ 165,251	\$ 8,937	\$ 773,341
Total assets	268,484	250,251	96,415	15,425	630,575
Property and equipment	5,573	4,841	3,608	569	14,591
Acquired contract assets	-	1,052	1,640	-	2,692
Intangible assets	113,051	104,929	39,809	10,003	267,792

Major customers

No customer represents revenue in excess of 10% of total revenue in both 2012 and 2011.

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22. Contingencies

In the normal course of operations, the Company is subject to litigation and claims from time to time. The Company may also be subject to lawsuits, investigations and other claims, including environmental, labour, product, customer disputes and other matters. Management believes that adequate provisions have been recorded in the accounts where required. Although it is not always possible to estimate the extent of potential costs, if any, management believes that the ultimate resolution of such contingencies will not have a material adverse impact on the results of operations, financial position or liquidity of the Company.

On September 30, 2008, Constellation acquired certain assets and liabilities of Maximus Inc.'s Asset, Justice, and Education Solutions businesses ("MAJES"). As part of the acquisition, the Company also acquired certain long-term contracts that contain contingent liabilities which may, but are unlikely to, exceed \$15 million in the aggregate. The contingent liabilities relate to liquidated damages contractually available to customers for breaches of contracts by MAJES and for estimated damages available to customers for breaches of such contracts by MAJES where such contracts did not contain specified penalties. The contingent liabilities represent the difference between the maximum financial liabilities potentially due to customers less the amounts accrued in connection with the contracts assumed on acquisition.

In February 2011, MAXIMUS Inc. ("Maximus") and a subsidiary of Constellation received a letter from a customer initiating a dispute resolution process under the customer's contract. The customer alleged that the subsidiary of Constellation and Maximus failed to observe the most favoured customer pricing terms of the contract. The subsidiary of the Company, Maximus, and the customer have resolved the issues relating to the most favoured customer pricing terms of the contract without liability to the Company. The customer also alleged that the subsidiary of Constellation and Maximus failed to provide the services and products required to be delivered under the contract. The subsidiary of the Company, Maximus, and the customer, pursuant to the terms of the contract, entered into arbitration proceedings in respect of the customer's claims. The potential liability was undefined with respect to the claims in arbitration, however, the contract with the customer has a \$9 million limitation of liability clause that the Company believes will apply to all of the claims in arbitration, should there be an unfavourable outcome to the Company. In October 2012, the customer filed a claim in court alleging no contract existed between the customer and the subsidiary of Constellation and was seeking restitution of a minimum of \$12 million. In December 2012, the subsidiary of Constellation obtained an arbitration ruling in relation to the customer dispute. The arbitration ruling concluded that no amounts were owed by the subsidiary to the customer for the various claims made by the customer and that the customer owes the subsidiary approximately \$10 million in fees for services provided under the contract and for amounts owing due to a breach of contract by the customer. Constellation is seeking to obtain a court judgement to enforce the arbitration ruling. The gains based on this ruling have deemed to be contingent and, accordingly, have not been recognized in these consolidated financial statements.

On November 2, 2009, the Company acquired certain assets and liabilities of the Public Transit Solutions ("PTS") business of Continental Automotive AG. The Company also acquired contingent liabilities related to certain long-term contracts that may, but are unlikely to, exceed \$1 million in the aggregate. The contingent liabilities relate to liquidated damages contractually available to customers for breaches of contracts by PTS. The contingent liabilities represent the difference between the maximum financial liabilities potentially due to customers less the estimated fair value amounts accrued in connection with the contracts assumed on acquisition.

In July 2012, a subsidiary of Constellation received a notice of reassessment for the 2004 taxation year from the Canadian tax authorities ("CRA") which increased taxable income of the subsidiary by approximately \$20 million relating to a gain on the sale of property between entities under common control. As a result of the notice of reassessment, the CRA has determined that the subsidiary owes approximately \$6 million in federal tax and interest and approximately \$5 million in provincial tax and interest. In order to appeal the reassessment, the subsidiary paid \$8 million in September 2012 representing 50% of the amount owing from the federal

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reassessment and 100% of the amount owing from the provincial reassessment. At this stage, the Company believes the proposed reassessment is without merit and is challenging the reassessment. In Q1, 2013, the Company filed an appeal with the Tax Court of Canada. The Company believes that it has adequately provided for the probable outcome in respect of this matter and as such no additional provision has been recorded in these financial statements during the year. There is no assurance, however, that the Company's appeal will be successful and, if unsuccessful, the Company's future financial results and tax provisions could be adversely affected. The \$8 million payment made in September 2012 has been recorded in other non-current assets.

23. Guarantees

- (a) In the ordinary course of business the Company and its subsidiaries have provided performance bonds and other guarantees for the completion of certain customer contracts. The total obligations of the Company pursuant to such bonds and related contingencies total \$38,279 (2011 - \$30,077). No liability has been recorded in the consolidated financial statements.
- (b) As at December 31, 2012, in the normal course of business, the Company and its subsidiaries have outstanding letters of credit totalling \$280 (2011 - \$385).
- (c) In the normal course of business, some of the Company's subsidiaries entered into lease agreements for facilities. As the joint lessees, the subsidiaries agree to indemnify the lessor for liabilities that may arise from the use of the leased facility. The maximum amount potentially payable under the foregoing indemnity cannot be reasonably estimated. The subsidiaries have liability insurance that relates to the indemnifications.
- (d) The Company and its subsidiaries have provided routine indemnifications to some of its customers against liability if the Company's product infringes on a third party's intellectual property rights. The maximum exposure from the indemnifications cannot be reasonably estimated.

24. Changes in non-cash operating working capital

	2012	2011
Increase in accounts receivable	\$ (3,786)	\$ (4,420)
Increase in work in progress	(6,758)	(1,282)
Decrease in other current assets	4,215	1,611
Decrease in inventory	2,812	2,610
Increase in non-current assets	(3,635)	(5,403)
Change in acquired contract assets and liabilities	(4,585)	(14,150)
Decrease in other non-current liabilities	(9,921)	(1,002)
Increase (decrease) in accounts payable and accrued liabilities		
excluding holdbacks from acquisitions	4,707	(793)
(Decrease) increase in deferred revenue	(877)	5,618
Increase in provisions	438	1,315
	\$ (17,390)	\$ (15,896)

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25. Related parties

Key management personnel compensation

The key management personnel of the Company, inclusive of the operating segments, are the members of the Company's executive management team at the Company operating segments and head office and Board of Directors, and control approximately 13% of the outstanding shares of Constellation.

		Years ended December 31,	
		2012	2011
Salaries, bonus and employee benefits	\$	13,087	\$ 11,812
Total	\$	13,087	\$ 11,812

If terminated for other than just cause, each executive officer, is entitled to either up to 12 months prior written notice or payment in an amount equal to up to 12 months salary (or in the case of the Chief Operating Officer, 12 months total compensation) at the rate in effect at the time of his or her termination. There were no post-employment benefits, other long-term benefits, or share-based payments attributed to the key management personnel in 2012 and 2011.

26. Subsequent events

On March 6, 2013 the Company declared a \$1.00 per share dividend that is payable on April 4, 2013 to all common shareholders of record at close of business on March 18, 2013.

On March 6, 2013 the Company's board of directors approved an employee share purchase plan that is expected to be made available to employees in the second quarter of 2013. The purpose of the plan is to enable employees of the Company to acquire shares of Constellation in the market through payroll deduction contributions. The participation of an employee in the plan is entirely voluntary and not obligatory.

On February 14, 2013, the Company sold the Technology and Cloud solution assets of the previously acquired Computer Software Innovations, Inc. ("CSWI") to Encore Technology Group.

Subsequent to December 31, 2012, the Company acquired the net assets of two entities and acquired 100% of the shares of four additional entities for aggregate cash consideration of \$35,463 on closing plus cash holdbacks of \$3,154 and contingent consideration with an estimated fair value of \$650 resulting in total consideration of \$39,267. The contingent consideration is payable on the achievement of certain financial targets in the post-acquisition period. The business acquisitions include companies catering to the healthcare, glass and fenestration, transit, school administration, financial services, and radiology & laboratory information systems markets, and are all software companies similar to the existing business of the Company. Three of the businesses will be included in the Company's Public Sector segment, and three in the Private Sector segment. Due to the complexity and timing of certain acquisitions completed subsequent to December 31, 2012, the Company is unable to provide additional disclosure as the accounting for these business combinations is incomplete.

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27. Comparative Figures

Certain comparative figures included in the consolidated statement of cash flows, and current assets, as disclosed in note 7, have been reclassified to conform to the current period's presentation.