

Torres Rojas, Genara

Message

From: foia@foia.com
Sent: Wednesday, July 13, 2011 10:08 AM
To: Van Dyne, Sharee
Cc: Torres Rojas, Genara; Duffy, Daniel
Subject: Freedom of Information Online Request Form

Information:

First Name: Rose
Last Name: Santos
Company: FOIA Group, Inc.
Mailing Address 1: PO Box 368
Mailing Address 2:
City: Depew
State: NY
Zip Code: 14043
Email Address: foia@foia.com
Phone: 7166080800
Required copies of the records: Yes

List of specific record(s):

Relevant to RFP 23090, we seek the contract awarded to AssetWorks, and the winning proposal submitted by AssetWorks.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

August 15, 2012

Ms. Rose Santos
FOIA Group, Inc.
P.O. Box 368
Depew, NY 14043

Re: Freedom of Information Reference No. 12453

Dear Ms. Santos:

This is a response to your July 13, 2011 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for a copy of Asset Works proposal and the contract related to RFP No. 23090.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/12453-C.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to Exemption (1) of the Code.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

Attachment

225 Park Avenue South
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010**

May 31, 2011

VIA MAIL and EMAIL: Sandra.McFarland@AssetWorks.com

AssetWorks, Inc.
998 Old Eagle School Road
Wayne, PA 19087

Re: Agreement With AssetWorks, Inc. ("AssetWorks") for the Provision and Maintenance of a Vehicle Maintenance Management System for PATH: Contract #4600008649; Purchase Order #4500062428

Dear Ms. McFarland:

The Port Authority of New York and New Jersey ("Port Authority") hereby accepts AssetWork's proposal for the provision and maintenance of a Vehicle Maintenance Management System for PATH. The term of the resulting Contract shall be for the period effective June 1, 2011 through April 30, 2017, subject to earlier termination or extension as provided for in the Contract. The Contract also provides for three one-year extension periods upon the same terms and conditions.

The Contract between the parties will consist of the following documents; in case of conflict between any of the documents, the order of precedence shall be as numbered below:

1. This letter of award;
2. The Port Authority's "Attachment B: Standard Contract Terms and Conditions";
3. AssetWork's Software License Agreement (AWPANYNJ-01);
4. AssetWork's Software Maintenance Agreement;
5. The Irrevocable Letter of Credit No. _____ dated May 31, 2011;
6. AssetWork's revised Best and Final Offer ("BAFO") dated May 2, 2011;
7. AssetWork's Implementation Plan dated April 26, 2011;

8. AssetWork's BAFO dated April 26, 2011;
9. AssetWork's BAFO dated April 5, 2011;
10. AssetWork's BAFO dated April 1, 2011;
11. AssetWork's BAFO dated March 28, 2011;
12. AssetWork's BAFO dated March 11, 2011;
13. AssetWork's BAFO dated February 22, 2010;
14. AssetWork's presentation to the Authority entitled "FASuite, Presented To Port Authority Trans Hudson Corporation, Port Authority of New York & New Jersey" dated February 11, 2011, which includes the "Summary of Integration AssetWorks & SAP";
15. AssetWork's Response to the Port Authority's Questions dated January 31, 2011;
16. AssetWork's Pricing for the Alternate Plan dated January 13, 2011;
17. AssetWork's Proposal to the Port Authority's Request for Proposal ("RFP") 23090, dated January 6, 2011, including "FASuite Storekeeper Portal Training" and "FASuite 6.1.0 Release Notes" **but** excluding the section in AssetWork's Proposal entitled "Statement of Work (Primary) and the corresponding cost proposal for such Primary Statement of Work;
18. The Port Authority's Addendum #2 to RFP 23090 dated December 20, 2010;
19. The Port Authority's Addendum #1 to RFP 23090 dated December 15, 2010;
20. The Port Authority's RFP 23090 entitled "Vehicle Maintenance Management System (VMMS)".

Your facility contact is Kenneth Bransky, who can be reached at (201) 216-6212, or his designee. If you have any questions concerning the award of this Contract, please contact James Summerville at (212) 435-3954.

For invoicing and correspondence purposes, Purchase Order #4500062428 has been assigned to this Contract.

Please signify your concurrence by signing at the lower left and returning both signed copies of

BMO



Bank of Montreal, Chicago, Illinois

STANDBY/ LETTERS OF CREDIT
C/O 234 Simcoe Street
3rd Floor
Toronto Ontario M5T 1T4
Canada
Tel. 1-877-801-0414
Fax. 1-877-801-7787
SWIFT BOMUS4X

**Irrevocable
Standby Letter of Credit No.: BMCH332757OS**

Date of Issue: May 31, 2011

Beneficiary:
Port Authority Trans-Hudson Corporation
c/o The Port Authority of New York & New Jersey
225 Park Avenue South, 12th Floor
New York, NY 10003
Attn: CREDIT MANAGER

Applicant:
AssetWorks Inc.
998 Old Eagle School Road,
Suite 1215, Wayne
Pennsylvania 19087

Amount: Eighty Thousand and 00/100's United States Dollars (USD80,000.00)

At the request of AssetWorks Inc., we, Bank of Montreal, Chicago, Illinois, hereby open this CLEAN IRREVOCABLE LETTER OF CREDIT NO. EX. 1 in your favor up to an aggregate of Eighty Thousand 00/100's United States Dollars (USD80,000.00), available by your draft(s) on us at sight.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at Bank of Montreal, Trade Finance Operations, 111 West Monroe Street, 17th Floor West, Chicago, Illinois 60603 on or before the expiration date set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under Bank of Montreal Letter of Credit No. Ex. 1 dated May 31, 2011". Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on May 31, 2012.

ORIGINAL



This CLEAN IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail or courier to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

SIGNING OFFICER
BMCH3327570S

SOORI THAMOTHARAMPILLAI

AUTHORIZED SIGNING OFFICER

ANSHETA KULKARNI

ORIGINAL

AssetWORKS

May 2, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

AssetWorks is pleased to submit our revised BAFO which includes reference to the project schedule included in the electronic Microsoft Project Document submitted in response to a request from PATH that will document the agreed schedule between the parties.

This schedule is consistent with the Alternate Schedule included in the BAFO response dated February 22, 2011 and minimized any overlapping tasks within the respective operating groups. Although there is overlap between Phase I and II, there is very little overlap within each phase and would not impact the same groups.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$578,125.00</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,510,393.00

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

200 devices x \$1,364.50 per unit/handheld device \$272,900.00
 (includes charging / syncing cradle and USB cable and shipping)
 Per unit charges are higher for quantities fewer than 100 handheld devices as noted in the Hardware Pricing Information section below

C. DT120MX 19" kiosks, base term

7 Kiosks x \$4,497.00 per unit/kiosk \$31,479.00
 (includes shipping)
 Per unit charges are higher for quantities fewer than 2 kiosks as noted in the Hardware Pricing Information section below. Quantity greater than 15 qualifies for a higher discount as noted in the Hardware Pricing Section below.

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$364,507.81
\$10,125.22 per month * 36 months



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Training (Delivery)

\$ _____ per class * X classes

D-tot Total: \$364,507.81

E. Option Period 1: On-going Maintenance

Ongoing Maintenance

\$11,154.20 per month * 12 months

\$133,850.39

Training (Delivery)

\$ _____ per class * X classes

E-tot Total: \$133,850.39

F. Option Period 2: On-going Maintenance

Ongoing Maintenance

\$11,711.91 per month * 12 months

\$140,542.91

Training (Delivery)

\$ _____ per class * X classes

F-tot Total: \$140,542.91

G. Option Period 3: On-going Maintenance

Ongoing Maintenance

\$12,297.50 per month * 12 months

\$147,570.06

Training (Delivery)

\$ _____ per class * X classes

G-tot Total: \$147,570.06

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00



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H-Tot Total Base Period – 3 years			\$94,500.00
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I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS			\$5,837,493.17
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



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Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 150 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

NAPA TAMS Integration

Networkfleet GPS Integration

Zonar Systems Inspection Integration

Zonar Systems GPS Integration

Trapeze Ops Integration

Trapeze ITS Integration

Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



Vehicle Data Collector
Hosting Services
Illustrated Parts Catalog Hosting & Setup Services

Hardware Pricing Information

Motorola MC9590

The price for each device in Attachment E.1 Cost Proposal Form is based on a quantity of 200 devices. For quantities fewer than 100, the following price ranges will apply:

1-50 devices \$1,494.44 per unit/handheld device

50-99 devices \$1,429.47 per unit/handheld device

Please note that delivery for large volume orders may be impacted by supply delays based on the availability of components sourced from Japan.

Kiosks

The price for each device in Attachment E.1 Cost Proposal Form is based on an order of 7 kiosks. For quantities fewer than 15, the following price ranges will apply:

15+ devices \$4,272.00 per unit/handheld device

8-14 devices \$4,497.00 per unit/handheld device

1 device \$4,722.00 per unit/handheld device



AssetWorks Proposed Methodology for Liquidated Damages

AssetWorks appreciates the opportunity to discuss liquidated damages with the Port Authority ("CUSTOMER"). As requested, AssetWorks has endeavored to capture the spirit of the Customer's liquidated damages requirement with certain parameters to ensure fairness for both parties and to reflect a long term cooperative relationship.

AssetWorks is proud of its Customer service and the service levels provided to our Customers; accordingly, we are prepared to commit to liquidated damages with the methodology and process described below.

A definition of what is an "issue" is important. As we discussed in the meeting and as provided in the RFP, Liquidated Damages are only available for issues reported after Final Acceptance. Prior to Final Acceptance, payment is dependent on completing certain milestones and therefore, Customer is protected.

An "issue" for purposes of Liquidated Damages shall mean a deviation or error in the Application in the production environment such that the Application's functionality does not conform to the specifications as set forth in the documentation provided by AssetWorks including the response to RFP and AssetWorks' electronic documentation on the AssetWorks' support website. An issue for purposes of Liquidated Damage does not include a requested enhancement, Customer error or misuse, hardware issues, network issues, or issues with other applications or factors in the Customer's environment. AssetWorks will certainly work with Customer to diagnosis any issue. An issue for purposes of Liquidated Damages is resolved if AssetWorks provides a commercially reasonable workaround that resolves the deviation or error until a patch or release can be provided. An issue for purposes of Liquidated Damages does not include any issue not reported by Customer, such as an issue identified and created by AssetWorks.

Priority Description	Definition
Critical (1)	Example: The System is unavailable
Medium (2)	Example: the issue affects processing which is time- critical and a workaround is not available.
Low (3)	Example: the issue affects processing which is non-critical, but a workaround is available.

Response Time

Priority Description	Response Time Normal Hours 7am – 7pm Eastern M-F	Response Time Business Hours	Response Time All Times	Liquidated Damages for Non-Performance
			Other Times	
Critical (1)	1 Hour	2 Hours	2 Hours	\$200 per hour or part thereof for which the response time is not met.
Medium (2)	2 Hours	3 Hours	3 Hours	\$200 per hour or part thereof for which the response time is not met.
Low	1 business day	1 business day	1 business day	\$200 per day or part thereof for which the response time is not met.

Issue Resolution Time

Priority Description	Expected Resolution Time	Liquidated Damages for Non-Performance
Critical (1)	8 Hours	\$200 per hour or part thereof for which the issue is not



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		resolved.
Medium (2)	48 Hours	\$200 per hour or part thereof for which the issue is not resolved.
Low	Resolved or Workaround is provided within 3 business days	\$200 per day or part thereof for which the initial issue is not resolved or workaround provided. After ten (10) workarounds, AssetWorks will provide a "Patch" within ten (10) business days.

AssetWorks proposes the following process to govern circumstances that may result in the assessment of Liquidated Damages:

ISSUE TRACKING. AssetWorks will track each issue reported to its helpdesk and/or after-hours call-in number as well as any activity or change in status associated with the reported issue in its internal support system. Customer has the ability to view and track the issue at AssetWorks' support website.

RESPONSE TIME. It is AssetWorks goal to respond to a Customer support issue immediately. There will be times the Customer will need to wait in a queue, leave voice mail message or submit an issue on line. In those cases, Liquidated Damages for non-performance could be applicable when Response Time is calculated as follows: from the time the Customer reports an issue via the online tool or telephone support until AssetWorks responds by talking directly to the Customer representative in accordance to PATH's call-in roster. Liquidated Damages shall not apply if AssetWorks is unable to reach the Customer representative per the information provided by that representative. AssetWorks encourage Customer to follow up with AssetWorks if a matter is critical and a message is not returned promptly.

RESOLUTION TIME. Liquidated Damages for non—performance will be applicable to Expected Resolution Time as follows:

1. Start time when AssetWorks responds to Customer call or report of issue.
2. Any elapsed time waiting for a Customer response in accordance with PATH's call-in roster will be deducted from the overall resolution time.
3. AssetWorks will close the ticket when a fix for the problem has been delivered. Resolution time will stop when the ticket is closed. PATH may reopen a ticket if necessary. If it is agreed by both parties that the Application is partially responsible for the issue, the parties will use good faith to appropriately assess Liquidated Damages, if any, based on time AssetWorks had control of the issue.
4. Liquidated Damages do not apply to any issue that is determined to not be an AssetWork's Application issue.

Issue resolution is a collaborative process and requires a commitment from the Customer as well as AssetWorks. When an issue is raised by the Customer, they are expected to contact the AssetWorks' Support Center and upon that contact, AssetWorks will create a ticket. AssetWorks will set the priority level based on the Priority Description table above. The Customer Support Team at AssetWorks is empowered to resolve issues and AssetWorks encourages every customer to work with the team member that first responds to the issue.



Other Liquidated Damages requested by Customer:

SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
PATCH/VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY OPERATING SYSTEM Patches, MEASURED MONTHLY.	CRITICAL SECURITY OPERATING Patches, INSTALLED WITHIN 24 HOURS OF THE APPROVAL BY THE AUTHORITY. ALL OTHER Patches AND SERVICE PACKS, INSTALLED WITHIN 30 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY.	FOR CRITICAL Patches, 5% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24 HOUR PERIOD Patches NOT INSTALLED WITHIN 24 HOURS; FOR NON-CRITICAL Patches, 2% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24 HOUR PERIOD Patches NOT INSTALLED AFTER THE INITIAL 30 DAYS.
PATCH/VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE	SOFTWARE VERSION UPGRADES, DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY.	10% OF TOTAL MONTHLY PAYMENT FOR AFFECTED SYSTEM FOR EACH WEEK PERIOD DELAYED PER SYSTEM PER UPGRADE.
COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADHERENCE TO THE CONTROL REQUIREMENTS	100% COMPLIANT	\$1000 PER EACH BREACH OF COMPLIANCE
92% of all online transactions will have an end-to-end transaction time (excluding network time) of 2.5 seconds or less.	1. Response times will be measured for all short and select transactions. 2. Online transactions are defined as any type of system initiated activity that causes the system to access an	\$200 FOR EACH DOCUMENTED CASE THAT IS NOT RESOLVED WITHIN 72 HOURS.

AssetWorks accepts these Liquidated Damages with the following changes:

1. AssetWorks will remotely install critical patches within 24 hours of the approval and request to proceed received from Customer unless otherwise agreed to by Customer. If onsite is required or requested, AssetWorks will schedule the tech to be onsite within fourteen (14) days after approval by the Authority. Penalty: \$250 per day provided, however, there is no Liquidated Damages if Customer requests a different schedule or decides not to install patch.
2. The install of upgrades following a release is within Customer's discretion. Once Customer requests installation, AssetWorks will schedule the install within 14 days.
3. Compliance—AssetWorks has 30 days from the date of notice to become compliant. Otherwise, \$1000 per breach of compliance.
4. 90% transaction as defined in BAFO at 4 seconds over a calendar month period using regular business days as the basis. If AssetWorks falls between 85-89% in any month, Customer receives a 2% credit on maintenance. If AssetWorks is below 80% in any month, Customer receives a 10% credit on maintenance. Customer will report unusual delays as encountered to allow AssetWorks to resolve (and mitigate) the penalty. If transaction performance continues for 60 consecutive business days 84% or less transaction, Customer receives a 25% credit on maintenance.

AssetWorks has a corporate policy against contracts that contain contingent and unknown risks. It understands that Customer has a policy requiring Liquidated Damages in most vendor contracts. AssetWorks believes Liquidated Damages only have an impact when promptly asserted and AssetWorks has the opportunity to correct underlying issues and address Customers' concerns and possibly misperceptions about the Applications functionality before it becomes magnified. Therefore, AssetWorks' acceptance of the Liquidated Damages is conditioned upon the establishment of a claim process substantially the same as the following process, which



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process could be attached to the contract as a schedule and amended at anytime by mutually agreed change order:

1. Failure of the Director to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder..
2. Claim for Liquidated Damage must be in writing and received within 90 days following resolution of the issue and include specifics (issue ticket number) or specific incident/dates that gave rise to the claim, the amount claimed, and a brief overview of facts sufficient for AssetWorks to investigate.
3. AssetWorks will have 10 days to respond to each Claim for Liquidated Damages. If AssetWorks agrees the claim is valid, AssetWorks will credit Customer the amount of Liquidated Damages claimed to the next invoice for monthly maintenance fees. If AssetWorks disputes the claim for Liquidated Damages (in whole or in part) or AssetWorks wishes to request a waiver. AssetWorks will respond within ten days asserting the disputed amounts, the reason for the dispute or waiver request, and any supporting facts.
4. Parties will in good faith negotiate a mutually satisfactory solution to the Liquidated Damages claim based on the facts and other appropriate factors within 30 days of the Liquidated Damages Claim being received by AssetWorks. The Director shall determine whether the Contractor has performed in accordance with the Contract and that determination shall be final, binding and conclusive upon the Contractor unless the Contractor seeks judicial relief

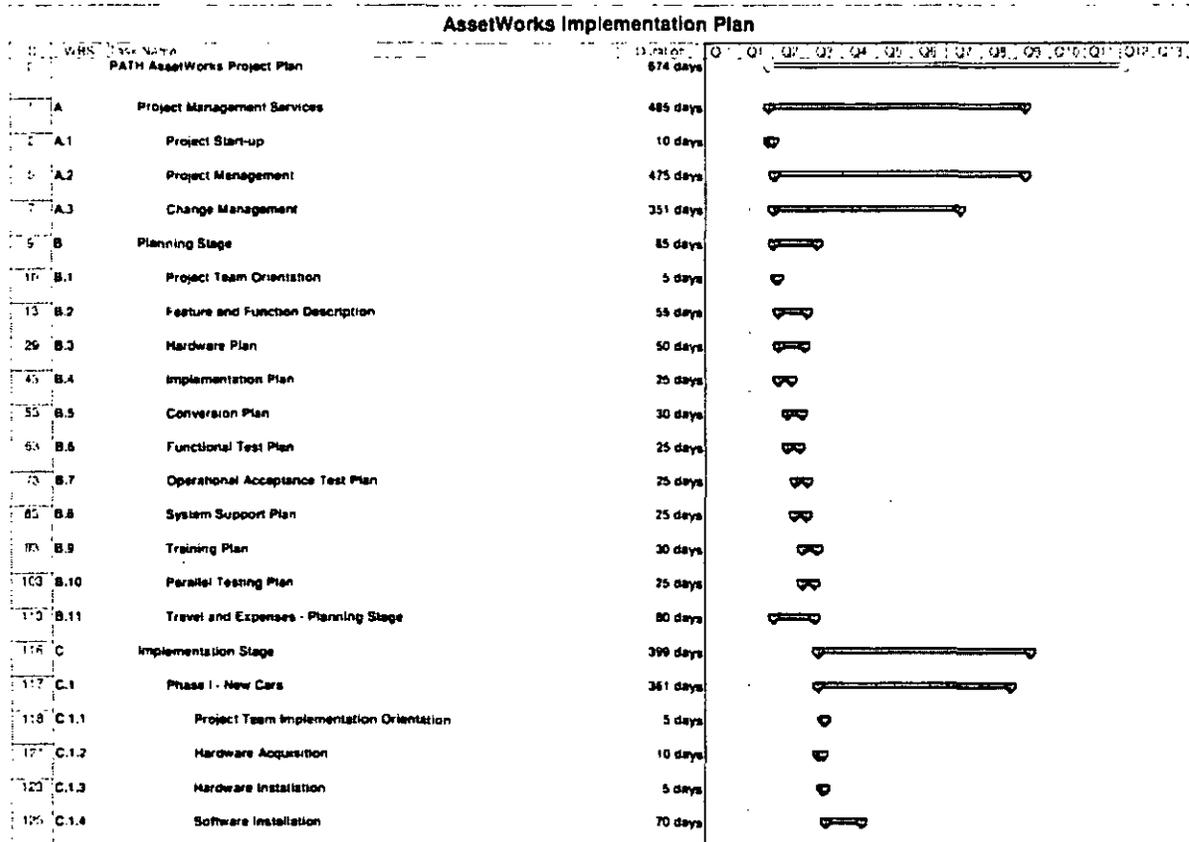
In no event shall Liquidated Damages exceed:

1. Four (4) month's maintenance for a single issue
2. Six (6) month's maintenance in any twelve month period.



Agreed Schedule

The agreed schedule for this project is included in a Microsoft Project Document dated 4/26/2011 and summarized below:



AssetWorks Implementation Plan

ID	WBS	Task Name	Duration	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12
154	C.1.5	Business Process Assessment	105 days												
154	C.1.6	Application Configuration	70 days												
157	C.1.7	Systems Integration Development - Phases I and II	100 days												
219	C.1.8	Report Development - Phases I and II	75 days												
224	C.1.9	Data Conversion Services - Phase I	60 days												
224	C.1.10	Testing Services - Phase I	95 days												
270	C.1.11	Training Planning Services	85 days												
250	C.1.12	Training Delivery Services - Phase I	74 days												
321	C.1.13	Operational Acceptance Test	65 days												
306	C.1.14	Travel and Expenses - Implementation Stage - Phase I	351 days												
320	C.2	Phase II - Current Operations	220 days												
370	C.2.1	Data Load Services - Phase II	60 days												
327	C.2.2	Testing Services - Phase II	60 days												
341	C.2.3	Training Delivery Services - Phase II	60 days												
366	C.2.4	Operational Acceptance Test	70 days												
372	C.2.5	Travel and Expenses - Implementation Stage - Phase II	220 days												
375	D	Support Stage	180 days												
376	D.1	Project Management	180 days												
378	D.3	Capacity Management and Performance Monitoring	180 days												
381	D.4	Change Management Administration	180 days												
382	D.5	Coaching and User Assistance	180 days												
384	D.6	Business Resumption Planning	180 days												
386	D.7	Travel and Expenses - Support Stage	180 days												



ATTACHMENT B: STANDARD CONTRACT TERMS AND CONDITIONS

11.1 General Agreement

The undersigned (hereinafter referred to as the "Contractor" or "you") agrees to provide, and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") agrees to receive, services that will include the provision, installation, integration, configuration, and maintenance of a Vehicle Maintenance Management System ("VMMS") for its PATH operations, as more fully described herein, as more fully set forth in the Scope of Work attached hereto and made a part hereof. The Scope of Work requires the doing of all things necessary or proper for or incidental to the requirements as set forth in the Scope of Work. All things not expressly mentioned in the Scope of Work but involved in carrying out their necessary and proper intent are required by the Scope of Work and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

11.2 Payments

Payment for all Services rendered hereunder shall be made in accordance with the Section herein entitled Payment Schedule (Section 12.4 in Attachment C, Scope of Work).

The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Port Authority Manager in all respects, including but not limited to format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

All Services must be completed within the timeframes specified or as designated by the Port Authority Manager, except for the exceptions provided in Section 11.9, Time is of the Essence. Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Services performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice. No certificate, payment, acceptance of any Services or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to stop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Contract Term. However should this Contract be terminated for any reason prior to the last month of the Contract Term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

11.3 Duration

This Agreement shall commence upon its complete execution and shall terminate at the completion of four years (the "Base Term") – which shall encompass the implementation of the System, one year of post-implementation warranty and three subsequent years of maintenance – on the dates and at the times set forth in the Notice of Award.

The Authority shall have the option to extend this Agreement for three (3) one-year periods, and up to 120 days from the date originally fixed for expiration upon the same terms and conditions as set forth elsewhere in this Agreement, to be effected by written notice to the Contractor received no later than thirty (30) days prior to the original expiration date.

11.4 Definitions

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

PATH – shall mean the Port Authority Trans-Hudson Corporation.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include as is set forth in the award letter, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division which are identified in the award letter or subsequently signed by both parties.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month – unless otherwise specified, shall mean a calendar month.

Director/General Manager – shall mean the Director/General Manager of PATH which operates the facility of PATH at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Superintendent/Manager – shall mean the Superintendent/Manager of the PATH Division responsible for operating the said Facility for the time being or his/her successor in duties for the purpose of this Contract, acting personally or through his/her duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director/General Manager or Superintendent/Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director/General Manager or Superintendent/Manager as the case may be. Further, no person shall be deemed a successor in duties of the Director/General Manager unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Superintendent/Manager unless the Contractor is so notified in a writing signed by the Director/General Manager.

"Services" or "Work" - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder, as set forth in the Scope of Work. As used herein, the term "Work Day" shall mean a day between Monday and Friday with Monday and Friday included.

"Specifications" shall mean all requirements of this RFP, including (i) the requirements of this Contract, technical and otherwise, for the performance of the Scope of Work and services hereunder, and (ii) the details, technical and otherwise, contained in the Contractor's proposal response and other documentation including published descriptions on Contractor's website and/or user manuals with respect to the software and services being provided under this Contract. Where a conflict occurs between the Scope of Work and clause (ii) herein, the description and interpretation in the Scope of Work shall govern.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however,

that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

11.5 General Provisions

- a. Under no circumstances shall you or your subcontractors communicate in any way with any department, board, agency, commission, or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however, that data from manufacturers and suppliers of materials, devices and equipment shall be obtained by you when you find such data necessary unless otherwise instructed by the Authority.
- b. Any services performed for the benefit of the Authority at any time by you or on your behalf, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another expressly written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services except as provided under this Agreement.
- c. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further rules and regulations which may from time to time during the effective period of this Contract, be promulgated by the Port Authority for reasons of safety, health, preservation of property, or maintenance of a good and orderly appearance of the Facilities, or for the safe and efficient operation of the Facilities. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Contractor of every rule and regulation hereafter adopted by it.
- d. This Contract does not constitute the Contractor as an agent or representative of the Port Authority for any purpose whatsoever. The Contractor shall perform all services hereunder as an independent Contractor and the Contractor, its officers, and employees shall not be deemed to be agents, servants, or employees of the Port Authority.

11.6 Intellectual Property

- a. Except as provided below: as between the Port Authority and the Contractor all process flows, codes including but not limited to scripts, programs, routines, processes, procedures, documentation, estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, photographs, computations, computer tapes or discs, and other documentation of any type whatsoever, whether electronic or in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the exclusive property of the Authority, and the Authority shall have the exclusive right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided for herein. With regard to training manuals or any other knowledge transfer documentation, communication or presentation prepared under this Agreement the Authority shall expressly have the right to use, alter and

reproduce including electronically, said manuals for its internal business purposes. The Contractor hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties to this Agreement or not. Any information given to the Port Authority before, with or after submission of the Agreement on Terms of Discussion, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever except as otherwise set forth in the Agreement On Terms Of Discussion.

- b. Consistent with the "Software License Agreement" and "Software Maintenance Agreement," attached hereto and made a part hereof, all preexisting information or documentation including computer programs or code including source code, of the Contractor, utilized by the Contractor hereunder in the performance of his services hereunder shall be deemed licensed to the Authority for the duration and purposes of this agreement, but shall remain the property of the Contractor.
- c. When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.
- d. Third party software not specially prepared for the purpose of this agreement but utilized by the Contractor hereunder in the performance of his services hereunder shall be licensed to the Contractor and the Authority for the duration and purposes of this agreement but shall remain the property of said third party.
- e. The above-described software shall be furnished by the Contractor without additional compensation.

11.7 Proprietary Rights in Subject Matter Not Within the Intellectual Property Clause

If in accordance with this Contract the Contractor furnishes research, development or consultative services in connection with the performance of the Work and if in the course of such research, development, or consultation patentable or copyrightable subject matter or trade secrets or other proprietary matter is produced by the Contractor, its officers, agents, employees, subcontractors, or suppliers, not custom software, and not covered under clause 6 entitled Intellectual Property, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive, royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Contractor shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that as between the Contractor and the Authority the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter and shall not await formal exemplification in a written license agreement as

provided for above. Such license may be transferred by the Authority to its successors, immediate or otherwise, in the operations of or ownership of any facility now or hereafter operated by the Authority or the Authority but such license shall not be otherwise transferable.

The right of the Authority as well as the Contractor to use all patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction as well as any copyrightable matter, trade secrets or other proprietary matters, shall be obtained by the Contractor without separate or additional compensation whether the same is patented or copyrighted before, during or after the performance of the Work.

11.8 Indemnity in Regard to Infringement Matter

The Contractor shall indemnify the Authority against and save it harmless from all loss and expense incurred in the defense, settlement or satisfaction of any claims in the nature of patent, copyright, or other proprietary rights infringement arising out of or in connection with the Authority's use, in accordance with the preceding clause of such patentable subject matter or patented material, compositions of matter, manufactures, apparatus, appliances, processes of manufacture or types of construction, or copyrighted matter or other matter protected as intellectual property. If requested by the Authority and if notified promptly in writing of any such claims, the Contractor shall conduct all negotiations with respect to and defend such claim without expense to the Authority. If the Authority be enjoined from using any of the facilities which form the subject matter of this Contract, and as to which the Contractor is to indemnify the Authority against proprietary rights claims, the Authority may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Contractor to supply, temporarily or permanently, facilities not subject to such injunction and not infringing any proprietary rights and if the Contractor shall fail to do so, the Contractor shall, at its expense, remove all such facilities and refund the cost thereof to the Authority and otherwise equitably adjust compensation and take such steps as may be necessary to ensure compliance by the Authority with such injunction, to the satisfaction of the Authority.

The Contractor shall promptly and fully inform the Director of any claims or disputes for infringement or otherwise, whether existing or potential, of which it has knowledge relating to any Intellectual Property used, developed or licensed in connection with the performance of the Work or otherwise in connection with this Contract.

11.9 Time is of the Essence

The Contractor's obligations for the performance and completion of all work within the time or times provided for in this Contract are of the essence of this Contract. Contractor may only request an extension of time for completion of any part of this project subject to the provisions outlined below, and only if Contractor is necessarily delayed in completing such part by the designated time solely and directly by a cause that meets all of the following conditions:

- (a) such cause is beyond Contractor's control and arises without its fault or negligence; and

- (b) cannot be overcome or reduced by the exercise of commercially reasonable precautions, efforts, or measures within the control of Contractor, and
- (c) such cause comes into existence after the commencement of this Contract and neither was, nor could have been anticipated by investigation before such commencement.

The period of any extension of time shall be only that necessary to make up the time actually lost, subject to the provisions of this numbered clause, and shall be only for the portion of the Contract actually delayed. Contractor shall maintain adequate records supporting any claim for an extension of time.

As a condition precedent to the extension of time, Contractor shall give written notice to the Director within seven (7) business days after the time when it becomes known or should have become known of any cause which might under any circumstances result in delay for which Contractor claims or may claim an extension of time, specifically stating that an extension is or may be claimed, identifying such cause and describing, as fully as practicable at the time, the nature and duration of the delay and its effect on the various portions of the Contract.

Since the possible necessity for an extension of time may materially alter the scheduling, plans and other actions of the Authority, and since, with sufficient opportunity, the Authority might if it so elects attempt to mitigate the effect of a delay for which an extension of time might be claimed, and since merely oral notice may cause disputes as to the existence or substance thereof, the giving of written notice as above required will be of the essence of Contractor's obligations and failure of Contractor to give written notice shall be a conclusive waiver of an extension of time.

It is presumed in all cases that no extension, or further extension, of time is due unless Contractor affirmatively demonstrates that it is necessary per the factors herein outlined.

11.10 Final Payment

After satisfactory completion of all services required hereunder, and upon receipt from the Contractor of such information as may be required, the Director shall certify in writing to the Contractor the total compensation earned by the Contractor.

If so required, the Contractor shall thereupon furnish to the Authority a detailed sworn statement of all claims, just and unjust, of subcontractors, materialmen and other third persons then outstanding which he has reason to believe may thereafter be made on account of the services provided under this Agreement.

Within thirty days after issuance of such certificate of total compensation earned (or within thirty days after receipt of the documents provided for in the immediately preceding paragraph, if required and if such date is later), the Port Authority shall pay to the Contractor by check the amount stated in said certificate, less all other payments and advances whatsoever to or for the account of the Contractor. All prior estimates and payments shall be

subject to correction in this payment, which is throughout this Agreement called the Final Payment.

The acceptance by the Contractor, or by anyone claiming by or through him, of the Final Payment shall be and shall operate as a release to the Authority of all claims and of all liability to the Contractor for all things done or furnished in connection with this contract and for every act and neglect of the Authority and others relating to or arising out of the this contract, including claims arising out of breach of the contract and claims based on claims of third persons.

The Contractor's agreement as provided in the immediately preceding paragraph shall be deemed to be based upon the consideration forming part of this Contract as a whole and not to be gratuitous; but in any event even if deemed gratuitous and without consideration, such agreement as provided in the immediately preceding paragraph shall nevertheless be effective. Such release shall include all claims, whether or not in litigation and even though still under consideration by the Authority. Such release shall be effective notwithstanding any purported reservation of right by the Contractor to preserve such claim.

The acceptance of any check designated as "Final Payment" or bearing any similar designation shall be conclusively presumed to demonstrate the intent of the Contractor that such payment was intended to be accepted as final, with the consequences provided in this numbered clause, notwithstanding any purported reservation of rights.

The Contractor agrees that he shall not be entitled to, and hereby waives any right he might otherwise have to, and shall not seek any judgment whether under this Contract or otherwise for any such Final Payment or for an amount equivalent thereto or based thereon, or for any part thereof, if such judgment would have the effect of varying, setting aside, disregarding or making inapplicable the terms of this numbered clause or have the effect in any way of entitling the Contractor to accept such Final Payment or an amount equivalent thereto or based thereon or any part thereof other than in the same fashion as a voluntary acceptance of a Final Payment subject to all the terms of this Contract including this numbered clause, unless and until the Contractor should obtain a judgment on any claim arising out of or in connection with this Contract (including a claim based on breach of contract) for an amount not included in said Final Payment.

11.11 Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility, asset or infrastructure necessary to perform the Scope of Work;
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to

the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all

or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or
2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities that shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and

conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate

that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

The Port Authority shall provide Contractor with a written notice of any failures noted in this subsection under sub-parts (1) – (3) herein, and Contractor shall have 5 business days from the date of the notice to cure such failures before the Port Authority may withhold payments consistent with this subsection or other sections of this Contract.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

11.12 Withholding of Payments

If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Authority and the Contractor (including his obligation to the Authority to pay any claim lawfully made against him by any materialman, subcontractor or workman or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor is made against the Authority or (3) any subcontractor under this Contract or any other agreement between the Authority and the Contractor fails to pay

any claims lawfully made against him by any materialman, subcontractor, workman or other third person which arises out of or in connection with this Contract or any other agreement between the Authority and the Contractor or if in the opinion of the Authority any of the aforesaid contingencies is likely to arise, then the Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise and even though such payment has already been certified as due) such sums as the Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to protect it against delay or loss or to satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Authority shall create any obligation of any kind to such materialman, subcontractors, workman or other third persons.

Until actual payment to the Contractor, his right to any amount to be paid under this Contract (even though such amount has already been certified as due) shall be subordinate to the rights of the Authority under this clause.

The Port Authority shall provide Contractor with a written notice of any failures noted in this subsection under sub-parts (1) - (3) herein, and Contractor shall have 5 business days from the date of the notice to cure such failures before the Port Authority may withhold payments consistent with this subsection or other sections of this Contract.

11.13 Contractor Personnel Standards of Performance

The Contractor shall furnish sufficiently trained management, supervisory, technical and operating personnel to perform the services required of the Contractor under this Contract. If, in the opinion of the Director, any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder, the Contractor shall remove such personnel and replace them with personnel satisfactory to the Director.

At the time the Contractor is carrying out its operations there may be other persons working physically in the vicinity or in the same logical or technical infrastructure. The Contractor shall so conduct its operations as to work in harmony and not endanger, interfere with or delay the operations of others, all to the best interests of The Authority and others and as may be directed by the Director.

11.14 High Security Areas

- a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

- b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

11.15 Notification of Security Requirements

In case of conflict, the requirements set forth in the Proposal Submission Requirements shall take precedence over the security requirements in this section.

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

1. **Identity Checks and Background Screening**

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

2. **Issuance of Photo Identification cards:**

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

3. **Access control, inspection, and monitoring by security guards:**

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

4. Non Disclosure Agreement

The Contractor and subcontractors, when appropriate, shall sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February 9, 2009)*.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

11.16 Insurance Procured By the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of NY & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees and agents as additional insured", including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional

insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Management for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement with the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS#3665N

11.17 Assignments and Subcontracts

Any assignment or other transfer by the Contractor of this Contract or any part hereof or of any of his rights hereunder or of any monies due or to become due hereunder and any delegation of any of his duties hereunder without the express written consent of the Director shall be void and of no effect as to the Authority, provided, however, that the Contractor may subcontract portions of the Work to such persons as the Director, may, from time to time, expressly approve in writing. For each individual, partnership or corporation proposed by the Contractor as a subcontractor, the Contractor shall submit to the Authority a certification or, if a certification cannot be made, a statement by such person, partnership or corporation to the same effect as the certification or statement required from the Contractor pursuant to the clauses of the "Integrity" Section entitled "Certification of No Investigation Indictment, Conviction, Debarment Suspension, Disqualification and Disclosure of Other Information and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage Contingent or Other Fee". All further subcontracting by any subcontractor shall also be subject to such approval of the Director.

No consent to any assignment or other transfer, and no approval of any subcontractor, shall under any circumstances operate to relieve the Contractor of any of his obligations; no subcontract, no approval of any subcontractor and no act or omission of the Authority or the Director shall create any rights in favor of such subcontractor and against the Authority; and as between the Authority and the Contractor, all assignees, subcontractors, and other transferees shall for all purposes be deemed to be agents of the Contractor. Moreover, all subcontractors and all approvals of subcontractors, regardless of their form, shall be deemed to be conditioned upon performance by the subcontractor in accordance with this Contract; and if any subcontractor shall fail to perform the Contract to the satisfaction of the Director, the Director shall have the absolute right to rescind his approval forthwith and to require the performance of the Contract by the Contractor personally or through other approved subcontractors.

11.18 Certain Contractor's Warranties

The Contractor represents and warrants:

- a. That he is financially responsible and experienced in, and competent to perform this Contract; that no representation, promise or statement, oral or in writing, has induced him to submit his Proposal, saving only those contained in the papers expressly made part of this Contract; that the facts stated or shown in any papers submitted or referred to in connection with his Proposal are true; and, if the Contractor be a corporation, that it is authorized to perform this Contract;
- b. That he has carefully examined and analyzed the provisions and requirements of this Contract, that from his own investigations he has satisfied himself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to him for such examination, analysis, inspection and investigations was adequate;
- c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that he can and will perform it in strict accordance with such provisions and requirements;
- d. That no Commissioner, officer, agent or employee of the Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
- e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Authority, its Commissioners, officers: agents: employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (2) the nature, existence or location of materials, structures, obstructions, utilities or conditions, which may be encountered at the installation sites; (3) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (4) the general or local conditions which may in any way affect this Contract or its performance; (5) the price of the Contract; or (6) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
- f. In addition to any warranty in the Software License Agreement and notwithstanding any requirements of this Contract, any inspection or approval of the Contractor's services by the Authority, or the existence of any patent or trade name, the Contractor nevertheless warrants and represents that for a period of ninety days the services and any intellectual property supplied to the Authority hereunder shall be in accordance with the Specifications. The Contractor unconditionally guarantees that for the period of ninety days such services and intellectual property will be free of defects in workmanship and materials and shall conform to Specifications excepting defects which have arisen from accident, abuse or fault of the Authority, In the event of defects or failures in said

services, or any part thereof, then upon receipt of notice thereof from the Authority, the Contractor shall correct such defects as may be necessary, in the sole opinion of the Authority, to bring the services, intellectual property and/or software in conformance with the Specifications.

Moreover, so long as the Port Authority's sites of work are in commercially reasonable condition, the Contractor accepts the conditions at the sites of work and warrants and represents that he can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at his own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Scope of Work or any other part of the Contract is intended as or shall constitute a representation by the Authority as to the feasibility of performance of this Contract or any part thereof. Moreover, the Authority does not warrant or represent either by issuance of the Scope of Work or by any provision of this Contract as to time for performance or completion or otherwise that the Contract may be performed or completed by the times required herein or by any other times.

The Contractor further represents and warrants that he was given ample opportunity and time and by means of this paragraph was requested by the Authority to review thoroughly all documents forming this Contract prior to execution of this Contract in order that he might request inclusion in this Contract of any statement, representation, promise or provision which he desired or on which he wished to place reliance; that he did so review said documents; that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that he expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this clause (though not only such provisions) are essential to the Authority's consent to enter into this Contract and that without such provisions; the Authority would not have entered into this Contract.

11.19 Rights and Remedies of The Authority

The Authority shall have the following rights in the event the Director shall deem the Contractor guilty of a breach of any term whatsoever of this contract:

- a. The right to cancel this Contract as to any or all of the Work yet to be performed;
- b. The right to specific performance, an injunction or any other appropriate equitable remedy;
- c. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of The Authority indicating that he cannot or will not perform any one or more of his obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that he will be able to perform any one or more of his obligations under this Contract; any false certification at any time by the Contractor as to any material item certified pursuant to the clauses hereof entitled "Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Required Information" and "Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent or Other Fee", or the willful or fraudulent submission of any signed statement pursuant to such clauses which is false in any material respect; or the Contractor's incomplete or inaccurate representation of its status with respect to the circumstances provided for in such clauses.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of The Authority shall not be deemed to limit any other rights or remedies which The Authority would have in the absence of such enumeration; and no exercise by The Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

Neither the acceptance of the work or any part thereof, nor any payment therefor, nor any order or certificate issued under this Agreement or otherwise issued by the Authority, or any officer, agent or employee of the Authority, nor any permission or direction to continue with the performance or work, nor any performance by the authority of any of the Contractor's duties or obligations, nor any aid provided to the Contractor by the Authority in his performance of such duties or obligations, nor any other thing done or omitted to be done by the Authority, its Commissioners, officers, agents or employees shall be deemed to be a waiver of any provision of this agreement or of any rights or remedies to which the Authority may be entitled because of any breach hereof, excepting only a resolution of its Commissioners, providing expressly for such waiver. No cancellation, rescission or annulment hereof, in whole or as to any part of the work, because of any breach hereof, shall be deemed a waiver of any money damages to which the Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other or any subsequent breach.

11.20 Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Authority, the Contractor expressly agrees that no default, act or omission of the Authority shall constitute a material breach of this Contract, entitling him to cancel or rescind it or (unless the Director shall so direct) to suspend or abandon performance.

11.21 Tax Exemptions

Purchases of services and tangible personal property by the Port Authority are exempt from New York and New Jersey state and local sales and compensating use taxes. (Sales Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Sales Taxes. Accordingly, the Contractor must not include Sales Taxes in the price charged to the Port Authority for the contractor's services under this Contract.

11.22 Tax Exemptions

Title to all equipment to be furnished hereunder by the Contractor shall be transferred to the Authority upon its delivery to the installation site.

The Contractor shall furnish such bills of sale and affidavits of title as the Authority shall reasonably request.

11.23 Tax Exemptions

No claim against the Authority shall be made or asserted in any action or proceeding at law or in equity, and the Contractor shall not be entitled to allowance of such claim, unless the Contractor shall have complied with all requirements relating to the giving of written notice and of information with respect to such claim as provided in this clause. The failure of the Contractor to give such written notice and information as to any claim shall be conclusively deemed to be a waiver by the Contractor of such claim, such written notice and information being conditions precedent to such claim. As used herein "claim" shall include any claim arising out of this agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to execution of this Agreement and claims of a type which are barred by the provisions of this agreement) for damages, payment or compensation of any nature or for performance of any part of this Agreement.

The requirements as to the giving of written notice and information with respect to claims shall be as follows:

- a. In the case of any claims for which requirements are set forth elsewhere in this Agreement as to notice and information, such requirements shall apply.
- b. In the case of all other types of claims, notice shall have been given to the Director, as soon as practicable, and in any case within forty eight (48) hours after occurrence of the act, omission, or other circumstances upon which the claim is or will be based, stating as fully as practicable at the time all information relating thereto. Such information shall be supplemented with any further information as soon as practicable after it becomes or should become known to the Contractor, including daily records showing all costs which the Contractor may be incurring or all other circumstances which will affect any claim to be made which records shall be submitted to the Authority.

The above requirements for notices and information are for the purpose of enabling the Authority to avoid waste of public funds by affording it promptly the opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects of circumstances giving rise

to a claim or take such other action as may seem desirable and to verify any claimed expense or circumstance as they occur and the requirements herein for such notice and information are essential to this Agreement and are in addition to any notice required by statute with respect to suits against the Authority.

The above referred to notices and information are required whether or not the Authority is aware of the existence of any circumstances which might constitute a basis for a claim and whether or not the Authority has indicated it will consider a claim.

No act, omission or statement of any kind shall be regarded as a waiver of any of the provisions of this clause or may be relied upon as such waiver except only either a written statement signed by the Executive Director of the Authority or a resolution of the Commissioners of the Authority expressly stating that a waiver is intended as to any particular provision of this clause, and more particularly, no discussion, negotiation, consideration, correspondence or requests for information with respect to a claim by any Commissioner, officer, employees or agent of the Authority shall be construed as a waiver of any provision of this clause or as authority or apparent authority to effect such a waiver.

Since merely oral notice or information may cause disputes as to the existence or substance thereof, and since notice, even if written, to other than the Authority representative above designated to receive it may not be sufficient to come to the attention of the representative of the Authority with the knowledge and responsibility of dealing with the situation, only notice and information complying with the express provisions of this clause shall be deemed to fulfill the Contractor's obligation under this Agreement.

11.24 Service of Notices on the Contractor

Whenever provision is made in this Contract for the giving of any notice to the Contractor, its deposit in any post office box, enclosed in a postpaid wrapper addressed to the Contractor at his/her office, or its delivery to his/her office, shall be sufficient service thereof as of the date of such deposit or delivery, except to the extent, if any, otherwise provided in the clause entitled "Submission to Jurisdiction". Until further notice to the Authority, the Contractor's office will be that stated in his/her Proposal. Notices may also be served personally upon the Contractor; or if a corporation, upon any officer, director or managing or general agent; or if a partnership upon any partner.

11.25 No Third Party Rights

Nothing contained in this Agreement is intended for the benefit of third persons, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

11.26 Indemnification and Risks Assumed by the Contractor; Limitation of Liability

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with Contractor's Services under the Contract and all

other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor or of third persons, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract, except such acts arising from the Port Authority's negligence or the acts of God or the public enemy.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, or if instructed by the Contractor to act or perform, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents

or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

The provisions of this numbered clause shall also be for the benefit of the Commissioners, officers, agents, and employees of the Authority, so that they shall have all the rights which they would have under this numbered clause if they were named at each place above at which the Authority is named, including a direct right of action against the Contractor to enforce the foregoing indemnity, except, however, that the Authority acting through its Commissioners may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this numbered clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the Authority's acceptance of the performance by the Contractor in part or in whole, nor the making of a payment shall release the Contractor from its obligations under this numbered clause.

Moreover, neither the enumeration in this numbered clause nor the enumeration elsewhere in this Contract of particular risks assumed by the Contractor or of particular claims for which it is responsible shall be deemed (a) to limit the effect of the provisions of this numbered clause or of any other clause of this Contract relating to such risks or claims, (b) to imply that it assumes or is responsible for risks or claims only of the type enumerated in this numbered clause or in any other clause of this Contract, or (c) to limit the risks which it would assume or the claims for which it would be responsible in the absence of such enumerations.

Except for claims for personal injury, death, property damage, and under Section 11.8, 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 the value of this Contract. Except for claims for personal injury, death, property damage, and under Article IVB of this Agreement, AssetWorks shall not 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.

11.27 Applicable Law

This Contract shall be construed in accordance with the laws of the State of New York. The Contractor hereby consents to the exercise by the courts of the States of New York and New Jersey of jurisdiction in personam over it with respect to any matter arising out of or in connection with this Contract and waives any objection to such jurisdiction which it might otherwise have; and the Contractor agrees that mailing of process by registered mail addressed to it at the address of the Contractor set forth in the Proposal, shall have the same effect as personal service within the States of New York or New Jersey upon a domestic corporation of said State.

11.28 Authority of the Director

Inasmuch as the public interest requires that the Project to which this Contract relates shall be performed in the manner which the Authority, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director's present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of the Authority, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof, whether or not for reasons beyond the control of the Authority, the Director shall have authority to suspend performance of any part or all of the Contract until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of the Authority impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of the Authority, the Director shall have authority to cancel this Contract as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Contract authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Contract (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Contract) and such decision shall be conclusive, final and binding on the parties. The Director's decision may be based on such assistance as she may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract.

All such questions shall be submitted in writing by the Contractor to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against the Authority relating to any such question the Contractor must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director. The Contractor may present written reasons to the Director concerning grounds upon which it believes that the Director's instructions may not be commercially reasonable for the Contractor to execute.

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Director and shall perform the Contract to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Contract shall at all stages be subject to her inspection. The Contractor shall employ no equipment, materials, methods or men to which she objects, and shall remove no materials, equipment or other facilities from the Authority site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Contract shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Contract shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

11.29 Approvals by the Director

The approval by the Director of any service required hereunder, shall be construed merely to mean that at that time the Director knows of no good reason for objecting thereto and no such approval shall release the Contractor from his full responsibility for the satisfactory performance of the services to be supplied. "Approved equal" shall mean approved by the Director.

11.30 Contract Review and Compliance Audits

The Contractor, and any subcontractors, shall provide system access and reasonable assistance to the Authority's External and Internal Audit staff or its consultants in their performance of financial, system, security and operational reviews including producing specific requested information, extraction of data and reports. The Contractor, and any subcontractors, shall support requests related to audits of the service level agreement and administration tasks and functions covered by this Contract.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor revenue "owned" by the Port Authority.

11.31 Authority Access to Records

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by The Authority above those included in the lump sum compensation set forth elsewhere herein. All Contractor records shall be kept in the Port District. The Contractor shall obtain for The Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Contractor, provided, however, that if within the aforesaid three (3) year period The Authority has notified the Contractor in writing of a pending claim by The Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to one year following the termination of the contract.

No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which The Authority would have in the absence of such provision.

11.32 Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against him by subcontractors, materialmen and workmen, and all claims lawfully made against him by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11.33 No discrimination in employment, equal employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor is advised to ascertain and comply with all applicable Federal, State and Local statutes, ordinances, rules and regulations and Federal Executive Orders pertaining to equal employment opportunity, affirmative action and non-discrimination in employment.
- b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with any such statutes, ordinances, rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part.

11.34 Integrity

a. **Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.**

By bidding on this Contract, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Proposer and each parent and/or affiliate of the Proposer has not:

1. been indicted or convicted in any jurisdiction;
2. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Proposer;
3. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
4. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
5. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
6. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
7. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

b. **Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.**

By bidding on this Contract each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

1. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Proposer prior to the official opening of such bid to any other Proposer or to any competitor;
3. no attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
4. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Proposer's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
5. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business has been employed or retained by the Proposer to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;
6. has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract; and
7. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Proposer as follows:

- o if the Proposer is a corporation, such certification shall be deemed to have been made not only with respect to the Proposer itself, but also with respect to each parent, affiliate, director, and officer of the Proposer, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Proposer with an ownership interest in excess of 10%;

- o if the Proposer is a partnership, such certification shall be deemed to have been made not only with respect to the Proposer itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Proposer, shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement that sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "B.7", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, The Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Proposer may be able to make the foregoing certifications at the time the Proposal is submitted, the Proposer shall immediately notify the Authority in writing during the period in which its Proposal is under consideration of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Proposer with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Proposer has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required; to be disclosed, the Authority may determine that the Proposer is not a responsible Proposer with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Proposers are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Proposers are also advised that the inability to make such certification will not in and of itself disqualify a Proposer, and that in each instance

the Authority will evaluate the reasons therefor provided by the Proposer. Under certain circumstances the Proposer may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

c. Proposer Eligibility for Award of Contracts - Determination by an Agency of State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Proposers are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Proposer is not eligible to bid on or be awarded public contracts because the Proposer has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Proposer whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Proposer, or (ii) the state agency determination relied upon was made without affording the Proposer the notice and hearing to which the Proposer was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

d. No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Proposer shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Proposer on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Proposer, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such

term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Proposer shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this contract, the Proposer shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Proposer shall include the provisions of this clause in each subcontract entered into under this Contract.

e. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

f. Conflict of Interest

During the term of this Agreement, you shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for your own services to the Authority) to which it is contemplated the Authority may become a party or participate in any way in the review or resolution of a claim in connection with such a contract, if you have substantial financial interest in the contractor or potential contractor of the Authority or if you have an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall you at any time take any other action which might be viewed as or give the appearance of a conflict of interest on your part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion or if you have reason to believe such an arrangement may be the subject of future discussion, or if you have any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and your participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if you have reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest you shall immediately inform the Director in writing of such situation giving the full details thereof. Unless you receive the specific written approval of the Director, you shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by you of a portion of your services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of your said service is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of your services not be performed by you, reserving the right, however, to have the services performed by others and reserving the right to reduce the lump sum compensation as he/she may deem reasonable in his/her sole discretion. Your execution of this Agreement shall constitute a representation by you that at the time of such execution you know of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on your part.

11.35 Confidential Information/Non-Publication

- a. As used herein, confidential information shall mean all information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") or the Receiving Party's personnel which relates to the Disclosing Party's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Disclosing Party or proprietary to the Disclosing Party and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.
- b. Confidential information shall also mean and include collectively, as per The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009), Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Disclosing Party so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Disclosing Party or a third-party or when the Disclosing Party receives such information from others and agrees to treat such information as Confidential.
- c. The Receiving Party shall hold all such confidential information in trust and confidence for the Disclosing Party, and agrees that the Receiving Party and the personnel provided by the Receiving Party hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Receiving Party and the personnel provided by it hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Disclosing Party or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Receiving Party and the personnel provided by it hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Receiving Party shall promptly and fully inform the Disclosing Party in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Receiving Party has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Receiving Party's attention in connection with this Contract."
- d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the Contractor first obtains

the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

11.36 Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

11.37 Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

11.38 No Estoppel or Waiver

The Authority shall not be precluded or estopped by any acceptance, certificate or payment, final or otherwise, issued or made under this Contract or otherwise issued or made by it, the Director or any officer, agent or employee of The Authority, from showing at any time the true amount and character of Work performed, or from showing that any such acceptance, certificate or payment is incorrect or was improperly issued or made; and The Authority shall not be precluded or estopped, notwithstanding any such acceptance, certificate or payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on his part to comply strictly with this Contract, and any monies which may be paid to him or for his account in excess of those to which he is lawfully entitled.

11.39 Non-Liability of the Authority Representatives

Neither the Commissioners of the Authority, nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

11.40 Modification of Contract

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative, provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.

11.41 Entire Agreement

This Contract, including the Request for Proposals for the provision, installation, integration, configuration and maintenance of a Vehicle Maintenance Management System (VMMS) for PATH as well as the Proposal submitted by the Contractor, contains the entire agreement between the parties. In the event of any inconsistency between this Contract and other

attachments, endorsements and exhibits, if any, including the Proposal submitted by the Contractor, this Contract shall be controlling.

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 _____, 2011 ("Effective Date") by and between AssetWorks, Inc., a Delaware corporation with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and The Port Authority of New York and New Jersey, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, and having offices at 225 Park Avenue South, New York, New York 10003 ("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 as specified in Schedule 1, attached hereto, 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 (or track mile for LinearFocus) 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.
- D. Except as expressly authorized under this Agreement, CUSTOMER shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or AssetWorks' Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the source code of the software.

Article II. FEES AND PAYMENTS

CUSTOMER shall pay AssetWorks the fees specified in Schedule 1. All fees are payable by CUSTOMER within thirty (30) days of CUSTOMER's verification of the invoice in accordance with the following:

The manner of submission of all bills for payment to the AssetWorks by CUSTOMER for the Software and Services identified in Schedule 1 and rendered under this Agreement shall be subject to the approval of CUSTOMER in all respects, including but not limited to format, breakdown of items presented and verifying records. All computations made by the AssetWorks and all billing and billing procedures shall be done in conformance with the following procedures:

All Software and Services must be completed within the timeframes specified in Schedule 1 or as designated by CUSTOMER. AssetWorks shall submit to CUSTOMER by the fifth day of each month following delivery of the Software and Services the month of commencement of this Agreement and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Agreement) a complete and correct invoice for the Software and Services provided during the preceding month accompanied by such information as may be required by CUSTOMER for verification. The invoice must show AssetWorks' Federal Tax Identification Number. Payment will be made within thirty (30) days of CUSTOMER verification of the invoice. No certificate, payment, acceptance of any Software and Services or any other act or omission of any representative of CUSTOMER shall operate to release AssetWorks from any obligation under or upon this Agreement, or to stop CUSTOMER from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude CUSTOMER from recovering any monies paid in excess of those lawfully due and any damage sustained by CUSTOMER.

In the event an audit of received invoices should indicate that the correct sum due AssetWorks for the relevant billing period is less than the amount actually paid by CUSTOMER, AssetWorks shall pay to CUSTOMER the difference promptly upon receipt of CUSTOMER's statement thereof. CUSTOMER may, however, in its discretion elect to deduct said sum or sums from any subsequent payments payable to AssetWorks hereunder, provided CUSTOMER advises AssetWorks of the adjustment and reason therefor no later than the day of the adjusted payment.

"Final Payment", as the term is used throughout this Agreement, shall mean the final payment made for services rendered in the last month of this Agreement term. However should this Agreement be terminated for any reason prior to the last month of the Agreement term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. AssetWorks' acceptance of Final Payment shall act as a full and complete release to CUSTOMER of all claims of and of all liability to AssetWorks for all things done or furnished in connection with this Agreement and for every act and neglect of CUSTOMER and others relating to or arising out of this Agreement, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release AssetWorks from any obligations in connection with this Agreement.

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 its agents and subcontractors 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 one of CUSTOMER's secure facilities.
- E. CUSTOMER agrees to comply with commercially reasonable requests from AssetWorks to verify compliance with the license terms set forth herein.

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 AssetWorks' Documentation 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 AssetWorks' Documentation, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of this Article IV. This limited warranty is in 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 consult with CUSTOMER regarding 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 seven (7) 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 unauthorized use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.
- D. Except for claims for personal injury, death, property damage, and under Article IVB of this Agreement, 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 the total value of the contract. Except for claims for personal injury, death, property damage, and under Article IVB of this Agreement, AssetWorks shall not 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, and notwithstanding any failure of essential purpose of any limited remedy.

- E. The warranty period for the Software shall extend for a period of one year from the date of CUSTOMER's acceptance of the thirty (30) day operational tests for Phase 1 and Phase 2 as noted in Schedule 1 of the Software License 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 AssetWorks' Documentation, 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 AssetWorks' Documentation, 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 AssetWorks' Documentation 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

The license conveyed pursuant to Article I A may be terminated in accordance with the following:

- A. All Software and documentation supplied hereunder by AssetWorks shall be and remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, CUSTOMER shall make all reasonable efforts to return to AssetWorks such Software and documentation and any copies thereof made by CUSTOMER.
- B. If one or more of the following events shall occur:
1. If fire or other cause shall destroy all or a substantial part of the CUSTOMER's facility, asset or infrastructure necessary to provide the Software or Services;
 2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the CUSTOMER's facility, or all of a part of CUSTOMER's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, CUSTOMER shall have the right on twenty-four (24) hours written notice to AssetWorks to revoke this Agreement, such revocation to be effective upon the date and time specified in such notice.

In such event this Agreement shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Agreement. Such revocation shall not, however, relieve AssetWorks of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

- C. If one or more of the following events shall occur:
1. AssetWorks shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States

or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

2. By order or decree of a court AssetWorks shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if AssetWorks is a corporation, by any of the stockholders of AssetWorks, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against AssetWorks and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of AssetWorks under this Agreement shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. AssetWorks, if a corporation, shall, without the prior written approval of the CUSTOMER, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If AssetWorks is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. *By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of AssetWorks and such possession or control of all or substantially all of the property of AssetWorks and shall continue in effect for a period of fifteen (15) days;*

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, CUSTOMER shall have the right upon five (5) days notice to AssetWorks to terminate this Agreement and the rights of AssetWorks hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Agreement. Termination shall not relieve AssetWorks of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

D. If any of the following shall occur:

1. AssetWorks shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of AssetWorks; or
2. AssetWorks shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from CUSTOMER (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, CUSTOMER shall have the right on twenty four (24) hours notice to the Contractor to terminate this Agreement and the rights of AssetWorks hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve AssetWorks of any liabilities that shall have accrued on or prior to the effective date of termination.

- E. If any of the events enumerated in this Section shall occur prior to commencement date of this Agreement CUSTOMER upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Agreement and the rights of AssetWorks hereunder, such termination or suspension to be effective upon the date specified in such notice.
- F. No payment by CUSTOMER of any monies to AssetWorks for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by AssetWorks and no act or thing done or omitted to be done by CUSTOMER shall be deemed to be a waiver of the right of CUSTOMER to terminate this Agreement or of any other right or remedies to which CUSTOMER may be entitled because of any breach thereof. No waiver by CUSTOMER of any default on the part of AssetWorks in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by AssetWorks shall be or be construed to be a waiver by CUSTOMER of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- G. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Agreement CUSTOMER may terminate this Agreement and the rights of AssetWorks hereunder without cause at any time upon five (5) days written notice to AssetWorks and in such event this Agreement shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to AssetWorks from CUSTOMER shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- H. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that CUSTOMER shall have at law or in equity consequent upon AssetWorks's breach of this Agreement and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by CUSTOMER of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by CUSTOMER of an election of remedies so as to preclude CUSTOMER from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Agreement, and this provision shall be deemed to survive the termination of this Agreement as aforesaid.
- I. If (1) AssetWorks fails to perform any of its obligations under this Agreement or any other agreement between CUSTOMER and AssetWorks (including its obligation to CUSTOMER to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Agreement or any other agreement with CUSTOMER) or (2) any claim (just or unjust) which arises out of or in connection with this Agreement or any other agreement between CUSTOMER and AssetWorks is made against CUSTOMER or (3) any subcontractor under this Agreement or any other agreement between CUSTOMER and AssetWorks fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Agreement or any other agreement between CUSTOMER and AssetWorks or if in the opinion of CUSTOMER any of the aforesaid contingencies is likely to arise, then CUSTOMER shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as CUSTOMER may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as

CUSTOMER may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from AssetWorks' compensation. Omission by CUSTOMER to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that CUSTOMER does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of CUSTOMER to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by CUSTOMER shall create any obligation of any kind to such supplier, subcontractor, worker or other third persons. If, however, the payment of any amount due AssetWorks shall be improperly delayed, CUSTOMER shall pay AssetWorks interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to AssetWorks because of such delay.

- J. If CUSTOMER has paid any sum or has incurred any obligation or expense which AssetWorks has agreed to pay or reimburse CUSTOMER, or if CUSTOMER is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of AssetWorks to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement, or as a result of an act of omission of AssetWorks contrary to the said conditions, covenants and agreements, AssetWorks shall pay to CUSTOMER the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of CUSTOMER's statement therefore. CUSTOMER may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to AssetWorks.
- K. If CUSTOMER pays any installment to AssetWorks without reducing said installment as provided in this Agreement, it may reduce any succeeding installment by the proper amount, or it may bill AssetWorks for the amount by which the installment paid should have been reduced and AssetWorks shall pay to CUSTOMER any such amount promptly upon receipt of CUSTOMER's statement therefore.
- L. CUSTOMER shall also have the rights set forth above in the event AssetWorks shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

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 party 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

CUSTOMER's Award Letter ("Award Letter") constitutes the entire agreement of the parties and 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. The Award Letter 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 State of New York. 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. 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. 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 delivered by overnight express; or (iii) 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, Inc.
998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087
Attn: John Hines

Copy to:

CUSTOMER:
The Port Authority of New York and New Jersey
1PATH Plaza, 10th Floor
Jersey City, NJ 07306
Attn.: William Fellini
Assistant Director, PATH

Copy to:

Director of Contracts

AssetWorks, Inc.

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

The Port Authority of New York and New Jersey
1 PATH Plaza, 10th Floor

Jersey City, NJ 07306

Attn: Thomas Gardner
Facility Maintenance Specialist

6. In the event of any dispute arising in the performance of this Agreement or any Attachment, CUSTOMER's "Standard Contract Terms and Conditions", Attachment B to the Request for Proposals (RFP) Vehicle Maintenance Management System, RFP NO. 23090 shall control.

Inasmuch as the public interest requires that the Project to which this Agreement relates shall be performed in the manner which CUSTOMER, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director's present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of CUSTOMER, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Agreement or any part thereof, whether or not for reasons beyond the control of CUSTOMER, the Director shall have authority to suspend performance of any part or all of the Agreement until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of CUSTOMER impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of CUSTOMER, the Director shall have authority to cancel this Agreement as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Agreement authorize the Director to decide all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Agreement) and such decision shall be conclusive, final and binding on the parties. The Director's decision may be based on such assistance as she may find desirable. The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.

All such questions shall be submitted in writing by AssetWorks to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against CUSTOMER relating to any such question AssetWorks must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director. AssetWorks may present written reasons to the Director concerning grounds upon which it believes that the Director's instructions may not be commercially reasonable for AssetWorks to execute.

In the performance of the Agreement, AssetWorks shall conform to all orders, directions and requirements of the Director and shall perform the Agreement to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Agreement shall at all stages be subject to her inspection. AssetWorks shall employ no equipment, materials, methods or men to which she objects, and shall remove no materials, equipment or other facilities from CUSTOMER site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Agreement shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Agreement shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

Any terms used in this section not elsewhere defined in the Agreement shall have the meaning set forth in Attachment B to the RFP, Vehicle Maintenance Management System, RFP NO. 23090.

7. 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.
8. Neither the Directors of Port Authority Trans-Hudson Corporation ("PATH"), the Commissioners of The Port Authority of New York and New Jersey (the "Port Authority") nor any of them, nor any officer, agent or employee of PATH or the Port Authority, shall be charged personally by AssetWorks with any liability, or held personally liable to AssetWorks under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

AssetWorks, Inc.

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1 – SOFTWARE AND PAYMENT SCHEDULE

A. License

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 90 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management (for unlimited facility assets)
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

B. Payment Schedule
Software and Services

	Percentage	Amount
Notice to Proceed	15.0% \$	676,558.95
	15.0%	
Planning Stage		
Hardware Plan Acceptance	5.0% \$	225,519.65
<i>Feature Function Description (FFD) Acceptance</i>	5.0% \$	225,519.65
Implementation and Testing	5.0% \$	225,519.65
	15.0%	
Phase 1		
Software Installation	3.0% \$	135,311.79
Business Process Interviews Completed	2.5% \$	112,759.83
Business Process Deliverable Acceptance	2.5% \$	112,759.83
Application Configuration and Data Conversion Deliverable Acceptance	3% \$	135,311.79
Technical Design Acceptance (Integration and Reports)	3.0% \$	135,311.79
Training Plan Acceptance	3% \$	135,311.79
Training Delivery Acceptance	3% \$	135,311.79
Completion of Phase 1 30 Day Operational Acceptance Test and Completion of Phase 1 (includes SAP and Peoplesoft Integration)	5% \$	225,519.65
	25%	
Phase 2		
Data Load Completion	5.0% \$	225,519.65
Testing Completion	6.0% \$	270,623.58
Training Completion	6.0% \$	270,623.58
Completion of Phase 2 30 Day Operational Acceptance Test and Completion of Phase 2	6% \$	248,071.62
	23%	
Support Stage		
Month 1	2.0% \$	90,207.86
Month 2	2.0% \$	90,207.86
Month 3	2.0% \$	90,207.86
Month 4	2.0% \$	90,207.86
Month 5	2.0% \$	90,207.86
Month 6	2.0% \$	90,207.86
Month 7	2.0% \$	90,207.86
Month 8	2.0% \$	90,207.86
Month 9	2.0% \$	90,207.86
Final Completion	4.5% \$	202,967.69
	23%	
	100% \$	4,510,393.00

Hardware – Upon Delivery

Maintenance

Base Term – Phase 1

Warranty for railcar maintenance begins upon completion of 30 Day Operational Acceptance Test for one year. Base Term warranty is \$297,911.25 or \$8,275.31 per month.

Base Term Phase 2

Warranty for linear and facility maintenance begins upon completion of 30 Day Operational Acceptance Test for one year. Base Term warranty is \$69,355.00 or \$1,926.53 per month

SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), dated the ___ of _____, 20__ (the "Effective Date"), is by and between AssetWorks, Inc., a Delaware corporation with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and The Port Authority of New York and New Jersey, a body corporate and politic created by compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, and having offices at 225 Park Avenue South, New York, New York 10003 (hereinafter called "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 AWPANYNJ-01 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 upon the expiration of the one-year warranty period for the Software and continue for three subsequent one year terms. CUSTOMER may, at its sole discretion, renew the agreement for three additional one-year options, and up to 120 days from the date originally fixed for expiration upon the same terms and conditions as set forth elsewhere in this Agreement, to be effected by written notice to AssetWorks received no later than thirty (30) days prior to the original expiration date. 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 in accordance with AssetWorks' "Best and Final Offer" letter dated March 11, 2011 (the "BAFO").

2) 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 Products for which there may be a charge.

3) Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests as outlined in the BAFO.

4) Technical Literature

AssetWorks shall make available on its website all technical literature related to the Software for its use by CUSTOMER.

5) Transmission

All Revisions and New Products will be transmitted to the CUSTOMER electronically as agreed by AssetWorks and CUSTOMER. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

6) Remote Diagnostic Access

The CUSTOMER shall provide appropriate remote access by which AssetWorks may, with the permission of the CUSTOMER and in accordance with CUSTOMER's security policies, remotely access the Software for the purpose of remote diagnostics and support.

7) Proper Use

- a. The CUSTOMER agrees that all 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 or modifies 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.

8) 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 the amounts set forth in the BAFO.

9) 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 fees for such Maintenance to cover the Additional Software shall be subject to future negotiations between AssetWorks and CUSTOMER. These terms shall cover such Additional Software unless parties agree otherwise.

10) Other Fees and Expenses

If onsite maintenance is required beyond the 40 hours stated in the BAFO, CUSTOMER will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

11) Payment Terms

- a. CUSTOMER shall pay annual maintenance in twelve equal monthly payments. AssetWorks shall invoice CUSTOMER thirty (30) days before the start of the maintenance period and every thirty (30) days thereafter until maintenance is terminated in accordance with this Agreement.
- b. AssetWorks will promptly apply credits for any liquidated damages due CUSTOMER in accordance with this Agreement.

12) Default and Termination

A. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the CUSTOMER's facility, asset or infrastructure necessary to provide the Software or Services;
2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the CUSTOMER's facility, or all of a part of CUSTOMER's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, CUSTOMER shall have the right on twenty-four (24) hours written notice to the AssetWorks to revoke this Agreement, such revocation to be effective upon the date and time specified in such notice.

In such event this Agreement shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Agreement. Such revocation shall not, however, relieve the AssetWorks of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

B. If one or more of the following events shall occur:

1. AssetWorks shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

2. By order or decree of a court AssetWorks shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if AssetWorks is a corporation, by any of the stockholders of AssetWorks, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against AssetWorks and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of AssetWorks under this Agreement shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. AssetWorks, if a corporation, shall, without the prior written approval of CUSTOMER, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If AssetWorks is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of AssetWorks and such possession or control of all or substantially all of the property of AssetWorks and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, CUSTOMER shall have the right upon five (5) days notice to AssetWorks to terminate this Agreement and the rights of AssetWorks hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Agreement. Termination shall not relieve AssetWorks of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

C. If any of the following shall occur:

1. AssetWorks shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of AssetWorks; or
2. AssetWorks shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from CUSTOMER (except where fulfillment of its obligations requires activity over a greater period of time, and AssetWorks shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

D. then upon the occurrence of any such event or during the continuance thereof, CUSTOMER shall have the right on twenty four (24) hours notice to AssetWorks to terminate this Agreement and the rights of AssetWorks hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve AssetWorks of any liabilities that shall have accrued on or prior to the effective

date of termination. If any of the events enumerated in this Section shall occur prior to commencement date of this Agreement CUSTOMER upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Agreement and the rights of AssetWorks hereunder, such termination or suspension to be effective upon the date specified in such notice.

- E. No payment by CUSTOMER of any monies to AssetWorks for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by AssetWorks and no act or thing done or omitted to be done by CUSTOMER shall be deemed to be a waiver of the right of CUSTOMER to terminate this Agreement or of any other right or remedies to which CUSTOMER may be entitled because of any breach thereof. No waiver by CUSTOMER of any default on the part of AssetWorks in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by AssetWorks shall be or be construed to be a waiver by CUSTOMER of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- F. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Agreement CUSTOMER may terminate this Agreement and the rights of the AssetWorks hereunder without cause at any time upon five (5) days written notice to AssetWorks and in such event this Agreement shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to AssetWorks from CUSTOMER shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- G. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that CUSTOMER shall have at law or in equity consequent upon AssetWorks' breach of this Agreement and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by CUSTOMER of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by CUSTOMER of an election of remedies so as to preclude CUSTOMER from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Agreement, and this provision shall be deemed to survive the termination of this Agreement as aforesaid.
- H. If (1) AssetWorks fails to perform any of its obligations under this Agreement or any other agreement between CUSTOMER and AssetWorks (including its obligation to CUSTOMER to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Agreement or any other agreement with CUSTOMER) or (2) any claim (just or unjust) which arises out of or in connection with this Agreement or any other agreement between CUSTOMER and AssetWorks is made against CUSTOMER or (3) any subcontractor under this Agreement or any other agreement between CUSTOMER and AssetWorks fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Agreement or any other agreement between CUSTOMER and AssetWorks or if in the opinion of CUSTOMER any of the aforesaid contingencies is likely to arise, then CUSTOMER shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as CUSTOMER may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as CUSTOMER may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from AssetWorks' compensation. Omission by CUSTOMER to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that CUSTOMER does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of CUSTOMER to withhold and apply

monies nor any exercise or attempted exercise of, or omission to exercise, such rights by CUSTOMER shall create any obligation of any kind to such supplier, subcontractor, worker or other third persons. If, however, the payment of any amount due the AssetWorks shall be improperly delayed, CUSTOMER shall pay AssetWorks interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to AssetWorks because of such delay.

- I. If CUSTOMER has paid any sum or has incurred any obligation or expense which AssetWorks has agreed to pay or reimburse CUSTOMER, or if CUSTOMER is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of AssetWorks to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Agreement, or as a result of an act of omission of the AssetWorks contrary to the said conditions, covenants and agreements, AssetWorks shall pay to CUSTOMER the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of CUSTOMER's statement therefore. CUSTOMER may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the AssetWorks.
- J. If CUSTOMER pays any installment to AssetWorks without reducing said installment as provided in this Agreement, it may reduce any succeeding installment by the proper amount, or it may bill AssetWorks for the amount by which the installment paid should have been reduced and AssetWorks shall pay to CUSTOMER any such amount promptly upon receipt of CUSTOMER's statement therefore.
- K. CUSTOMER shall also have the rights set forth above in the event AssetWorks shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

13) Limitation of Liability

Except for claims for personal injury, death, property damage, and infringement, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the total value of the contract; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages. Except for claims for personal injury, death, property damage, and infringement, 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 State of New York 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 delivered by overnight express; or (iii) 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, Inc.

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn: John Hines

CUSTOMER:

The Port Authority of New York and New Jersey

1 PATH Plaza, 10th Floor

Jersey City, NJ 07306

Attn.: William Fellini

Assistant Director, PATH

Copy to:

Director of Contracts

AssetWorks, Inc.

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Copy to:

The Port Authority of New York and New Jersey

1 PATH Plaza, 10th Floor

Jersey City, NJ 07306

Attn: Thomas Gardner

Facility Maintenance Specialist

- g. In the event of any dispute arising in the performance of this Agreement or any Attachment, CUSTOMER's "Standard Contract Terms and Conditions", Attachment B to the Request for Proposals (RFP) Vehicle Maintenance Management System, RFP NO. 23090 shall control.

Inasmuch as the public interest requires that the Project to which this Agreement relates shall be performed in the manner which CUSTOMER, acting through the Director deems best, the Director shall have absolute authority to determine what is or is not necessary or proper for or incidental thereto and the Specifications shall be deemed merely the Director's present determination on this point. In the exercise of this authority, the Director shall have power to alter the Specifications, to require the performance of Work not required by them in their present form, even though of a totally different character from that not required, and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. If at any time it shall be, from the viewpoint of CUSTOMER, impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Agreement or any part thereof, whether or not for reasons beyond the control of CUSTOMER, the Director shall have authority to suspend performance of any part or all of the Agreement until such time as the Director may deem it practicable or desirable to proceed. Moreover, if at any time it shall be, from the viewpoint of CUSTOMER impracticable or undesirable in the judgment of the Director to proceed with or continue the performance of the Contract or any part thereof for reasons within or beyond the control of CUSTOMER, the Director shall have authority to cancel this Agreement as to any or all portions not yet performed and as to any materials not yet installed even though delivered. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already satisfactorily performed, but no allowance shall be made for anticipated profits. To resolve all disputes and to prevent litigation, the parties to this Agreement authorize the Director to decide all

questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement (including claims in the nature of breach of contract or fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal and claims of a type which are barred by the provisions of this Agreement) and such decision shall be conclusive, final and binding on the parties. *The Director's decision may be based on such assistance as she may find desirable.* The effect of the decision shall not be impaired or waived by any negotiation or settlement offers in connection with the question decided, whether or not she participated therein, or by any prior decision of her or others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Agreement.

All such questions shall be submitted in writing by AssetWorks to the Director for a decision together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. In any action against CUSTOMER relating to any such question AssetWorks must allege in the complaint and prove such submission, which shall be a condition precedent to any such action. No evidence or information shall be introduced or relied upon in such an action that has not been so presented to the Director. AssetWorks may present written reasons to the Director concerning grounds upon which it believes that the Director's instructions may not be commercially reasonable for AssetWorks to execute.

In the performance of the Agreement, AssetWorks shall conform to all orders, directions and requirements of the Director and shall perform the Agreement to her satisfaction at such times and places, by such methods and such manner and sequence as she may require, and the Agreement shall at all stages be subject to her inspection. AssetWorks shall employ no equipment, materials, methods or men to which she objects, and shall remove no materials, equipment or other facilities from CUSTOMER site without permission. Upon request, she shall confirm in writing any oral order, direction, requirements or determination.

The enumeration herein or elsewhere of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which the Agreement shall be performed to her satisfaction or subject to her inspection, shall not imply that only the matters of a nature similar to those enumerated shall be so governed and performed, but without exception the entire Agreement shall be so governed and performed.

This provision shall be construed in accordance with the laws of the State of New York excluding its conflict of law provisions.

Any terms used in this section not elsewhere defined in the Agreement shall have the meaning set forth in Attachment B to the RFP, Vehicle Maintenance Management System, RFP NO. 23090.

- 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. Neither the Directors of Port Authority Trans-Hudson Corporation ("PATH"), the Commissioners of The Port Authority of New York and New Jersey (the "Port Authority") nor any of them, nor any officer, agent or employee of PATH or the Port Authority, shall be charged personally by AssetWorks with any liability,

or held personally liable to AssetWorks under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

- j. CUSTOMER's Award Letter constitutes the entire agreement of 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, effective as of the Effective Date.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

AssetWorks, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Maintenance Fees:

Maintenance

Base Term – Phase 1

Warranty for railcar maintenance begins on go live for one year. Base Term warranty is \$297,911.25 or \$8,275.31 per month.

Base Term Phase 2

Warranty for linear and facility maintenance begins on go live for one year. Base Term warranty is \$66,596.56 or \$1,849.94 per month

AssetWorks Implementation Plan

ID	WBS	Task Name	Duration	Q-1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13
0		PATH AssetWorks Project Plan	674 days														
1	A	Project Management Services	485 days														
2	A.1	Project Start-up	10 days														
5	A.2	Project Management	475 days														
7	A.3	Change Management	351 days														
9	B	Planning Stage	85 days														
10	B.1	Project Team Orientation	5 days														
13	B.2	Feature and Function Description	55 days														
29	B.3	Hardware Plan	50 days														
43	B.4	Implementation Plan	25 days														
53	B.5	Conversion Plan	30 days														
63	B.6	Functional Test Plan	25 days														
73	B.7	Operational Acceptance Test Plan	25 days														
83	B.8	System Support Plan	25 days														
93	B.9	Training Plan	30 days														
103	B.10	Parallel Testing Plan	25 days														
113	B.11	Travel and Expenses - Planning Stage	80 days														
116	C	Implementation Stage	399 days														
117	C.1	Phase I - New Cars	361 days														
118	C.1.1	Project Team Implementation Orientation	5 days														
121	C.1.2	Hardware Acquisition	10 days														
123	C.1.3	Hardware Installation	5 days														
125	C.1.4	Software Installation	70 days														

AssetWorks Implementation Plan

ID	WBS	Task Name	Duration	Q-1	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13
136	C.1.5	Business Process Assessment	105 days														
194	C.1.6	Application Configuration	20 days														
197	C.1.7	Systems Integration Development - Phases I and II	100 days														
219	C.1.8	Report Development - Phases I and II	25 days														
224	C.1.9	Data Conversion Services - Phase I	60 days														
238	C.1.10	Testing Services - Phase I	95 days														
270	C.1.11	Training Planning Services	85 days														
290	C.1.12	Training Delivery Services - Phase I	74 days														
302	C.1.13	Operational Acceptance Test	65 days														
306	C.1.14	Travel and Expenses - Implementation Stage - Phase I	351 days														
309	C.2	Phase II - Current Operations	220 days														
310	C.2.1	Data Load Services - Phase II	60 days														
327	C.2.2	Testing Services - Phase II	60 days														
359	C.2.3	Training Delivery Services - Phase II	60 days														
368	C.2.4	Operational Acceptance Test	70 days														
372	C.2.5	Travel and Expenses - Implementation Stage - Phase II	220 days														
375	D	Support Stage	180 days														
376	D.2	Project Management	180 days														
378	D.3	Capacity Management and Performance Monitoring	180 days														
380	D.4	Change Management Administration	180 days														
382	D.5	Coaching and User Assistance	180 days														
384	D.6	Business Resumption Planning	180 days														
386	D.7	Travel and Expenses - Support Stage	180 days														

AssetWORKS

April 26, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

AssetWorks is pleased to submit our revised BAFO which includes reference to the project schedule included in the electronic Microsoft Project Document submitted in response to a request from PATH that will document the agreed schedule between the parties.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$578,125.00</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,510,393.00

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

200 devices x \$1,364.50 per unit/handheld device \$272,900.00
 (includes charging / syncing cradle and USB cable and shipping)
 Per unit charges are higher for quantities fewer than 100 handheld devices as noted in the Hardware Pricing Information section below

C. DT120MX 19" kiosks, base term

7 Kiosks x \$4,497.00 per unit/kiosk \$31,479.00
 (includes shipping)
 Per unit charges are higher for quantities fewer than 2 kiosks as noted in the Hardware Pricing Information section below. Quantity greater than 15 qualifies for a higher discount as noted in the Hardware Pricing Section below.

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$364,507.81
\$10,125.22 per month * 36 months



AssetWORKS

Training (Delivery)

\$ _____ per class * X classes

D-tot Total:

\$364,507.81

E. Option Period 1: On-going Maintenance

Ongoing Maintenance

\$133,850.39

\$11,154.20 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

E-tot Total:

\$133,850.39

F. Option Period 2: On-going Maintenance

Ongoing Maintenance

\$140,542.91

\$11,711.91 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

F-tot Total:

\$140,542.91

G. Option Period 3: On-going Maintenance

Ongoing Maintenance

\$147,570.06

\$12,297.50 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

G-tot Total:

\$147,570.06

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00



AssetWORKS

H-Tot Total Base Period – 3 years			\$94,500.00
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I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS			\$5,837,493.17
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 150 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

- NAPA TAMS Integration
- Networkfleet GPS Integration
- Zonar Systems Inspection Integration
- Zonar Systems GPS Integration
- Trapeze Ops Integration
- Trapeze ITS Integration
- Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



Vehicle Data Collector
Hosting Services
Illustrated Parts Catalog Hosting & Setup Services

Hardware Pricing Information

Motorola MC9590

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Please note that delivery for large volume orders may be impacted by supply delays based on the availability of components sourced from Japan.

Kiosks

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AssetWorks Proposed Methodology for Liquidated Damages

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Priority Description	Definition
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Priority Description	Response Time	Response Time	Liquidated Damages for Non-Performance
	Normal Hours 7am - 7pm Eastern M-F	Business Hours All Other Times	
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		resolved.
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Issue resolution is a collaborative process and requires a commitment from the Customer as well as AssetWorks. When an issue is raised by the Customer, they are expected to contact the AssetWorks' Support Center and upon that contact, AssetWorks will create a ticket. AssetWorks will set the priority level based on the Priority Description table above. The Customer Support Team at AssetWorks is empowered to resolve issues and AssetWorks encourages every customer to work with the team member that first responds to the issue.



Other Liquidated Damages requested by Customer:

SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
PATCH/VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY OPERATING PATCHES AND SERVICE PACKS, MONTHLY.	CRITICAL SECURITY OPERATING PATCHES INSTALLED WITHIN 24 HOURS OF THEIR APPROVAL BY THE AUTHORITY. ALL OTHER PATCHES AND SERVICE PACKS INSTALLED WITHIN 30 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY.	FOR CRITICAL PATCHES: 5% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCHES NOT INSTALLED AFTER INITIAL 24 HOURS; FOR NON-CRITICAL PATCHES: 2% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCHES NOT INSTALLED AFTER THE INITIAL 30 DAYS.
PATCH/VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE	SOFTWARE VERSION UPGRADES: DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY.	10% OF TOTAL MONTHLY PAYMENT FOR AFFECTED SYSTEM FOR EACH TWO WEEK PERIOD LAYED PER SYSTEM, PER UPGRADE.
COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADHERENCE TO ALL CONTROL REQUIREMENTS	100% COMPLIANCE	\$1000 PER EACH BREACH OF COMPLIANCE
92% of all online transactions will have an end-to-end transaction time excluding network time of 2.7 seconds or less	1. Response times will be measured for all client and server transactions. 2. Online transactions are defined as any client or server initiated activity that causes the system to execute an	\$200 FINE EACH DOCUMENTED CASE THAT IS NOT RESOLVED WITHIN 72 HOURS.

AssetWorks accepts these Liquidated Damages with the following changes:

1. AssetWorks will remotely install critical patches within 24 hours of the approval and request to proceed received from Customer unless otherwise agreed to by Customer. If onsite is required or requested, AssetWorks will schedule the tech to be onsite within fourteen (14) days after approval by the Authority. Penalty: \$250 per day provided, however, there is no Liquidated Damages if Customer requests a different schedule or decides not to install patch.
2. The install of upgrades following a release is within Customer's discretion. Once Customer requests installation, AssetWorks will schedule the install within 14 days.
3. Compliance—AssetWorks has 30 days from the date of notice to become compliant. Otherwise, \$1000 per breach of compliance.
4. 90% transaction as defined in BAFO at 4 seconds over a calendar month period using regular business days as the basis. If AssetWorks falls between 85-89% in any month, Customer receives a 2% credit on maintenance. If AssetWorks is below 80% in any month, Customer receives a 10% credit on maintenance. Customer will report unusual delays as encountered to allow AssetWorks to resolve (and mitigate) the penalty. If transaction performance continues for 60 consecutive business days 84% or less transaction, Customer receives a 25% credit on maintenance.

AssetWorks has a corporate policy against contracts that contain contingent and unknown risks. It understands that Customer has a policy requiring Liquidated Damages in most vendor contracts. AssetWorks believes Liquidated Damages only have an impact when promptly asserted and AssetWorks has the opportunity to correct underlying issues and address Customers' concerns and possibly misperceptions about the Applications functionality before it becomes magnified. Therefore, AssetWorks' acceptance of the Liquidated Damages is conditioned upon the establishment of a claim process substantially the same as the following process, which



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process could be attached to the contract as a schedule and amended at anytime by mutually agreed change order:

1. Failure of the Director to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder..
2. Claim for Liquidated Damage must be in writing and received within 90 days following resolution of the issue and include specifics (issue ticket number) or specific incident/dates that gave rise to the claim, the amount claimed, and a brief overview of facts sufficient for AssetWorks to investigate.
3. AssetWorks will have 10 days to respond to each Claim for Liquidated Damages. If AssetWorks agrees the claim is valid, AssetWorks will credit Customer the amount of Liquidated Damages claimed to the next invoice for monthly maintenance fees. If AssetWorks disputes the claim for Liquidated Damages (in whole or in part) or AssetWorks wishes to request a waiver. AssetWorks will respond within ten days asserting the disputed amounts, the reason for the dispute or waiver request, and any supporting facts.
4. Parties will in good faith negotiate a mutually satisfactory solution to the Liquidated Damages claim based on the facts and other appropriate factors within 30 days of the Liquidated Damages Claim being received by AssetWorks. The Director shall determine whether the Contractor has performed in accordance with the Contract and that determination shall be final, binding and conclusive upon the Contractor unless the Contractor seeks judicial relief

In no event shall Liquidated Damages exceed:

1. Four (4) month's maintenance for a single issue
2. Six (6) month's maintenance in any twelve month period.



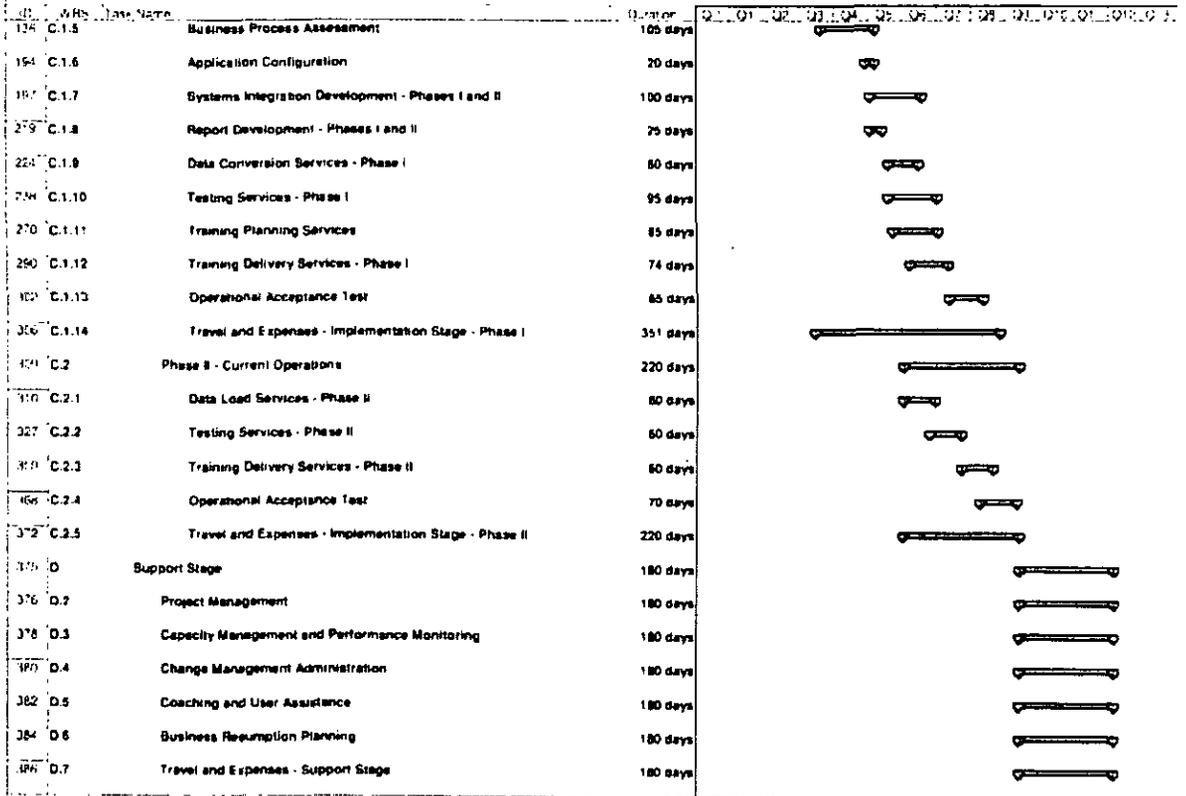
Agreed Schedule

The agreed schedule for this project is included in a Microsoft Project Document dated 4/26/2011 and summarized below:

AssetWorks Implementation Plan			Q1 Q2 Q3 Q4 Q5 Q6 Q7 Q8 Q9 Q10 Q11 Q12												
ID	WBS	Task Name	Duration	Gantt Chart											
		PATH AssetWorks Project Plan	574 days												
1	A	Project Management Services	485 days	[Gantt bar spanning from start to end]											
2	A.1	Project Start-up	10 days	[Gantt bar]											
5	A.2	Project Management	475 days	[Gantt bar]											
7	A.3	Change Management	351 days	[Gantt bar]											
9	B	Planning Stage	85 days	[Gantt bar]											
10	B.1	Project Team Orientation	5 days	[Gantt bar]											
13	B.2	Feature and Function Description	55 days	[Gantt bar]											
29	B.3	Hardware Plan	50 days	[Gantt bar]											
45	B.4	Implementation Plan	25 days	[Gantt bar]											
53	B.5	Conversion Plan	30 days	[Gantt bar]											
63	B.6	Functional Test Plan	25 days	[Gantt bar]											
75	B.7	Operational Acceptance Test Plan	25 days	[Gantt bar]											
83	B.8	System Support Plan	25 days	[Gantt bar]											
83	B.9	Training Plan	30 days	[Gantt bar]											
103	B.10	Parallel Testing Plan	25 days	[Gantt bar]											
119	B.11	Travel and Expenses - Planning Stage	80 days	[Gantt bar]											
114	C	Implementation Stage	399 days	[Gantt bar]											
117	C.1	Phase I - New Cars	341 days	[Gantt bar]											
118	C.1.1	Project Team Implementation Orientation	5 days	[Gantt bar]											
121	C.1.2	Hardware Acquisition	10 days	[Gantt bar]											
123	C.1.3	Hardware Installation	5 days	[Gantt bar]											
125	C.1.4	Software Installation	70 days	[Gantt bar]											



AssetWorks Implementation Plan



AssetWORKS

April 5, 2011

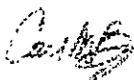
James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

AssetWorks is pleased to submit our revised BAFO which includes revisions requested in your email message from today.

We have decreased the license to 90 miles for LinearFocus, set the pricing in **ATTACHMENT E.1 COST PROPOSAL FORM** to include 200 handheld computers and 7 kiosks.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$578,125.00</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,510,393.00

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

200 devices x \$1,364.50 per unit/handheld device \$272,900.00
 (includes charging / syncing cradle and USB cable and shipping)
 Per unit charges are higher for quantities fewer than 100 handheld devices as noted In the Hardware Pricing Information section below

C. DT120MX 19" kiosks, base term

7 Kiosks x \$4,497.00 per unit/kiosk \$31,479.00
 (includes shipping)
 Per unit charges are higher for quantities fewer than 2 kiosks as noted In the Hardware Pricing Information section below. Quantity greater than 15 qualifies for a higher discount as noted in the Hardware Pricing Section below.

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$364,507.81
\$10,125.22 per month * 36 months



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Training (Delivery)

\$ _____ per class * X classes

D-tot Total: \$364,507.81

E. Option Period 1: On-going Maintenance

Ongoing Maintenance

\$133,850.39

\$11,154.20 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

E-tot Total: \$133,850.39

F. Option Period 2: On-going Maintenance

Ongoing Maintenance

\$140,542.91

\$11,711.91 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

F-tot Total: \$140,542.91

G. Option Period 3: On-going Maintenance

Ongoing Maintenance

\$147,570.06

\$12,297.50 per month * 12 months

Training (Delivery)

\$ _____ per class * X classes

G-tot Total: \$147,570.06

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00



H-Tot Total Base Period – 3 years			\$94,500.00
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I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS			\$5,837,493.17
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 150 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

- NAPA TAMS Integration
- Networkfleet GPS Integration
- Zonar Systems Inspection Integration
- Zonar Systems GPS Integration
- Trapeze Ops Integration
- Trapeze ITS Integration
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FuelFocus (Automated Fuel Management)



Vehicle Data Collector
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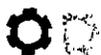
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SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
PATCH/VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY/OPERATING PATCHES MEASURED MONTHLY.	CRITICAL SECURITY/OPERATING PATCHES: INSTALLED WITHIN 24 HOURS OF THEIR APPROVAL BY THE AUTHORITY. ALL OTHER PATCHES AND SERVICE PACKS: INSTALLED WITHIN 10 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY	FOR CRITICAL PATCHES, 5% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCH IS NOT INSTALLED AFTER INITIAL 24 HOURS; FOR NON-CRITICAL PATCHES, 2% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCH IS NOT INSTALLED AFTER THE INITIAL 10 DAYS.
PATCH/VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE	SOFTWARE VERSION UPGRADES: DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY	10% OF TOTAL MONTHLY PAYMENT FOR AFFECTED SYSTEM FOR EACH TWO-WEEK PERIOD DELAYED PER SYSTEM, PER UPGRADE
COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADHERENCE TO THE CONTROL REQUIREMENTS	100% COMPLIANT	\$1,000 PER EACH BREACH OF COMPLIANCE
94% of all on-line transactions will have an end-to-end transaction time (excluding network time) of 2.7 seconds or less	1. Response times will be measured for all client and server transactions 2. Online transactions are defined as any user or system initiated activity that causes the system to execute an	\$200 FOR EACH DOCUMENTED CASE THAT IS NOT RESOLVED WITHIN 72 HOURS.

AssetWorks accepts these Liquidated Damages with the following changes:

1. AssetWorks will remotely install critical patches within 24 hours of the approval and request to proceed received from Customer unless otherwise agreed to by Customer. If onsite is required or requested, AssetWorks will schedule the tech to be onsite within fourteen (14) days after approval by the Authority. Penalty: \$250 per day provided, however, there is no Liquidated Damages if Customer requests a different schedule or decides not to install patch.
2. The install of upgrades following a release is within Customer's discretion. Once Customer requests installation, AssetWorks will schedule the install within 14 days .
3. Compliance—AssetWorks has 30 days from the date of notice to become compliant. Otherwise, \$1000 per breach of compliance.
4. 90% transaction as defined in BAFO at 4 seconds over a calendar month period using regular business days as the basis. If AssetWorks falls between 85-89% in any month, Customer receives a 2% credit on maintenance. If AssetWorks is below 80% in any month, Customer receives a 10% credit on maintenance. Customer will report unusual delays as encountered to allow AssetWorks to resolve (and mitigate) the penalty. If transaction performance continues for 60 consecutive business days 84% or less transaction, Customer receives a 25% credit on maintenance.

AssetWorks has a corporate policy against contracts that contain contingent and unknown risks. It understands that Customer has a policy requiring Liquidated Damages in most vendor contracts. AssetWorks believes Liquidated Damages only have an impact when promptly asserted and AssetWorks has the opportunity to correct underlying issues and address Customers' concerns and possibly misperceptions about the Applications functionality before it becomes magnified. Therefore, AssetWorks' acceptance of the Liquidated Damages is conditioned upon the establishment of a claim process substantially the same as the following process, which



process could be attached to the contract as a schedule and amended at anytime by mutually agreed change order:

1. Failure of the Director to impose liquidated damages shall not be deemed PATH acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder..
2. Claim for Liquidated Damage must be in writing and received within 90 days following resolution of the issue and include specifics (issue ticket number) or specific incident/dates that gave rise to the claim, the amount claimed, and a brief overview of facts sufficient for AssetWorks to investigate.
3. AssetWorks will have 10 days to respond to each Claim for Liquidated Damages. If AssetWorks agrees the claim is valid, AssetWorks will credit Customer the amount of Liquidated Damages claimed to the next invoice for monthly maintenance fees. If AssetWorks disputes the claim for Liquidated Damages (in whole or in part) or AssetWorks wishes to request a waiver. AssetWorks will respond within ten days asserting the disputed amounts, the reason for the dispute or waiver request, and any supporting facts.
4. Parties will in good faith negotiate a mutually satisfactory solution to the Liquidated Damages claim based on the facts and other appropriate factors within 30 days of the Liquidated Damages Claim being received by AssetWorks. The Director shall determine whether the Contractor has performed in accordance with the Contract and that determination shall be final, binding and conclusive upon the Contractor unless the Contractor seeks judicial relief

In no event shall Liquidated Damages exceed:

1. Four (4) month's maintenance for a single issue
2. Six (6) month's maintenance in any twelve month period.



AssetWORKS

April 1, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

AssetWorks is pleased to submit our revised BAFO which includes agreed pricing and agreed languages for Liquidated Damages.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$621,875.00</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,554,143.00

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

500 devices x \$1,364.50 per unit/handheld device \$682,250.00
(includes charging / syncing cradle and USB cable and shipping)

C. DT120MX 19" kiosks, base term

25 Kiosks x \$4,272.00 per unit/kiosk \$106,800.00
(includes shipping)

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$392,092.19
\$10,891.45 per month * 36 months

Training (Delivery)
\$ _____ per class * X classes

D-tot Total: \$392,092.19



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E. Option Period 1: On-going Maintenance

Ongoing Maintenance \$143,979.61
\$11,998.30 per month * 12 months
 Training (Delivery)
 \$ _____ per class * X classes
 E-tot Total: \$143,979.61

F. Option Period 2: On-going Maintenance

Ongoing Maintenance \$151,178.59
\$11,047 per month * 12 months
 Training (Delivery)
 \$ _____ per class * X classes
 F-tot Total: \$151,178.59

G. Option Period 3: On-going Maintenance

Ongoing Maintenance \$158,737.52
\$11,760 per month * 12 months
 Training (Delivery)
 \$ _____ per class * X classes
 G-tot Total: \$158,737.52

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00
H-Tot Total Base Period – 3 years			\$94,500.00



I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS	\$6,425,430.91
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AssetWORKS

ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	<p>Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement.</p> <p>Training classes can be delivered at "Trainer" rates established in this term.</p>
E. Ongoing Maintenance – Option Period 1	<p>Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement.</p> <p>Training classes can be delivered at "Trainer" rates established in this term.</p>
F. Ongoing Maintenance - Option Period 2	<p>Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement.</p> <p>Training classes can be delivered at "Trainer" rates established in this term.</p>
G. Ongoing Maintenance - Option Period 3	<p>Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement.</p> <p>Training classes can be delivered at "Trainer" rates established in this term.</p>
H. Hourly Rates for Enhancements –	Standard hourly rates



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Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 150 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

- NAPA TAMS Integration
- Networkfleet GPS Integration
- Zonar Systems Inspection Integration
- Zonar Systems GPS Integration
- Trapeze Ops Integration
- Trapeze ITS Integration
- Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



Vehicle Data Collector
Hosting Services
Illustrated Parts Catalog Hosting & Setup Services

Hardware Pricing Information

Motorola MC9590

The vendor has offered an additional discount for this BAFO and lowered the minimum order quantity to 100 units.

Kiosks

The manufacturer does not offer tiered pricing, however they will absorb shipping costs for an order of 15 or more kiosks. Kiosks are shipped in quantities of four per pallet and the shipping price is \$450 per pallet or partial pallet. AssetWorks will pass through this discount upon determination of the exact number of kiosks to be ordered.



AssetWorks Proposed Methodology for Liquidated Damages

AssetWorks appreciates the opportunity to discuss liquidated damages with the Port Authority ("CUSTOMER"). As requested, AssetWorks has endeavored to capture the spirit of the Customer's liquidated damages requirement with certain parameters to ensure fairness for both parties and to reflect a long term cooperative relationship.

AssetWorks is proud of its Customer service and the service levels provided to our Customers; accordingly, we are prepared to commit to liquidated damages with the methodology and process described below.

A definition of what is an "issue" is important. As we discussed in the meeting and as provided in the RFP, Liquidated Damages are only available for issues reported after Final Acceptance. Prior to Final Acceptance, payment is dependent on completing certain milestones and therefore, Customer is protected.

An "issue" for purposes of Liquidated Damages shall mean a deviation or error in the Application in the production environment such that the Application's functionality does not conform to the specifications as set forth in the documentation provided by AssetWorks including the response to RFP and AssetWorks' electronic documentation on the AssetWorks' support website. An issue for purposes of Liquidated Damage does not include a requested enhancement, Customer error or misuse, hardware issues, network issues, or issues with other applications or factors in the Customer's environment. AssetWorks will certainly work with Customer to diagnosis any issue. An issue for purposes of Liquidated Damages is resolved if AssetWorks provides a commercially reasonable workaround that resolves the deviation or error until a patch or release can be provided. An issue for purposes of Liquidated Damages does not include any issue not reported by Customer, such as an issue identified and created by AssetWorks.

Priority Description	Definition
Critical (1)	Example: The System is unavailable
Medium (2)	Example: the issue affects processing which is time- critical and a workaround is not available.
Low (3)	Example: the issue affects processing which is non-critical, but a workaround is available.

Response Time

Priority Description	Response Normal Hours	Time Business Eastern M-F	Response Time All Times	Liquidated Damages for Non-Performance
	7am – 7pm		Other Times	
Critical (1)	1 Hour		2 Hours	\$200 per hour or part thereof for which the response time is not met.
Medium (2)	2 Hours		3 Hours	\$200 per hour or part thereof for which the response time is not met.
Low	1 business day		1 business day	\$200 per day or part thereof for which the response time is not met.

Issue Resolution Time

Priority Description	Expected Resolution Time	Liquidated Damages for Non-Performance
Critical (1)	8 Hours	\$200 per hour or part thereof for which the issue is not



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		resolved.
Medium (2)	48 Hours	\$200 per hour or part thereof for which the issue is not resolved.
Low	Resolved or Workaround is provided within 3 business days	\$200 per day or part thereof for which the initial issue is not resolved or workaround provided. After ten (10) workarounds, AssetWorks will provide a "Patch" within ten (10) business days.

AssetWorks proposes the following process to govern circumstances that may result in the assessment of Liquidated Damages:

ISSUE TRACKING. AssetWorks will track each issue reported to its helpdesk and/or after-hours call-in number as well as any activity or change in status associated with the reported issue in its internal support system. Customer has the ability to view and track the issue at AssetWorks' support website.

RESPONSE TIME. It is AssetWorks goal to respond to a Customer support issue immediately. There will be times the Customer will need to wait in a queue, leave voice mail message or submit an issue on line. In those cases, Liquidated Damages for non-performance could be applicable when Response Time is calculated as follows: from the time the Customer reports an issue via the online tool or telephone support until AssetWorks responds by talking directly to the Customer representative in accordance to PATH's call-in roster. Liquidated Damages shall not apply if AssetWorks is unable to reach the Customer representative per the information provided by that representative. AssetWorks encourage Customer to follow up with AssetWorks if a matter is critical and a message is not returned promptly.

RESOLUTION TIME. Liquidated Damages for non—performance will be applicable to Expected Resolution Time as follows:

1. Start time when AssetWorks responds to Customer call or report of issue.
2. Any elapsed time waiting for a Customer response in accordance with PATH's call-in roster will be deducted from the overall resolution time.
3. AssetWorks will close the ticket when a fix for the problem has been delivered. Resolution time will stop when the ticket is closed. PATH may reopen a ticket if necessary if it is agreed by both parties that the Application is partially responsible for the issue, the parties will use good faith to appropriately assess Liquidated Damages, if any, based on time AssetWorks had control of the issue.
4. Liquidated Damages do not apply to any issue that is determined to not be an AssetWork's Application issue.

Issue resolution is a collaborative process and requires a commitment from the Customer as well as AssetWorks. When an issue is raised by the Customer, they are expected to contact the AssetWorks' Support Center and upon that contact, AssetWorks will create a ticket. AssetWorks will set the priority level based on the Priority Description table above. The Customer Support Team at AssetWorks is empowered to resolve issues and AssetWorks encourages every customer to work with the team member that first responds to the issue.



Other Liquidated Damages requested by Customer:

SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
PATCH VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY PATCHES AND STRIKE MONTHLY.	CRITICAL SECURITY OPERATIONAL PATCHES, INSTALLED WITHIN 24 HOURS OF THE APPROVAL BY THE AUTHORITY. ALL OTHER PATCHES AND SERVICE PACKS, INSTALLED WITHIN 70 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY.	LIQUIDATED DAMAGES FOR NON-PERFORMANCE FOR CRITICAL PATCHES: 5% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD. PATCHES NOT INSTALLED AFTER INITIAL 24 HOURS: FOR NON-CRITICAL PATCHES, 2% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD. PATCHES NOT INSTALLED AFTER THE INITIAL 30 DAYS.
PATCH VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE	SOFTWARE VERSION UPGRADES, DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY.	10% OF TOTAL MONTHLY PAYMENT FOR AFFECTED SYSTEM FOR EACH TWO-WEEK PERIOD DELAYED PER SYSTEM, PER UPGRADE.
COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADDRESS TO THE GOVERNMENT REQUIREMENTS. 95% of all on-line transactions will have an end-to-end transaction time including network time of 27 seconds or less.	100% COMPLIANT	\$1,000 PER EACH BREACH OF COMPLIANCE
	1. Response times will be measured for all client and server transactions. 2. Online transactions are defined as any use of system initiated activity that causes the system to execute.	\$200 FOR EACH BREACH CASE THAT IS NOT RESOLVED WITHIN 72 HOURS.

AssetWorks accepts these Liquidated Damages with the following changes:

1. AssetWorks will remotely install critical patches within 24 hours of the approval and request to proceed received from Customer unless otherwise agreed to by Customer. If onsite is required or requested, AssetWorks will schedule the tech to be onsite within fourteen (14) days after approval by the Authority. Penalty: \$250 per day provided, however, there is no Liquidated Damages if Customer requests a different schedule or decides not to install patch.
2. The install of upgrades following a release is within Customer's discretion. Once Customer requests installation, AssetWorks will schedule the install within 14 days.
3. Compliance—AssetWorks has 30 days from the date of notice to become compliant. Otherwise, \$1000 per breach of compliance.
4. 90% transaction as defined in BAFO at 4 seconds over a calendar month period using regular business days as the basis. If AssetWorks falls between 85-89% in any month, Customer receives a 2% credit on maintenance. If AssetWorks is below 80% in any month, Customer receives a 10% credit on maintenance. Customer will report unusual delays as encountered to allow AssetWorks to resolve (and mitigate) the penalty. If transaction performance continues for 60 consecutive business days 84% or less transaction, Customer receives a 25% credit on maintenance.

AssetWorks has a corporate policy against contracts that contain contingent and unknown risks. It understands that Customer has a policy requiring Liquidated Damages in most vendor contracts. AssetWorks believes Liquidated Damages only have an impact when promptly asserted and AssetWorks has the opportunity to correct underlying issues and address Customers' concerns and possibly misperceptions about the Applications functionality before it becomes magnified. Therefore, AssetWorks' acceptance of the Liquidated Damages is conditioned upon the establishment of a claim process substantially the same as the following process, which



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process could be attached to the contract as a schedule and amended at anytime by mutually agreed change order:

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4. Parties will in good faith negotiate a mutually satisfactory solution to the Liquidated Damages claim based on the facts and other appropriate factors within 30 days of the Liquidated Damages Claim being received by AssetWorks. The Director shall determine whether the Contractor has performed in accordance with the Contract and that determination shall be final, binding and conclusive upon the Contractor unless the Contractor seeks judicial relief

In no event shall Liquidated Damages exceed:

1. Four (4) month's maintenance for a single issue
2. Six (6) month's maintenance in any twelve month period.



AssetWORKS

March 28, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

AssetWorks is pleased to submit revised pricing in support of the recent request to increase the number of track miles to be managed with our software from 45 to 150 miles. The discounted software price per track mile is \$729.17 and AssetWorks will honor this price for any additional increases in the number of track miles through December 31, 2011.

Please note that the increase in software license also has an impact on software maintenance fees as noted in this submission.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$621,875.00</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,554,143.00

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

500 devices x \$1,364.50 per unit/handheld device \$682,250.00
(includes charging / syncing cradle and USB cable and shipping)

C. DT120MX 19" kiosks, base term

25 Kiosks x \$4,272.00 per unit/kiosk \$106,800.00
(includes shipping)

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$392,092.19
\$10,891.45 per month * 36 months

Training (Delivery)
\$ _____ per class * X classes

D-tot Total: \$392,092.19



E. Option Period 1: On-going Maintenance

Ongoing Maintenance \$143,979.61
\$11,998.30 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

E-tot Total: \$143,979.61

F. Option Period 2: On-going Maintenance

Ongoing Maintenance \$151,178.59
\$11,047 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

F-tot Total: \$151,178.59

G. Option Period 3: On-going Maintenance

Ongoing Maintenance \$158,737.52
\$11,760 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

G-tot Total: \$158,737.52

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
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Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00
H-Tot Total Base Period - 3 years			\$94,500.00



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I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS	\$6,425,430.91
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 150 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

NAPA TAMS Integration

Networkfleet GPS Integration

Zonar Systems Inspection Integration

Zonar Systems GPS Integration

Trapeze Ops Integration

Trapeze ITS Integration

Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



AssetWORKS

Vehicle Data Collector
Hosting Services
Illustrated Parts Catalog Hosting & Setup Services



Hardware Pricing Information

Motorola MC9590

The vendor has offered an additional discount for this BAFO and lowered the minimum order quantity to 100 units.

Kiosks

The manufacturer does not offer tiered pricing, however they will absorb shipping costs for an order of 15 or more kiosks. Kiosks are shipped in quantities of four per pallet and the shipping price is \$450 per pallet or partial pallet. AssetWorks will pass through this discount upon determination of the exact number of kiosks to be ordered.



AssetWORKS

March 11, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

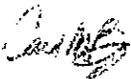
AssetWorks is pleased to submit additional information in support of our proposal. In preparing our response, we have taken into account the Port Authority's questions and comments presented to us in your email message dated March 9, 2011. We have gone back to our vendors (for hardware) and partners (for professional services) in an effort to reduce the cost of our proposal slightly and everyone involved has contributed an additional nominal discount to earn the Port Authority's business.

AssetWorks confirms that this revised cost proposal reflects all costs (including expenses) to provide a fully delivered and maintained solution with no diminution of services or requirements from our BAFO response.

We have defined a methodology to govern liquidated damages as requested and we would like to point out that this is a suggested framework and we welcome the Port Authority's further input to ensure that we have a methodology that also works for your organization.

AssetWorks and our partners are excited about the prospect of working with PATH and the Port Authority on this important project. We look forward to your decision.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



Port Authority Questions

(1) Keeping to the spirit and letter of the RFP's liquidated damages, propose a methodology/process to address and govern circumstances that may result in the assessment of liquidated damages. Also propose patch-related and response-time alternatives in accordance with today's discussion;

Please see page 11

(2) Define "Priority" in the System Response Time section;

Please see page 11

(3) As attachments to the BAFO, provide the Microsoft Project Document and the Labor Categorization spreadsheet;

Please see attached file

(4) As an attachment to the BAFO, disclose handheld unit pricing in batches of 100 units. (The Cost Proposal remains the same, however: 500 estimated units);

Please see page 10

(5) In the same attachment to the BAFO (requested in #4, above), disclose kiosk unit pricing in batches of five units. (The Cost Proposal remains the same, however: 25 kiosks)

Please see page 10

(6) Please elaborate your answer to question 17, esp. with respect to linear assets

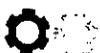
17	Confirm that you are providing an uncapped license for facilities management.
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AssetWorks confirms that the license for facility assets, i.e. stationary equipment is uncapped. The license permits the Port Authority to enter into the system an unlimited number of stationary assets. Any asset that is not a rail vehicle or linear asset can be entered into the system.

With regard to linear assets, AssetWorks has provided a license for 45 linear miles. These miles can be used for any purpose. While we expect that 15 miles is sufficient for PATH, additional assets that can be tracked are not limited, so it is possible to enter bridges, runways roadways, etc.

(7) Last but definitely not least, we hope that AssetWorks will consider our request for a further price reduction (with no diminution in services or requirements) in your revised BAFO. We appreciate your strong consideration of this request.

AssetWorks is pleased to act on your request as noted in the revised pricing section on page 3



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$545,312.50</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,200.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,660,338.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$124,200.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$555,120.00</u>
NOTE: Training is based on hours: # hours <u>2,976</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$570,410.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,477,580.50

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

500 devices x \$1,364.50 per unit/handheld device \$682,250.00
(includes charging / syncing cradle and USB cable and shipping)

C. DT120MX 19" kiosks, base term

25 Kiosks x \$4,272.00 per unit/kiosk \$106,800.00
(includes shipping)

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$343,836.00
\$9,551.00 per month * 36 months

Training (Delivery)
\$ _____ per class * X classes

D-tot Total: \$343,836.00



E. Option Period 1: On-going Maintenance

Ongoing Maintenance \$126,252.00
\$10,521 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

E-tot Total: \$126,252.00

F. Option Period 2: On-going Maintenance

Ongoing Maintenance \$132,564.00
\$11,047 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

F-tot Total: \$132,564.00

G. Option Period 3: On-going Maintenance

Ongoing Maintenance \$141,120.00
\$11,760 per month * 12 months

Training (Delivery)
 \$ _____ per class * X classes

G-tot Total: \$141,120.00

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00
H-Tot Total Base Period – 3 years			\$94,500.00



I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS	\$6,246,642.50
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 45 Track Miles (LinearFocus)

- Base System Includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

NAPA TAMS Integration

Networkfleet GPS Integration

Zonar Systems Inspection Integration

Zonar Systems GPS Integration

Trapeze Ops Integration

Trapeze ITS Integration

Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



AssetWORKS

Vehicle Data Collector
Hosting Services
Illustrated Parts Catalog Hosting & Setup Services



ATTACHMENTS

- Hardware Pricing Information
- AssetWorks Methodology for Liquidated Damages
- AssetWorks Proposed Project Plan in .mpp (Microsoft Project) format
- Labor Categorization Spreadsheet



Hardware Pricing Information

Motorola MC9590

The vendor has offered an additional discount for this BAFO and lowered the minimum order quantity to 100 units.

Kiosks

The manufacturer does not offer tiered pricing, however they will absorb shipping costs for an order of 15 or more kiosks. Kiosks are shipped in quantities of four per pallet and the shipping price is \$450 per pallet or partial pallet. AssetWorks will pass through this discount upon determination of the exact number of kiosks to be ordered.



AssetWorks Proposed Methodology for Liquidated Damages

AssetWorks appreciates the opportunity to discuss liquidated damages with the Port Authority ("CUSTOMER"). As requested, AssetWorks has endeavored to capture the spirit of the Customer's liquidated damages requirement with certain parameters to ensure fairness for both parties and to reflect a long term cooperative relationship.

AssetWorks is proud of its Customer service and the service levels provided to our Customers; accordingly, we are prepared to commit to liquidated damages with the methodology and process described below.

A definition of what is an "issue" is important. As we discussed in the meeting and as provided in the RFP, Liquidated Damages are only available for issues reported after Final Acceptance. Prior to Final Acceptance, payment is dependent on completing certain milestones and therefore, Customer is protected.

An "issue" for purposes of Liquidated Damages shall mean a deviation or error in the Application such that the Application's functionality does not conform to the specifications as set forth in the documentation provided by AssetWorks including the response to RFP and AssetWorks' electronic documentation on the AssetWorks' support website. An issue for purposes of Liquidated Damage does not include a requested enhancement, Customer error or misuse, hardware issues, network issues, or issues with other applications or factors in the Customer's environment. AssetWorks will certainly work with Customer to diagnosis any issue. An issue for purposes of Liquidated Damages is resolved if AssetWorks provides a commercially reasonable workaround that resolves the deviation or error until a patch or release can be provided. An issue for purposes of Liquidated Damages does not include any issue not reported by Customer, such as an issue identified and created by AssetWorks.

Priority Description	Definition
Critical (1)	Example: The System is unavailable
Severe (2)	Example: the problem affects processing which is time-critical and a workaround is not available.
Major (3)	Example: the problem affects processing which is critical but a workaround is available.
Minor (4)	Example: the problem is non-critical and a workaround is available

Response Time

Priority Description	Response Time		Liquidated Damages for Non-Performance
	Normal Hours 7am - 7pm Eastern M-F	Business Hours All Other Times	
Critical (1)	1 Hour	2 Hours	\$200 per hour or part thereof for which the response time criteria is not met.
Medium (2)	2 Hours	3 Hours	\$200 per hour or part thereof for which the response time criteria is not met.
Major (3) or Minor (4)	1 business day	1 business day	No Liquidated Damages for Response Times. AssetWorks will track and report. Unsatisfactory performance will be reported to Director of Customer Support

Issue Resolution Time

Priority Description	Expected Resolution Time	Liquidated Damages for Non-Performance
Critical (1)	8 Hours	\$200 per hour or part thereof for which the resolution time



		criteria is not met.
Medium (2)	48 Hours	\$200 per hour or part thereof for which the resolution time criteria is not met.
Major (3) or Minor (4)	Workaround, if needed, provided within 3 days,	\$200 per hour or part thereof for which the resolution time criteria is not met.

AssetWorks proposes the following process to govern circumstances that may result in the assessment of Liquidated Damages:

ISSUE TRACKING. AssetWorks will track each issue reported to its helpdesk as well as any activity or change in status associated with the reported issue in its internal support system. Customer has the ability to view and track the issue at AssetWorks' support website.

RESPONSE TIME. It is AssetWorks goal to respond to a Customer support issue immediately. There will be times the Customer will need to wait in a queue, leave voice mail message or submit an issue on line. In those cases, Liquidated Damages for non-performance could be applicable when Response Time is calculated as follows: from the time the Customer reports an issue via the online tool or telephone support until AssetWorks responds by email, voice mail message or talking directly to the Customer representative that reported the issue. Liquidated Damages shall not apply if AssetWorks is unable to reach the Customer representative per the information provided by that representative. AssetWorks encourage Customer to follow up with AssetWorks if a matter is critical and a message is not returned promptly.

RESOLUTION TIME. Liquidated Damages for non—performance will be applicable to Expected Resolution Time as follows:

1. Start time when AssetWorks responds to Customer call or report of issue.
2. Any elapsed time waiting for a Customer response will be deducted from the overall resolution time.
3. Resolution time will stop when the ticket is closed in Focus.
4. If Application is partially responsible for the issue, the parties will use good faith to appropriate assess Liquidated Damages, if any, based on time AssetWorks had control of the issue.
5. Liquidated Damages do not apply to any issue that is determined to not be an Application issue.

Issue resolution is a collaborative process and requires a commitment from the Customer as well as AssetWorks. When an issue is raised by the Customer, they are expected to contact the AssetWorks' Support Center and upon that contact, AssetWorks will create a ticket in Focus. AssetWorks will set the priority level based on its standard practice. If the Customer disputes the priority level, the Customer will contact the AssetWorks' Customer Support Manager to dispute the assigned priority. If the Customer still disputes the priority level assigned by AssetWorks, Customer's next level of escalation with AssetWorks will be the Director of Customer Support. The Customer Support Team at AssetWorks is empowered to resolve issues and AssetWorks encourages every customer to work with the team member that first responds to the issue. That said, Customer may escalate within AssetWorks any issue at anytime if Customer believes its needs are not being met. AssetWorks would request a corresponding counterpart(s) to its Manager and Director of Customer Service to facilitate resolution of disputed issues.



Other Liquidated Damages requested by Customer:

SERVICE	SERVICE LEVEL	LIQUIDATED DAMAGES FOR NON-PERFORMANCE
PATCH/VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY/OPERATING PATCHES MEASURED MONTHLY.	CRITICAL SECURITY/OPERATING PATCHES: INSTALLED WITHIN 24 HOURS OF THEIR APPROVAL BY THE AUTHORITY. ALL OTHER PATCHES AND SERVICE PACKS: INSTALLED WITHIN 10 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY	FOR CRITICAL PATCHES, 5% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCH IS NOT INSTALLED AFTER INITIAL 24 HOURS; FOR NON-CRITICAL PATCHES, 2% OF TOTAL MONTHLY PAYMENT FOR SYSTEM PER EACH 24-HOUR PERIOD PATCH IS NOT INSTALLED AFTER THE INITIAL 10 DAYS.
PATCH/VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE	SOFTWARE VERSION UPGRADES: DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY	10% OF TOTAL MONTHLY PAYMENT FOR AFFECTED SYSTEM FOR EACH TWO-WEEK PERIOD DELAYED PER SYSTEM PER UPGRADE
COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADHERENCE TO THE CONTROL REQUIREMENTS	100% COMPLIANT	\$1,000 PER EACH BREACH OF COMPLIANCE
90% of all on-line transactions will have an end-to-end transaction time (excluding network time) of 2.7 seconds or less	1. Response times will be measured for all client and server transactions 2. Online transactions are defined as any user or system initiated activity that causes the system to execute an	\$200 FOR EACH DOCUMENTED CASE THAT IS NOT RESOLVED WITHIN 72 HOURS

AssetWorks accepts these Liquidated Damages with the following changes:

1. AssetWorks will remotely install critical patches within 24 hours of the approval and request to proceed received from Customer unless otherwise agreed to by Customer. If onsite is required or requested, AssetWorks will schedule the tech within 14 days of the date approval and request to proceed is received from Customer. Penalty: \$250 per day provided, however, there is no Liquidated Damages if Customer requests a different schedule or decides not to install patch.
2. The install of upgrades following a release is within Customer's discretion. Once Customer requests installation, AssetWorks will schedule the install within 14 days. Liquidated Damages do not seem applicable because performance is within Customer's control.
3. Compliance—If noncompliance is as a result of changes in guidelines, AssetWorks has 30 days from the date of notice to become compliant. Otherwise, \$1000 credit toward maintenance per breach is acceptable Liquidated Damages.
4. 90% transaction as defined in BAFO at 4 seconds over a calendar month period. If AssetWorks falls between 75-89% in any month, Customer receives a 2% credit on maintenance. If AssetWorks is below 75% in any month, Customer receives a 10% credit on maintenance. Customer will report unusual delays as encountered to allow AssetWorks to resolve (and mitigate) the penalty.

AssetWorks has a corporate policy against contracts that contain contingent and unknown risks. It understands that Customer has a policy requiring Liquidated Damages in most vendor contracts. AssetWorks believes Liquidated Damages only have an impact when promptly asserted and AssetWorks has the opportunity to correct underlying issues and address Customers' concerns and possibly misperceptions about the Applications functionality before it becomes magnified. Therefore, AssetWorks' acceptance of the Liquidated Damages is conditioned upon the establishment of a claim process substantially the same as the following process, which



process could be attached to the contract as a schedule and amended at anytime by mutually agreed change order:

1. **Deadline to Claim Liquidated Damages:** Within 90 days of (i) the resolution of a claim (ticket close) and (ii) within 90 days of the end of any calendar month when Customer's right to Liquidated Damages arose, Customer will provide a written claim to AssetWorks' Manager and Director of Customer Service (email is acceptable form of writing). Failure of Customer to make a claim within that time period waives the claim for those specific issues and/or incidents.
2. Once a Claim for Liquidated Damages is asserted in writing by Customer to AssetWorks' Manager and Director of Customer Support at AssetWorks, it is not barred from payment and is subject to the additional steps of this process.
3. Claim for Liquidated Damage must be in writing and include specifics (issue ticket number) or specific incident/dates that gave rise to the claim, the amount claimed, and a brief overview of facts sufficient for AssetWorks to investigate.
5. 4. AssetWorks will have 10 days to respond to each Claim for Liquidated Damages. If AssetWorks agrees the claim is valid, AssetWorks will credit Customer the amount of Liquidated Damages claimed to the next invoice for monthly maintenance fees. If AssetWorks disputes the claim for Liquidated Damages (in whole or in part) or AssetWorks wishes to request a waiver, AssetWorks will respond within ten days asserting the disputed amounts, the reason for the dispute or waiver request, and any supporting facts. Within 15 days of receipt of the response by Customer, Customer's rep and VP of AssetWorks will meet (telephonically if mutually agreed, otherwise at Customer's facilities) for Tier 1 resolution. Parties agree to consider facts around the specific incident underlying the claims from Focus, AssetWorks reports, and Customer's records. Parties will also consider other factors such as: overall performance of application, overall performance of AssetWorks' Support, number of issues in most recent 12 month period and AssetWorks' response, time expended by both parties, impact on Customer, including any estimate of actual monetary damage, Customer's attention to the issues, any previous Liquidated Damages Claims and results of those claims including whether contested or not.
6. Tier 1 resolution. Parties will in good faith negotiate a mutually satisfactory solution to the Liquidated Damages claim based on the facts and other appropriate factors within 30 days of the Liquidated Damages Claim being received by AssetWorks.
7. Tier 2 resolution. If the tier 1 resolution is unsuccessful, next level (AssetWorks' President, Customer's XXX) will receive the Liquidated Damages claim and attempt to resolve by the 45 day after AssetWorks receives the Liquidated Damages Claim.8. If no resolution can be reached, each party shall have such rights and remedies as available under the contract or law, including Customer's right to terminate and, if Customer withholds payments for damages, AssetWorks right to terminate for nonpayment of maintenance.

Cap on Liquidated Damages.

AssetWorks company policies require a cap on liquidated damages and AssetWorks proposes the following guidelines for a cap:

1. In no event shall Liquidated Damages for a single issue exceed one month's maintenance.
2. The cumulatively Liquidated Damages for any calendar year (2011, 2012, 2013, etc), total Liquidated Damages cannot exceed two months of maintenance fees.
3. If AssetWorks goes 24 months without any Liquidated Damages Claims, Customer will amend contract to remove Liquidated Damages.



AssetWORKS

February 22, 2010

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

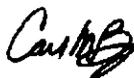
AssetWorks is pleased to submit our response to the Port Authority's request for a Best and Final Offer (BAFO) for RFP 23090: Vehicle Maintenance Management System. In preparing our response, we have taken into account the Port Authority's comments regarding the expense of our proposal and we have taken steps to reduce cost while at the same time increasing the license significantly for assets and mobile software licenses. AssetWorks is also keeping our focus on providing a low risk proposal such that the Port Authority can be assured of a successful implementation of our product. Hardware aside, we have revised our proposal to offer a significant cost reduction.

We have made some minor changes to the proposal to remove optional hosting from our proposal based on feedback at our oral presentation and we have also removed part catalog integration software and services from the proposal. The part catalog integration was previously bundled in without any specific need being identified for the capability other than a possible interface to the IETM.

AssetWorks confirms that this revised cost proposal reflects all costs (including expenses) to provide a fully delivered and maintained solution.

We hope that you find our proposal to be very price competitive and AssetWorks looks forward to a decision from the Port Authority with regard to this RFP.

Sincerely,



Carl Bruce
Account Executive
AssetWorks, Inc.



1	<p>Describe the capabilities of your interface tool. Is it available as a separate product independent of the AssetWorks product?</p> <p>Can it support exchanges between a "source" and a "destination," neither of which is AssetWorks(e. g. both some non- AssetWorks sql server databases)? Does the "listener" feature have the capability to update destinations other than AssetWorks?</p>
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AssetWorks is including a separate document which describes the capabilities of our interface tool, MAXQueue. The proposed license for MAXQueue is based on exchanges with AssetWorks FASuite product or exchanges between non-AssetWorks products if the interfaces are developed by AssetWorks.

MAXQueue is system-independent, and as such may be used to link/build interface logic between any number of systems and processes, internal or external to AssetWorks. While several MAXQueue Adapters are specific to AssetWorks products (e.g., "AW Business Object", "AW Data Reader") the majority of them may be used to connect to any system or process.

A brief sampling of adapters that are generic in nature:

- Timer, Web Service Entry Point –provide generic methods of starting an interaction event;
- MSMQ Reader/Writer, ODBC Data Reader/Writer, XML Data Reader/Editor/File Writer, Text File Reader/Writer, Web Service Writer – all are generic methods of interacting with data and external systems/processes;
- Condition, Split, Merge, Workflow Agent, SMTP Agent – all are generic tools that may be used as part of an interaction event's logic flow.

In addition, the "Library" and "Data Event" adapters allow links to custom-built scripts and libraries, which may be written using any .NET-based language (VB.NET, C#, Python.NET, etc.), allowing full and complete flexibility regarding system connectivity, logic, and functionality.

2	<p>Describe your proposed hotbackup approach, with a requirement of no more than 15 minutes of downtime.</p>
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For a hot-backup approach with a cap of 15 minutes of downtime AssetWorks recommends using Oracle Recovery Manager (RMAN) to perform the hot-backups with archivelog mode enabled in the database. AssetWorks recommends multiple groups of log files to ensure that the RMAN process completes with little contention of data during the backup process. AssetWorks also recommends the backup process be run at least daily, if not more frequently, to ensure the amount of data and the time to perform the backup limits the risk of data loss and contention of the system. For Business continuity purposes RMAN can be used to create an Oracle Standby database and apply backups to the standby environment.

AssetWorks recommends further discussion during the implementation to discuss the specifics of backup methodology with the PATH Database Administrators.

If PATH already has established custom scripts or an alternative tool in place to perform hot-backups AssetWorks recommends discussing the details of that process during the implementation period.



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3 In a hot-backup environment (with no more than 15 minutes of downtime), provide the recommended equipment configurations based on (a) an Oracle environment and (b) a Microsoft SQL environment.

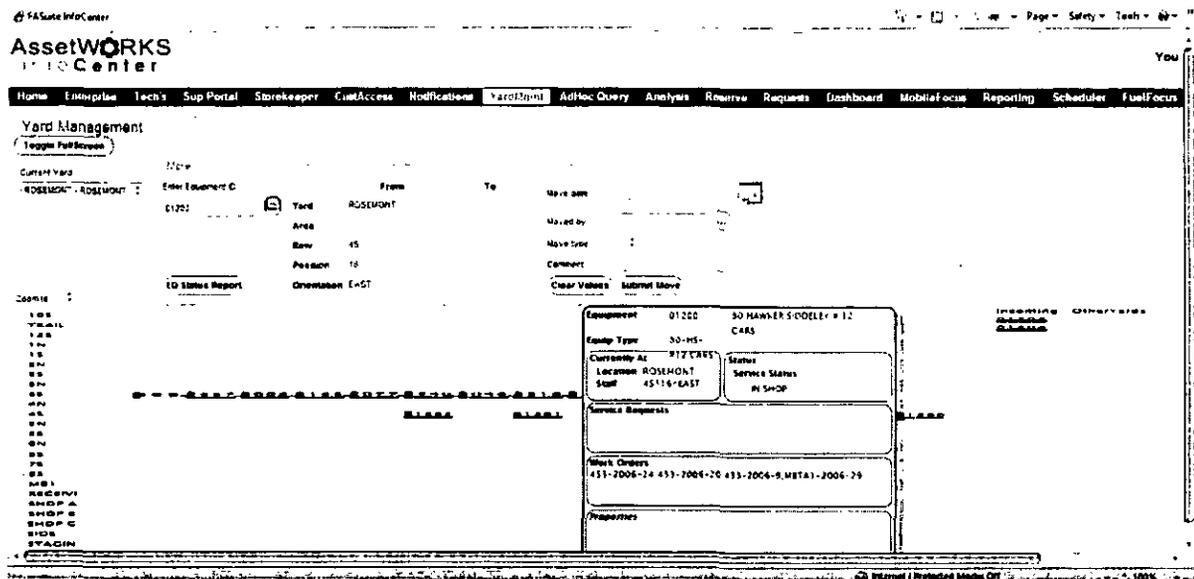
Based on the hot backup recommendation above there is no suggested change to the equipment configuration.

4 Describe how Yard Management will be integrated into MobileFocus for this project's implementation. Confirm that this functionality will be operational with GPS references at cutover. How will Yard Management be priced?

(At its presentation, AssetWorks mentioned that its Yard Management module was being implemented for NJ TRANSIT; the module would improve NJ Transit's efficiency and accuracy in assigning and placing trains (consist configuration), assignments by dispatchers, and locating trains required for service or maintenance. Therefore, would Yard Management similarly help PATH? Please confirm and elaborate.

Furthermore, AssetWorks indicated that the GPS feature would help update and obtain trains and asset maintenance management information in real time.

NJ Transit is planning to implement our existing Yard Management module with modifications to support the review and activation of consists based on a feed of GPS data from a GPS tracking system that will be installed on all coaches and locomotives. The GPS transceiver is installed on the top of each coach and locomotive and communicates over cellular connections to communicate the equipment's location at frequent intervals to a central server. The GPS system is designed to smooth the GPS position data using algorithm's that allow the coach or locomotive to be closely associated with a specific track and position in the yard. The AssetWorks system will retrieve the GPS data by communicating with the central server and display the equipment location on a track layout. Below is a screenshot of current capability using a grid layout:



To the extent that AssetWorks enhances the Yard Management module for NJ Transit, the enhancements would be available to all customers who license the module.

Yard Management is not currently integrated with MobileFocus in a way that might be of use to PATH based on current capabilities. While the position information can be updated from a handheld it is done through manual entry of a position code.



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When the Yard Management module is integrated with a near real time GPS system, AssetWorks expects that the module can help improve accuracy in assigning trains to a consist when consist data is managed in our system. The intent with the modifications expected for NJ Transit is to allow activation of consists by yard masters who will review the position information reported from the GPS system and displayed on the Yard Management module screen for review and activation of the consist.

The Yard Management module is also useful in locating trains required for service or maintenance, but again, the source of the position information is not currently done via handheld. It is either manually entered by a yard master (as is done at Chicago Transit Authority) or could be obtained by a GPS system as is expected for NJ Transit.

The Yard Management module is priced on a Per Yard basis with a list price of \$25,000 per yard exclusive of software maintenance and it is expected that implementation of the module would likely be in the range of \$10,000 to \$15,000 per yard. The above pricing does not take into account any enhancements to the current capabilities of this module or for MobileFocus to interact with this module.

The MC9590 is a GPS enabled device and as such, it may offer opportunities to enhance the capabilities of our MobileFocus software to feed GPS data from a Yard Master carrying a handheld to report position data of trains in the yard, but we have not yet begun any development in this area.

5	Describe the rationale of your cost proposal e. g. the structure and rationale of your licensing model.
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AssetWorks price for software license takes into account the intended use of the product by asset type and also the optional modules that are included in our proposal. AssetWorks has an established price range by asset type and that range includes a discount structure that is scaled such that the larger number of assets that are licensed, the lower the unit price per asset type will be. AssetWorks has established ranges for non-transit fleet assets, transit fleet assets, rail vehicle assets, linear asset (by track mile), and other asset types such as communication equipment for customers that license for certain specific low value assets. For the purpose of this proposal, AssetWorks is offering a discount on software of 50% from our list price. This discount exceeds our highest permitted commercial discount and if selected, AssetWorks will be required to offer a temporary price reduction on our GSA schedule to finalize a contract without violating our federal contracts.

Our pricing for professional services takes into account a comprehensive review of the work to be performed based on our interpretation of the RFP as well as our experience with many similar projects with transit organizations. The pricing for services is based on our calculation of the number of work hours required for our staff and contractors to perform the required tasks taking into account specific rates by job category and AssetWorks has lowered rates in several job categories for our BAFO proposal.

The license for FASuite software is based on the number of Active Equipment Units (Rail Vehicles) and Track Miles managed with the software and the optional modules included in our proposal. Active Equipment Units are vehicles or assets that are active in the customer's operation in that work is performed or activity about the asset is reported on a recurring basis. Track miles are representative of the overall length of track along the active right of way centerline and is inclusive of all assets along the right of way without limitations. Sold, retired or permanently inactive units do not require a license and the information about such assets can reside permanently in the database. In response to this BAFO, AssetWorks is increasing the license for up to 500 Active railcar assets and 45 track miles. To the extent that the number of railcars will exceed 500 active equipment units on an ongoing basis or the number of track miles is increased, the license and maintenance fees would be adjusted.

For facility assets, we license an optional module which is known as EquipmentFocus. We offer this module with no limits on the number of Active Equipment Units. We believe this method of licensing offers exceptional value to our customers because you can extend use throughout your entire enterprise without the need to make difficult



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decisions about specific Port Authority employees or contractors having access to the system and without the need to monitor license compliance in any way.

AssetWorks also has included relevant optional modules in our proposal. Modules are priced based on a percentage of the base license fee and range from 5% of the base license to 20% of the net base license so modules inherit the 50% discount on software noted earlier.

For mobile computers running Windows Mobile, AssetWorks offers a mobile product compatible with this operating system that is traditionally licensed by device. For the purpose of this proposal, AssetWorks is offering an enterprise license to accommodate a reasonable price for 350 devices expected to be used on this project. Our enterprise license represents a 63% discount on this product relative to a traditional license by device.

6	According to your proposal and presentation, your licensing structure is based on, among other criteria, 400 railcars. The Authority/PATH recommends that your proposed licensing structure reflect 500 railcars. Ensure that your cost proposal reflects 500 railcars.
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AssetWorks has increased the license to accommodate 500 railcars and 75 miles of track.

7	Identify and describe the "overlap" in Phases I & II of project implementation. Describe the tasks and timeframes of your expectations on the availability of Authority/PATH resources for these overlaps. Note that due to resource constraints, there should not be any allocation of Authority/PATH overlap unless it is critical. If an extension in schedule would be required to eliminate Authority/PATH resource overlaps without a change in project cost, it should be requested in your response to this request for a BAFO.
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With the desired schedule and the stated goal to be live within nine months of kick-off, AssetWorks proposed a schedule with a number of overlapping tasks. Below are a breakdown of the overlap and the expected commitment of PATH resources.

Planning Stage:

WBS	Task Name	Duration	Q1	Q2
	<input type="checkbox"/> PATH AssetWorks Project Plan	420 days		
A	<input type="checkbox"/> Project Management Services	240 days		
B	<input type="checkbox"/> Planning Stage	15 days		
B.1	<input type="checkbox"/> Project Team Orientation	5 days		
B.2	<input type="checkbox"/> Feature and Function Description	35 days		
B.3	<input type="checkbox"/> Hardware Plan	40 days		
B.4	<input type="checkbox"/> Implementation Plan	20 days		
B.5	<input type="checkbox"/> Conversion Plan	25 days		
B.6	<input type="checkbox"/> Functional Test Plan	20 days		
B.7	<input type="checkbox"/> Operational Acceptance Test Plan	20 days		
B.8	<input type="checkbox"/> System Support Plan	20 days		
B.9	<input type="checkbox"/> Training Plan	25 days		
B.10	<input type="checkbox"/> Parallel Testing Plan	20 days		

For the first month, AssetWorks and PATH will jointly work on the planning deliverables that will define how we move forward to execute the project. It is anticipated that the PATH core team will be assigned to these tasks



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which include providing input, reviewing and approving the deliverables. Because there are many tasks running concurrently, involvement is anticipated to be approximately 65-70% for PATH resources.

Phase I – New Rail Cars:

WBS	Task Name	Duration	Q1	Q2	Q3
C	[-] Implementation Stage	240 days	[Gantt bar spanning Q1, Q2, Q3]		
C.1	[-] Phase I - New Cars	175 days	[Gantt bar spanning Q1, Q2, Q3]		
C.1.1	[+] Hardware Acquisition	10 days		[Gantt bar]	
C.1.2	[+] Hardware Installation	5 days		[Gantt bar]	
C.1.3	[+] Software Installation	78 days	[Gantt bar]		
C.1.4	[+] Business Process Assessment	105 days	[Gantt bar]		
C.1.5	[+] Application Configuration	20 days		[Gantt bar]	
C.1.6	[+] Systems Integration Development	40 days		[Gantt bar]	
C.1.7	[+] Data Loading Services - Phase I	20 days		[Gantt bar]	
C.1.8	[+] Testing Services - Phase I	15 days		[Gantt bar]	
C.1.9	[+] Training Planning Services	56 days		[Gantt bar]	
C.1.1	[+] Training Delivery Services - Phase I	110 days		[Gantt bar]	
C.1.1	[+] Operational Acceptance Test	27 days			[Gantt bar]

During this phase, AssetWorks will be starting application configuration while finishing the Business Process Assessment. Also, the functional design of the interfaces and reports will be running concurrently as will conversions, testing and training preparation. It is anticipated that the Core Team and Subject Matter Experts (SME's) will be involved to make key decisions on how the application is set up to meet PATH's work flow, and how the application will interact with SAP and PeopleSoft. This effort will vary at points in the process; however, PATH resources will be 100% engaged on the project during this critical time.

In addition to the potential scheduling conflicts with PATH resources, there is risk of rework as many of these tasks are inputs to others (e.g., Business Process Assessment is an input into application configuration and training planning). Decisions in one area could impact the work in progress on other tasks.

For Phase II Current Operations:

In order to roll out the application to the other operating groups at PATH (Linear and Facilities), AssetWorks anticipates that most tasks will run concurrently and anticipates approximately 100% of the Core Team's time will be spent on multiple project activities.

WBS	Task Name	Duration	Q1	Q2	Q3	Q4
C	[-] Implementation Stage	240 days	[Gantt bar spanning Q1, Q2, Q3, Q4]			
C.1	[+] Phase I - New Cars	175 days	[Gantt bar spanning Q1, Q2, Q3, Q4]			
C.2	[-] Phase II - Current Operations	158 days		[Gantt bar spanning Q2, Q3, Q4]		
C.2.1	[+] Systems Integration Development	90 days		[Gantt bar]		
C.2.2	[+] Data Load Services - Phase II	65 days		[Gantt bar]		
C.2.3	[+] Report Development	25 days		[Gantt bar]		
C.2.4	[+] Testing Services - Phase II	50 days			[Gantt bar]	
C.2.5	[+] Training Delivery Services - Phase II	138 days		[Gantt bar]		
C.2.6	[+] Operational Acceptance Test - Phase II	20 days				[Gantt bar]

AssetWorks has prepared an alternate schedule that will largely eliminate any overlapping tasks within the respective operating groups. AssetWorks can execute the alternate schedule with no increase in project costs.

Below is a Gantt chart reflecting the alternate schedule and requests that PATH consider it (or a mutually



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agreeable variation) as part of the BAFO. Although there is overlap between Phase I and II, there is very little overlap within each phase and would not impact the same groups.

WBS	Task Name	Duration	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8
	PATH AssetWorks Project Plan	662 days	[Gantt bar spanning Q1 to Q8]							
A	Project Management Services	485 days	[Gantt bar spanning Q1 to Q8]							
B	Planning Stage	95 days	[Gantt bar spanning Q1 to Q2]							
C	Implementation Stage	387 days	[Gantt bar spanning Q3 to Q8]							
C.1	Phase I - New Cars	361 days	[Gantt bar spanning Q3 to Q8]							
C.2	Phase II - Current Operations	220 days	[Gantt bar spanning Q5 to Q8]							

8 Confirm that the proposed system will not allow concurrent log-ins.

Confirmed - AssetWorks will provide this feature at no charge to PATH.

9 Confirm that AssetWorks accepts the IT Control Requirements included in Attachment I of the RFP.

Please see our exceptions to the IT Control Requirements in the Compliance section of our response.

10 Confirm that PeopleSoft interfaces are included in proposal.

Confirmed – PeopleSoft interfaces are included in the scope of the proposal. AssetWorks will apply the same methodology and assumptions that apply to all interfaces included in the project.

11 In your response to this letter, include the (secondary) slides that accompanied your presentation.

The secondary slides requested are included as a PowerPoint attachment to the email message.

12 Describe the cancellation of Preventative Maintenance work orders in your proposed system. When PMs are cancelled, are such cancellations reflected in the Work order history and can they be tracked as part of KPIs?

A few different methods of cancelling one or more PM services/work orders were discussed at our on-site meeting.

The method that this question addresses is the lowest level, where a single PM or inspection service, previously placed onto a work order and possibly scheduled, is marked as “cancelled”. This event may occur for non-statutory inspections where the user/planner deems the service as not required. The method of cancelling the services/work order is simple:

- User selects the work order from the WO Management Portal;
- User marks the work order as FINISHED;
- Each job/service line item on the work order has a field titled “Update PM Schedule?”. This flag is automatically set to YES if labor or parts have been posted to the related job/service; it is left as NO if no transactions have yet been posted to it;



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- If at time of placing the work order in a FINISHED or CLOSED state, any service line item having its "Update PM Schedule?" flag left as NO will not affect the PM/inspection schedule for that asset (i.e. the service will still show as being due);
- If at time of finishing/closing, any service line item's "Update PM Schedule?" flag is manually set to YES, the asset's service schedule will be updated (i.e. the service will be marked as "cancelled").
- Reporting on cancelled services is made simple by job-level flags that mark each service as scheduled, performed (with labor and parts), marked as "canceled" (satisfied, but no labor or parts related), or not performed (not satisfied – deferred).

Work Order Tasks

Equipment ID 204 204 1984 HITACHI CQ311 750 VDC STAINLESS STEEL HEAVY RAIL TRANS
Asset Number H **Station Location** RAIL02 - SATELLITE RAIL YARD **License Number**
Work Order ID 65TH-2008-118 **Job Status** OPEN
Unit In 07/22/2008 05 57 **Due** 07/29/2008 05 57
Repair Location RAIL02 - SATELLITE RAIL YARD **Service Status**

Tasks : 3

Delete	Task ID	Task Description	Equip Warranty	WAC	Repair Reason	Update PM Schedule
<input type="checkbox"/>	Q 92-DAY	92 DAY PERIODIC INSPECTION	<input type="checkbox"/>	...	<input type="checkbox"/>	YES ▾
<input type="checkbox"/>	Q HVI-M1-0102	RAILCAR FLEET WINTERIZATION PLAN	<input type="checkbox"/>	...	J <input type="checkbox"/>	NO ▾
<input type="checkbox"/>	Q INS-R-PRE	PRE RELEASE INSPECTION	<input type="checkbox"/>	...	<input type="checkbox"/>	▾

YES NO

This process may be made simpler using the Multi-Unit Work Order Posting screens, which allow labor and parts to be posted at a higher level, and apportioned to all child work orders related to the project:

Labor to be apportioned across the selected items

Basic Info

Parent work order ID: TAS169 2010 18 Time code ID: _____
 Employee ID: _____ Account ID: _____
 Task ID: WINTER Reversal:
 Work accomplished code: 02 Shift ID: _____
 Date: 02/16/2011 Comment to apply to selected rows: _____
 Labor hours: 8
 Select all

Row #	Select	Equipment ID	Work order ID	% Complete	Comments
203	<input checked="" type="checkbox"/>	204	TAS169-2010-18		
204	<input checked="" type="checkbox"/>	204	TAS169-2010-20		
205	<input checked="" type="checkbox"/>	204	TAS169-2010-21		
206	<input checked="" type="checkbox"/>	204	TAS169-2010-22		
207	<input type="checkbox"/>	204	TAS169-2010-23		
208	<input type="checkbox"/>	204	TAS169-2010-24		

The second method to mark services as "not required" and tracking/reporting on such events uses the PM Schedule Out Of Service transaction type, supported in the base system and allowing discrete events in which assets out of service for a predetermined period of time may have their service schedules automatically deferred (acceptably).



Equipment ID		Status
Task ID		

Basic Info													
Eligible for credit <input type="checkbox"/> Days out of service <input type="text"/> Days out of service to be eligible for extension <input type="text"/>	Apply extension credit - for number of days <input type="text"/> Date and time applied <input type="text"/> by <input type="text"/>												
Service information <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Due</th> <th style="width: 20%;">Actual</th> </tr> </thead> <tbody> <tr> <td>Date</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Meter 1</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> <tr> <td>Meter 2</td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </tbody> </table>		Due	Actual	Date	<input type="text"/>	<input type="text"/>	Meter 1	<input type="text"/>	<input type="text"/>	Meter 2	<input type="text"/>	<input type="text"/>	Assignment information Assigned PM location <input type="text"/> Department ID <input type="text"/> Department to notify for PM <input type="text"/>
	Due	Actual											
Date	<input type="text"/>	<input type="text"/>											
Meter 1	<input type="text"/>	<input type="text"/>											
Meter 2	<input type="text"/>	<input type="text"/>											

Finally, any asset's PM schedule may be indefinitely placed on hold by changing its Procurement Status Code to any user-defined code marked as "inactive".

13	Include a comprehensive list of all requirements that your proposed system cannot meet (e. g. a non-conforming requirements matrix). Crossreference such items to the relevant sections of the RFP. Indicate the reason for such non-compliance and your proposed alternatives or solutions.
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Based on our initial response to the RFP, AssetWorks identified a number of gaps in the Product Capability Matrix. It is AssetWorks intent to close these gaps through enhancements to our product that are already in progress or through additional enhancements specific to closing these gaps for this project if we are awarded a contract.

The gaps in the Product Compatibility Matrix and the cross-reference to the relevant section of the RFP is noted below:

<p>Vehicle Maintenance Subsystem (VMS)</p> <p>VMS Functional Requirements</p> <p>Record of Crew Action on Work Order (12.7.1.41)</p> <p>Fleet Status</p> <p>Car Mileage Data & Calculations (12.7.4.6)</p> <p>Materials Management Subsystem (MMS)</p> <p>Stores Control</p> <p>Commodity Codes (12.8.1.5)</p> <p>BOM Identification Numbers (12.8.1.6.1)</p> <p>Unlimited BOM Identification Numbers (12.8.1.6.2)</p>	<p>BOM Identification Numbers Searching (12.8.1.6.3)</p> <p>Storeroom Support (Not referenced)</p> <p>Supplying Storeroom Prioritization (Not referenced)</p> <p>Stock Request Data (12.8.1.8.6)</p> <p>Work Order Interface with Stock Issue Transaction</p> <p>Two-Step Receiving & Inspection (12.8.1.10.1)</p> <p>Received, Not Inspected Flag (12.8.1.10.2)</p> <p>Multiple Inspection Procedures (12.8.1.10.3)</p> <p>Receipts Interface to Accounts Payable (Not referenced)</p>
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AssetWorks requests that the gaps identified above as "Not referenced", which do not have corresponding descriptions in the RFP, be documented in more detail prior to any contract being finalized.



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14	Confirm that all requirements not included in the aforementioned non-conforming requirements matrix can and will be satisfied by AssetWorks and your proposed system.
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For the requirements of the non-conforming requirements matrix in question 13, AssetWorks confirms that the requirements will be AssetWorks and our proposed system.

15	Confirm that all version upgrades will be included in ongoing maintenance.
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AssetWorks confirms that all version upgrades will be included in ongoing maintenance.

16	Confirm that requested changes to your proposed solution will be priced according to the rates identified in the cost proposal's "Enhancement" section.
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AssetWorks confirms that requested changes to our proposed solution will be priced according to the rates identified in the cost proposal's "Enhancement" section.

17	Confirm that you are providing an uncapped license for facilities management.
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AssetWorks confirms that the license for facility assets, i.e. stationary equipment is uncapped.

18	In the revised cost proposal attached hereto, provide pricing for up to hundred (500) Symbol MC9090K Ruggedized Devices (handheld devices) with color displays and 43 keys.
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AssetWorks is including pricing for the MC9590 with color display, 43 keys and integrated GPS in place of the MC9090K which has been discontinued by Motorola. Please note that the pricing indicated is based on volume purchase of 500 devices which has been negotiated specific to this contract. Pricing for lower quantities will need to be negotiated with Motorola if PATH determines that it intends to procure less than 500 devices.

19	In the revised cost proposal attached hereto, provide pricing for up to twenty-five DT120MX 19" kiosks.
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AssetWorks is including pricing for 25 DT120MX 19" kiosks. Please note that the pricing indicated is based on volume purchase of 25 kiosks. Pricing for lower quantities will need to be negotiated with our OEM if PATH determines that it intends to procure less than 25 kiosks.

20	Confirm that AssetWorks will complete the conversion of all legacy data from current non-vehicle database systems (e. g., MicroSoft Access) to the new system.
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Confirmed – AssetWorks will complete the conversion of all legacy data from current non-vehicle database systems. As a matter of procedure, AssetWorks and PATH will identify all sources of data during the planning and design tasks of the project. Any data sets discovered after the conversion process is started will be evaluated to determine if additional design is required. If additional design is required, AssetWorks and PATH will work through any impacts to the schedule at that time.



21	If awarded the contract, AssetWorks, Inc would be required to submit a \$80,000 Letter of Credit as a security deposit for successful fulfillment of its services. Confirm that should AssetWorks be awarded the contract, it will be able to submit such Letter of Credit in the noted amount.
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Confirmed, AssetWorks can submit a Letter of Credit in the amount of \$80,000 if awarded a contract.

22	<p>With respect to AssetWorks' position on service levels and associated liquidated damages identified in Section 13.14.2 of the RFP, as articulated in your email to James Summerville on February 14, 2011 (which is quoted below), please state your specific exceptions and recommendations/proposed alternatives for each of the service levels and associated liquidated damages specified in this section.</p> <p>Assetwork's statement in the aforementioned email dated February 14, 2011: "AssetWorks is willing to negotiate appropriate service levels that meet the needs of the Port Authority. With regard to Liquidated Damages for Non-Performance, AssetWorks does not rule out liquidated damages in all circumstances. In general, We are willing to negotiate a combination of service levels and liquidated damages that protect PATH and are still 100% within our control, are able to be monitored and verified and the parameters defining a breach in service levels are explicit. Other negotiable provisions would require a cap on liquidated damages. Our preference is to not pay damages, but rather offer credits for future services in the unlikely event that liquidated damages are assessed."</p>
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AssetWorks proposed to replace Section 13.14.2 of the RFP with the following:

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, CUSTOMER and VENDOR will respond as follows:

CUSTOMER shall provide VENDOR with written notification of the error fully describing the error condition and necessary backup documentation reproducing the error condition if such documentation is readily available. If after reasonable analysis VENDOR cannot reproduce the error, CUSTOMER will be responsible for reproducing the error in the presence of the VENDOR on location, at the CUSTOMER, or by remote connection by VENDOR while in contact with CUSTOMER employees. VENDOR and CUSTOMER shall mutually agree upon the assignment of the error as Critical (1), Severe (2), Major (3), Minor (4) as defined in this Agreement.

For any verified error, VENDOR will schedule a correction for the error in a future version, with consideration for the impact of the error on the CUSTOMER'S use of the Software. CUSTOMER will be able to discuss such schedule with VENDOR, including both the Customer Support Department and escalation within VENDOR, for more discussion about impact and schedule. VENDOR will reasonably weigh the effort and time required to correct the error with the effect of the error on CUSTOMER. Without limiting the foregoing, VENDOR and CUSTOMER shall use reasonable efforts to classify reported problems and respond to CUSTOMER in accordance with the table set forth below.

In the event that Liquidated Damages are assessed, VENDOR will provide a credit on account for software maintenance or future professional services for any damages less than \$10,000.00.

<u>Priority Description</u>	<u>Definition</u>	<u>Expected Average Response Time</u>	<u>Expected Average Resolution Time</u>	<u>Liquidated Damages for Non-Performance</u>



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Critical (1)	<p>Example: time-critical processing is prevented and/or a group of users is unable to function.</p> <p>Problem must be reported by telephone and validated in writing to the customer.</p>	1 hour during normal business hours, 2 hours outside normal business hours.	Work until corrected 24x7	\$200 per hour or part thereof for each hour during which AssetWorks resources are not working to resolve the problem.
Severe (2)	<p>Example: the problem affects processing which is time-critical and a workaround is not available.</p>	2 hours during normal business hours, 3 hours outside normal business hours	Work until corrected during normal business hours	\$200 per hour or part thereof for each normal business hour during which AssetWorks resources are not working to resolve the problem.
Major (3)	<p>Example: the problem affects processing which is critical but a workaround is available.</p>	1 day	Future Patch Release	If a <i>workaround</i> is available and reasonable, no liquidated damages applicable. If <i>workaround</i> is not reasonable, escalate to level 2.
Minor (4)	<p>Example: the problem is non-critical and a workaround is available</p>	3 days	Future Release	If <i>workaround</i> is available for non-critical problems, no liquidated damages applicable.



Service	Service Level	Liquidated Damages for non-Performance
<p>PATCH/VERSION MAINTENANCE: APPLICATION OF ALL CRITICAL SECURITY/OPERATING PATCHES, MEASURED MONTHLY.</p>	<p>CRITICAL SECURITY / OPERATING PATCHES: INSTALLED WITHIN 24 HOURS OF THEIR APPROVAL BY THE AUTHORITY. ALL OTHER PATCHES AND SERVICE PACKS: INSTALLED WITHIN 10 BUSINESS DAYS AFTER APPROVAL BY THE AUTHORITY</p>	<p>Under the guidelines of this proposal, AssetWorks does not have responsibility for operating system update installation, however we provide schedules of certification for each new version of supported operating systems and database management systems.</p> <p>To the extent that AssetWorks products encounters Deviations as a result of a required security patch at the operating system or database management system level, AssetWorks proposes that this service level is duplicative of the Critical (1) priority for error correction and should be eliminated.</p>
<p>PATCH/VERSION MAINTENANCE: SOFTWARE VERSION UPGRADES, APPLIED WITHIN SIX MONTHS OF GENERAL RELEASE</p>	<p>SOFTWARE VERSION UPGRADES: DEPLOYED WITHIN SIX MONTHS OF GENERAL RELEASE AND AFTER APPROVAL BY THE AUTHORITY</p>	<p>AssetWorks has indicated in our proposal and in our oral presentation that software version upgrades are typically not mandatory provided the Customer stays within 2-3 versions of the most current version. AssetWorks proposes upgrades be deployed upon mutual agreement to schedule and no Liquidated Damages be applicable.</p>
<p>COMPLIANCE TO THE AUTHORITY'S STANDARDS AND GUIDELINES FOR TECHNOLOGY AND ADHERENCE TO THE CONTROL REQUIREMENTS</p>	<p>100% Compliance</p>	<p>AssetWorks would like to take exception to some provisions which are noted below in section labeled "Compliance"</p> <p>Otherwise: \$1000 for any breach not corrected within 30 days.</p>
<p>94% of all on-line transactions will have an</p>	<p>1. Response times will be measured for all client and</p>	<p>AssetWorks proposes amending this requirement as noted below in the</p>



<p>end-to-end transaction time (excluding network time) of 2.7 seconds or less</p>	<p>server transactions</p> <p>2. Online transactions are defined as any user or system initiated activity that causes the system to execute an instruction, either at the server or the client, and results in an identifiable change in the screen being viewed by the user.</p> <p>3. No customized searches will be included in the response time criteria</p> <p>4. No batch processes will be included in the response time criteria</p>	<p>section labeled System Response Time</p>
------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------

COMPLIANCE

IT CONTROL REQUIREMENTS EXCEPTIONS

1. Section 14.11 Server Build: FASuite is not currently certified for 64-bit OS. At this time we comply with 32-bit Windows 2003 OS, however we anticipate certification for 64-bit OS in summer 2011 with a minor patch release.
2. In Section 14.11 Server Build: Due to McAfee's scanning methodology we recommend excluding the application directories from the real-time scan and only have them subject to scheduled scans.
3. Section 14.11 Server Build: MyODBC client is not required but the Oracle administrative client or SQL Server Management Studio is dependent on the choice of Oracle or Microsoft SQL Server as the Relational Database Management System.

STANDARDS AND GUIDELINES FOR TECHNOLOGY EXCEPTIONS

1. Section 2.2.4.5 - Passwords: If password rules are established through Active Directory for SingleSignOn, they will override the FASuite password rules.
2. 2.2.5 - Remote Access: For remote access technical support our preferred method of access is via Webex. It is possible that our VPN software could conflict with software used by PATH.
3. 3.2 - A/V Standards: Due to McAfee's scanning methodology we recommend excluding the application directories from the real-time scan and only have them subject to scheduled scans..
4. 4.4 - In certain cases, the system can be configured to use a "from" email address that is not linked to a specific user. This method is intended for Notifications from the system that are not intended to be responded to. In addition, the system does not limit the number of addressees that can be copied on a report which is scheduled for distribution by email.
5. 7.5 -- Using IIS authentication and making use of our SingleSignOn settings can be used. In this case, if this is used. In this case, our password rules from 2.2.4.5 do not apply.



SYSTEM RESPONSE TIME

System response time testing will be conducted for the purpose of verifying that the System, as a whole, will function quickly enough to support CUSTOMER operations without unacceptable work delays and work backlogs. System response time testing will be a test of the performance of the implemented System and must meet the Acceptable Response Time Criteria described below. The System response time testing will be conducted on the production hardware using the configured and data loaded System or a copy of the configured System, and using a copy of the pre-production database. The CUSTOMER will provide the final approval and acceptance of the System response time test.

The response time results to be used for the online tests will be measured using a "stop watch" technique.

The CUSTOMER will plan and conduct the System response time testing.

In the event of System response time testing which results in a failure to meet Acceptable Response Time Criteria, the response time issue will be documented as a Priority "Severe (2)" subject to Liquidated Damages for non-performance.

VENDOR will have the option to participate in System response time testing. The VENDOR will either: (a) submit written recommendations to the CUSTOMER for changes to improve performance, such as changes to the System configuration, the System installation setup, the database configuration, the hardware, the network, or the desktop units, or (b) make changes to the VENDOR provided Application Software.

The following identifies processes to be tested and the response time criteria related to those functions.

Acceptable Response Time Criteria

90% of the on-line transactions identified below will have an end-to-end transaction time (excluding network time) of 4 seconds or less. A transaction is defined as any event that processes any UPDATE/INSERT/DELETE through an application server screen. AssetWorks will provide access to the transaction processing time through an existing audit table.



ATTACHMENT E.1 COST PROPOSAL FORM

A. Implementation

Cost of Software	<u>\$545,312.50</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$22,840.00</u>
Configuration to Port Authority Requirements # hours <u>11,250</u>	<u>\$2,713,850.00</u>
30 day Operational Test # hours <u>1,092</u>	<u>\$126,360.00</u>
Training (Development & Delivery) \$ _____ per class * X classes NOTE: Training is based on hours: # hours <u>2,976</u>	<u>\$560,400.00</u>
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$574,730.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$4,543,492.50

B. Handheld Devices (Symbol MC9590) Ruggedized Devices, base term:

500 devices x \$1,390.69 per unit/handheld device \$695,345.00
(includes charging / syncing cradle and USB cable and shipping)

C. DT120MX 19" kiosks, base term

25 Kiosks x \$4,398.22 per unit/kiosk \$109,955.50
(includes shipping)

D. Base Term: On-going Maintenance for three years:

Ongoing Maintenance \$343,836.00
\$9,551.00 per month * 36 months

Training (Delivery)
\$ _____ per class * X classes

D-tot Total: \$343,836.00



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E. Option Period 1: On-going Maintenance

Ongoing Maintenance	<u>\$126,252.00</u>
<u>\$10,521</u> per month * 12 months	
Training (Delivery)	
\$ _____ per class * X classes	
E-tot Total:	<u>\$126,252.00</u>

F. Option Period 2: On-going Maintenance

Ongoing Maintenance	<u>\$132,564.00</u>
<u>\$11,047</u> per month * 12 months	
Training (Delivery)	
\$ _____ per class * X classes	
F-tot Total:	<u>\$132,564.00</u>

G. Option Period 3: On-going Maintenance

Ongoing Maintenance	<u>\$141,120.00</u>
<u>\$11,760</u> per month * 12 months	
Training (Delivery)	
\$ _____ per class * X classes	
G-tot Total:	<u>\$141,120.00</u>

Hourly Rates for Enhancements

H. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 1.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$205.00	X 100	\$20,500.00
Trainer (Subject Matter Expert / PM)	\$195.00	X 100	\$19,500.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00
H-Tot Total Base Period – 3 years			\$94,500.00



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I. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
I-Tot Total Option Period 1 – 2 years			\$47,250.00

J. Option Period 2	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.3 Opt Period 2 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

K. Option Period 3	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the term (1 year)	C. Total Estimated 1.1.4 Opt Period 3 (A x B = C)
Software Engineer	\$185.00	X 50	\$9,250.00
Program Manager	\$205.00	X 50	\$10,250.00
Trainer	\$195.00	X 50	\$9,750.00
Jr. Programmer	\$175.00	X 50	\$8,750.00
Sr. Programmer	\$185.00	X 50	\$9,250.00
G-Tot Total Option Period 2 – 2 years			\$47,250.00

TOTAL ESTIMATED COSTS	\$6,328,815.00
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ASSUMPTIONS

A. Implementation	AssetWorks has included all relevant modules necessary to meet or exceed the requirements of the RFP. A detailed listing of included modules and of other optional modules that are not included in the proposal are noted following this table. Proposal is fixed fee and inclusive of all expenses.
B. Handheld Devices	Motorola MC9590 substituted for MC9090K because Motorola has discontinued the MC9090K. AssetWorks has included one charging cradle and one usb cable per handheld.
C. Kiosks	Kiosks include wireless network hardware
D. Ongoing Maintenance Base Term	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
E. Ongoing Maintenance – Option Period 1	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
F. Ongoing Maintenance - Option Period 2	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
G. Ongoing Maintenance - Option Period 3	Ongoing maintenance includes unlimited help desk support, software upgrades and quarterly onsite visits (40 hours onsite) by AssetWorks professional services personnel. It is important to note that all current AssetWorks customers do not include an onsite requirement for maintenance. It is possible for AssetWorks to lower our maintenance rates if the Port Authority reconsiders the onsite requirement and accepts AssetWorks standard Maintenance Agreement. Training classes can be delivered at "Trainer" rates established in this term.
H. Hourly Rates for Enhancements –	Standard hourly rates



Base Period	
I. Hourly Rates for Enhancements – Option Period 1	Standard hourly rates
J. Hourly Rates for Enhancements – Option Period 2	Standard hourly rates.
K. Hourly Rates for Enhancements – Option Period 3	Standard hourly rates.

FASuite Modules Included in Proposal:

Base System for 500 Active Rail Vehicle Equipment Units (RailFocus)

Base System for 45 Track Miles (LinearFocus)

- Base System includes keyed modules:
 - Bar Code, Labor Capture, Ad Hoc Query, Shop Scheduling, Service Level Agreement (SLA),
 - Production Planning (Re-build), Equipment Planning, Replacement/ Performance Modeling,
 - Ad Hoc Query, and Enterprise Portal
- EquipmentFocus for Facilities Management
- Incident Management
- Rail Operations
- InfoCenter Reporting
- Shop Activity
- Customer Access
- Performance Measures
- Dashboards
- MaxQueue Integration Module
- Notifications Design Module
- ActionMap! (Linear Viewer)
- Telematics Module
- MobileFocus (for unlimited handheld devices)
- Crystal Reports Server 2008 (single processor)

Additional Available Modules / Services (not included in proposal):

Motor Pool Management

Motor Pool Reservations

Motor Pool Automation (per site)

Yard Management

Illustrated Parts Catalog Integration

Integration Modules:

NAPA TAMS Integration

Networkfleet GPS Integration

Zonar Systems Inspection Integration

Zonar Systems GPS Integration

Trapeze Ops Integration

Trapeze ITS Integration

Lincoln Industrial Fluids Management Integration

FuelFocus (Automated Fuel Management)



AssetWORKS

Vehicle Data Collector

Hosting Services

Illustrated Parts Catalog Hosting & Setup Services



ATTACHMENTS

- AssetWorks FASuite Integration (MaxQueue) document
- PATH Demo Guide Powerpoint presentation





FASuite

FLEETFOCUS | RAILFOCUS | LINEARFOCUS | EQUIPMENTFOCUS | FUELFOCUS

Presented To

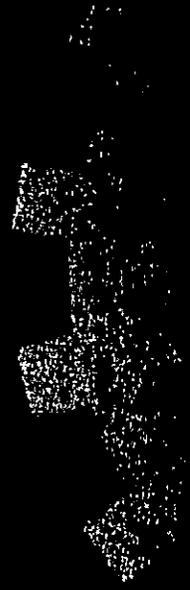
Port Authority Trans Hudson Corporation
Port Authority of New York & New Jersey

February 11, 2011

AssetWORKS
A TRAPEZE GROUP COMPANY



Introduction



AssetWORKS

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CONSTELLATION
SOFTWARE
INC.

Corporate Overview

- 40 offices and 1,500 employees worldwide
- 6 major operating groups in over 25 vertical markets
- \$437 million in revenues (USD) (2009)
- 16,000+ customers in more than 30 countries
- Industry leading customer retention rates
- Publicly traded (TSX: CSU)
- www.csisoftware.com

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AssetWORKS

FLEETFOCUS | RAILFOCUS | LINEARFOCUS | EQUIPMENTFOCUS | FUELFOCUS

- ⚙️ Subsidiary of Trapeze Group
- ⚙️ Headquarters – Wayne (PA)
- ⚙️ Offices in La Jolla (CA), Pittsburgh (PA), San Antonio (TX), Spokane (WA) and Leeds (UK)
- ⚙️ The market leader in Transit Enterprise Asset Management (EAM) Software, including Rail Rolling Stock, Rail Infrastructure (Linear Assets) Fleet and Facilities/ Stationary Assets
 - ⚙️ Over 500 satisfied EAM system customers
 - ⚙️ Managing More than 10,000,000 Equipment Assets
 - ⚙️ 85 Transit / Commuter Rail customers

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Public Transportation Customers

- Alaska**
Anchorage People Mover
- Alabama**
University of Alabama Transit
- Arizona**
CatTran-University of Arizona Transit
Sun Tran Transit*
- California**
Antelope Valley Transit Authority (AVTA)*
City of Culver City
City of Fairfield Transit
City of LaVerne Transit
Culver City Bus
Fresno Area Express
Metrolink/ Southern California Regional Rail Authority (SCRRA)
Modesto Area Express (MAX)
Monterey-Salinas Transit (MST)*
MV Transportation
Placer County Transit
Santa Barbara MTD
Santa Monica's Big Blue Bus*
Sonoma County Transit
TART-Tahoe Area Regional Transit
Torrance Transit
UCLA Transit
- Colorado**
Visalia City Coach
Denver RTD
Transfort- City Fort Collins Transit
University of Colorado Transit
(The Stampede & Buff Bus)
- Connecticut**
University of Connecticut Transportation Services (UTS)
- Delaware**
Delaware Transit Corporation (DART First State)
- Florida**
HART Hillsborough Area Regional Transit
LYNX, Central Florida Regional Transportation Authority
- Georgia**
MARTA Metropolitan Atlanta Rapid Transit Authority*
- Iowa**
Cedar Rapids Transit
DART Des Moines Area Transit Authority
- Illinois**
Chicago Transit Authority (CTA)
Kansas
City of Lawrence Transit
Kentucky
GO BG Transit/ Community Action of Southern Kentucky
Massachusetts
Alternate Concepts, Inc
Martha's Vineyard Regional Transit Authority (MVRTA)*
Massachusetts Bay Commuter Rail (MBCR)*
Massachusetts Bay Transportation Authority (MBTA)
Pioneer Valley Transit Authority (PVTA)
University of Massachusetts (UMASS) Transit*
- Michigan**
SMART Suburban Mobility Authority for Regional Transportation
- Missouri**
Metro St. Louis (Bi-State)*
- North Carolina**
Choanoke Public Transportation Authority
Fayetteville Area System of Transit (FAST)
Goldsboro-Wayne Transportation Authority
Stanly County Umbrella Service Agency (SCUSA) Transportation
Triangle Transit Authority (TTA)
- New Jersey**
Coach USA
Hudson Transit Lines
New Jersey Transit Corporation (NJT)
Rockland Coaches
- New Mexico**
ABQ Ride-City of Albuquerque Transit
- New York**
Rochester Genesee Regional Transportation Authority (RGRTA)
- Ohio**
Stark Area Regional Transit Authority (SARTA)
Toledo Area Regional Transit Authority (TARTA)
- Oklahoma**
METRO Transit - Central Oklahoma Transportation and Parking Authority (COPTA)
- Oregon**
Lane Transit District*
- Pennsylvania**
ATA Area Transportation Authority of North Central Pennsylvania, PA
Southeastern Pennsylvania Transportation Authority (SEPTA)*
- Puerto Rico**
Alternate Concepts/Tren Urbano Rail
- Tennessee**
Memphis Area Transit Auth (MATA)*
- Texas**
City of Grand Prairie Transit
Coach America
Greyhound Lines Inc.
Houston Metro Transit Authority
- Virginia**
Greater Roanoke Transit Company (Valley Metro)*
- Washington**
Clark County Public Transportation Benefit Area Authority (C-TRAN)
Community Transit of Snohomish County, Everett, WA
King County Metro (Department of Transportation)*
Metro Services, King County, Paratransit*
- Wisconsin**
City of Janesville Transit
- INTERNATIONAL**
Calgary Transit*
Brampton Transit
OC Transpo
Transit Windsor-City of Windsor Transit
City of Regina Transit
Saskatoon Transit Services
New Zealand Bus

* FuelFocus customers

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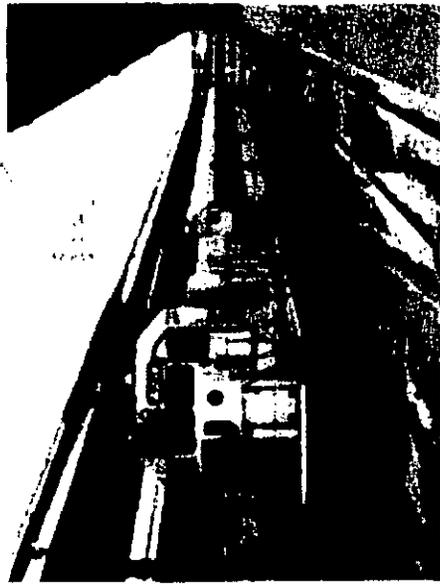
North American Rail Customers



MBCR



METROLINK



MARTA



Metro

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(Other) Large Scale Implementations



Pepsi Bottling Group

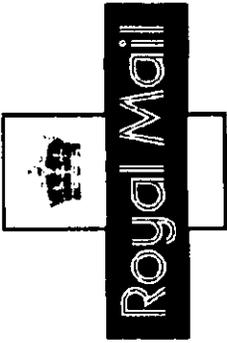
Homeland Security



Marines
The Few. The Proud.



Hertz



Royal Mail



Coach USA

FedEx
Freight



Holland



UPS Freight



Continental Airlines
UNITED



REIMER

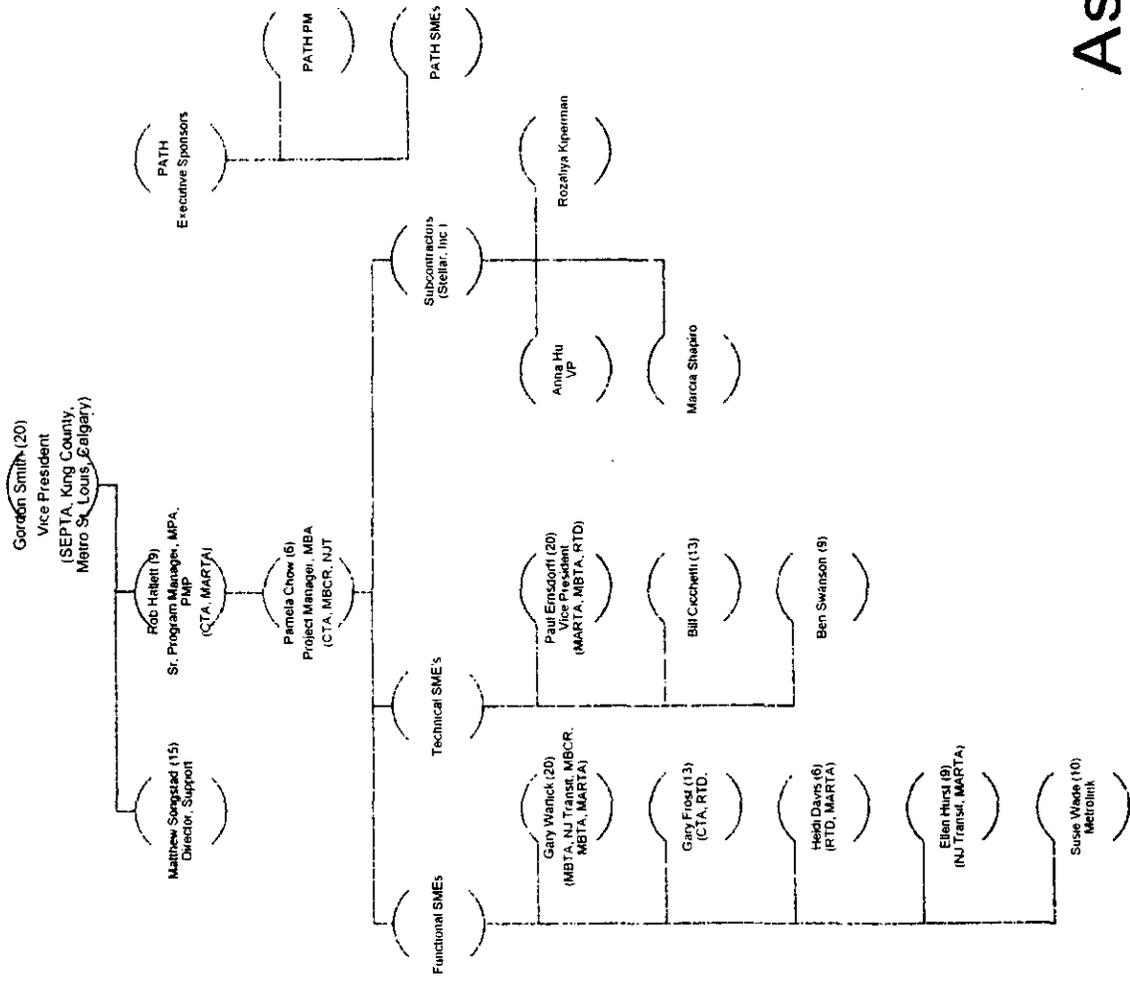
SCHNEIDER
NATIONAL



WASTE MANAGEMENT

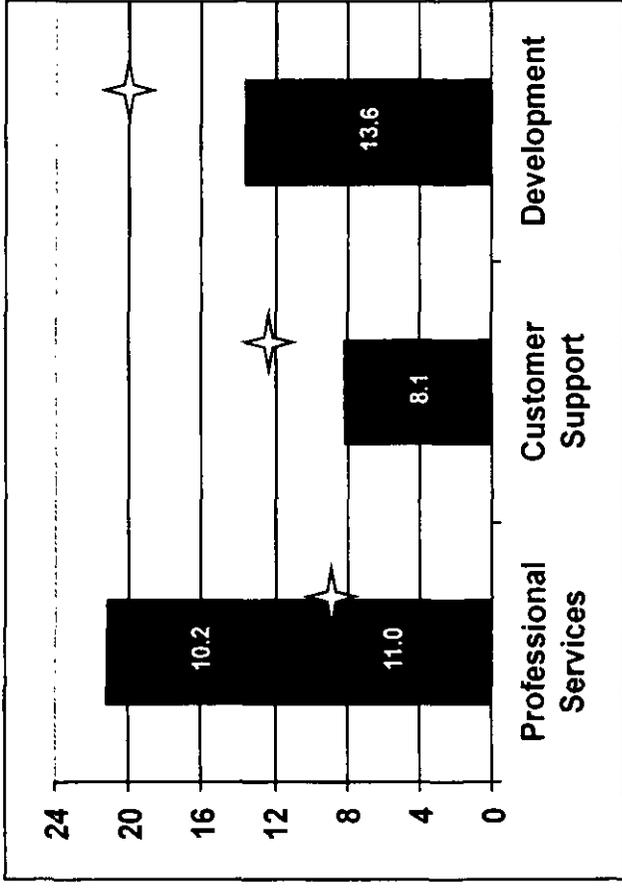
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Project Team



AssetWorks Staff Experience

- Relevant backgrounds
- Tenured and “well-tested”
- Dedicated
- Interested
- Stable Leadership
- Large Transit Experience



Overall Average w/ Industry = 10+ years

Overall Average w/ AssetWorks = 8.9 years

★ Business Unit Leader

Why AssetWorks?

PRODUCT

+ PEOPLE

=SUCCESS @ PATH

Q&A

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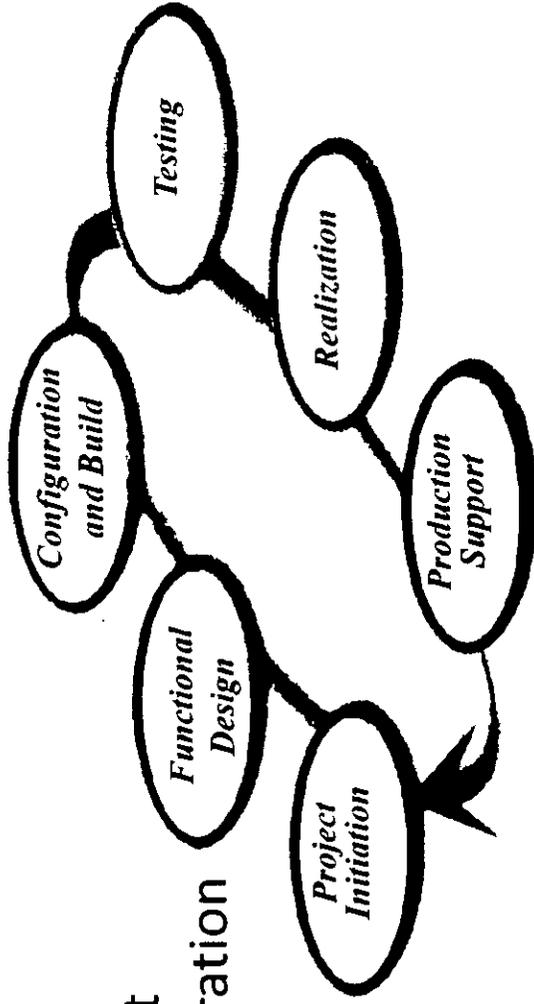
Project Schedule

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Successful Methodology

- ❁ Project Kickoff
- ❁ Application Installation
- ❁ Core Team Orientation
- ❁ Business Process Assessment
- ❁ Application Setup & Configuration
- ❁ Interface Development
- ❁ Data Conversion
- ❁ Pre-Production Testing
- ❁ User Training
- ❁ Production Data Conversion
- ❁ System Roll-Out
- ❁ Go Live On-site support



Critical Success Factors

- ❑ Sponsorship and ownership
- ❑ Involvement
- ❑ Communication
- ❑ Knowledge transfer
- ❑ Sharing information
- ❑ Simplification
- ❑ Acceptance of change
- ❑ Teamwork
- ❑ Common realistic expectations

Schedule

- ❖ **Resource Allocation:**
 - ❖ Staff project with team consisting of functional and technical resources from AssetWorks, Inc. and Stellar, Inc.
- ❖ **Task Sequencing:**
 - ❖ Execute some tasks in parallel to make the most of available time
 - ❖ Tightly coordinated with PATH to streamline review and approval processes.
- ❖ **Project Phasing:**
 - ❖ AssetWorks has proposed project phasing - Phase II of the Implementation Stage begins before Phase I ends.

Teamwork

❑ **AssetWorks and PATH will work together to mitigate risks that could impact the schedule such as:**

- ❑ resource availability
- ❑ decision-making/deliverable acceptance processes
- ❑ competing demands for shared resources
- ❑ policy/procedure changes requiring approval outside of the project team (i.e., Risk Management, HR, Accounting)

- ●

Project Management Controls

- Identify schedule conflicts early

- Propose possible alternatives to mitigate the conflicts:

- running additional tasks in parallel

- moving tasks to a subsequent phase

- eliminating the task from the plan

Product Overview & Demonstration

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What is FASuite?

Secure User-Friendly

Browser Interface

Easy to Deploy

Easy to Learn

Easy to Use

Role Based

Unlimited Users

The screenshot displays the AssetWORKS Center web interface. At the top, there is a navigation menu with options: Home, Menu, Supervision Portal, Shift Portal, Yard Mgmt, MP Res, Dashboard, Reports, Notifications, Scheduler, Query, and Admin. A notification in the top right corner states "You Have 4 Unread Messages".

The main content area is titled "City Shop Portal" and shows the "Current Working Location" as "CENTRAL EQUIPMENT SHOP". Below this, there are several data points and tables:

- Shop Activity: 0 Assigned to shift, 4 On work orders, 0 On indirect, 3 Pending part return requests.
- Employee Management: 0 Availability, 0 Spares, 0 Vehicles Required, 0 Vehicles Assigned, 0 Vehicles Unavailable.
- Location Work Orders: A table with columns "All Asset Types", "Wait For Equip", and "Work Finished".

All Asset Types	Wait For Equip	Work Finished
117	43	19
117	43	19
STATIONARY	0	0
INVENTORY REBUILDS	0	0

At the bottom, there are sections for "Equipment Management" (with a sub-section for "Manage Availability") and "Work Order Management". The "Equipment Management" section includes a field for "Enter Equipment ID or License Number or Asset Number or VIN" and a "Lookup Equipment" button. The "Work Order Management" section includes a "View Calendar" button and a "Review and Close" button.

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Out of the Box

- ❑ Equipment, serialized components and configuration management
 - ❑ Rolling Stock
 - ❑ Stationary
 - ❑ Linear
- ❑ Equipment status, availability & utilization
- ❑ Work Order Management
 - ❑ Repair
 - ❑ PM, Inspections
 - ❑ Component Rebuild
 - ❑ Campaigns
 - ❑ Multiple Jobs per Work Order
- ❑ Warranty Management
- ❑ Flexible Scheduling to support FRA PI's and other requirements
- ❑ Labor Management
- ❑ Integrated Inventory/Materials Management
- ❑ Integrated Purchasing functionality
- ❑ Incident Management
- ❑ Asset history, condition monitoring & reporting
- ❑ Test results, wheel measurements

AssetWORKS

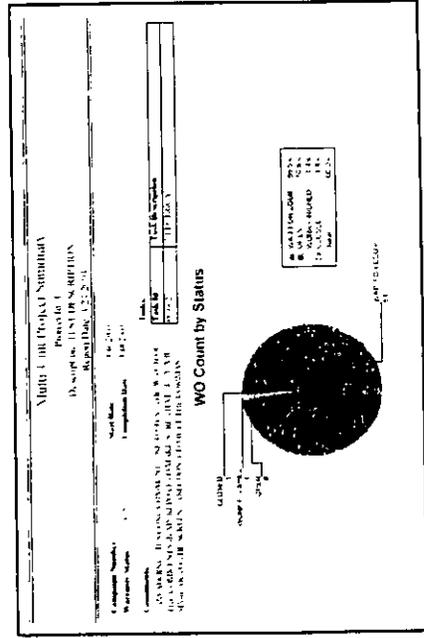
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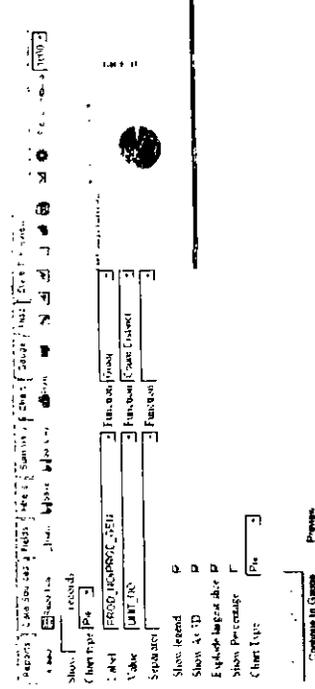
Report and Query Options

Business Objects crystal reports

- Internet Explorer based reporting
- 100+ standard reports designed in Crystal Reports
- Export to several formats (pdf, xls)
- Robust Scheduling Capability
- Distribute reports via email
- Save "Favorites"
- Modify ours or create your own using Crystal Reports & add directly to the menu



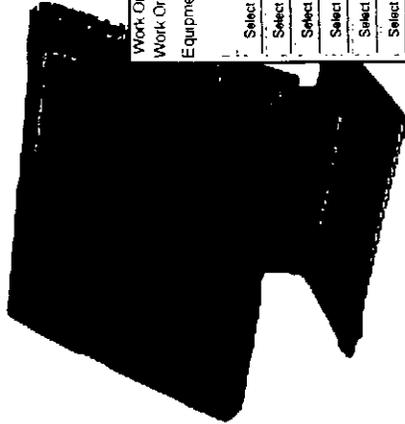
- ## Ad Hoc Reporting Module
- Wizard driven ad-hoc report development tool
 - Steps user through the process to build report
 - Reports against separate end-user database schema
 - User-friendly field names
 - Build simple graphs and list/summary reports
 - Save and share developed reports



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Bar Code and Touch Screens

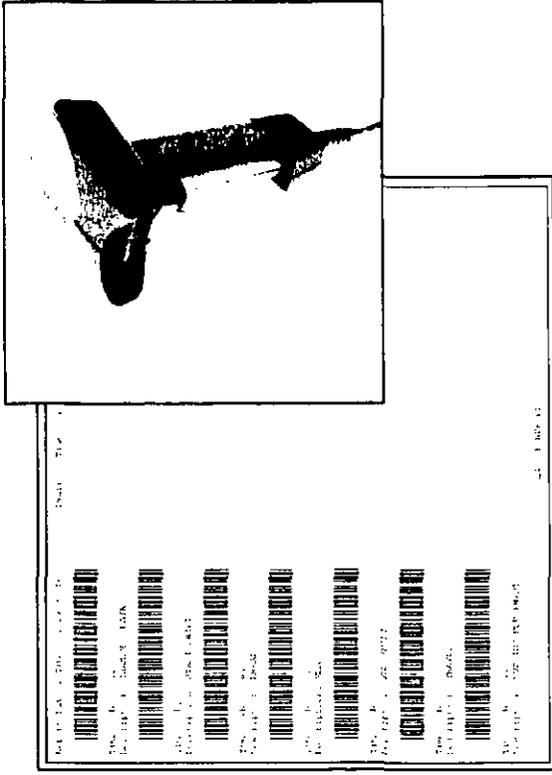
Application is fully barcode enabled, ensuring accurate and easy data entry.



Work Order Parts
 Work Order 001-20032441
 Equipment 00-7675

Select Part	Part	Quantity
Select Part	0242-10-1101 FILTER, FILTER AR	1
Select Part	082360 SPOOL, SPOOL - CABLE REEL	1
Select Part	1234-01-0100 GASKET, OIL PAN	1
Select Part	25100 ANTFREEZE, AF 50/50	5
Select Part	13AA00150 OIL, AUTOMATIC TRANSMISSION OIL 12	12
Select Part	13AA00050 OIL, TRACTOR FLUID	12

Actions
[Request Parts](#)
[Back](#)

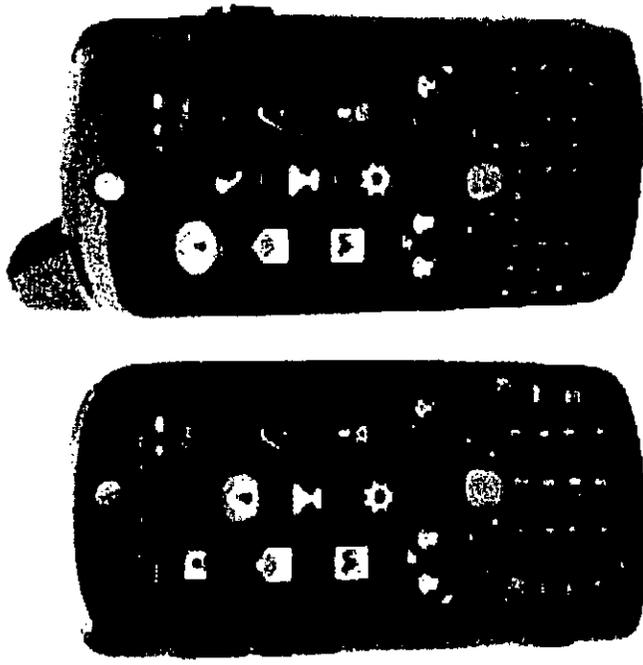


Rugged touch-screens simplify labor capture

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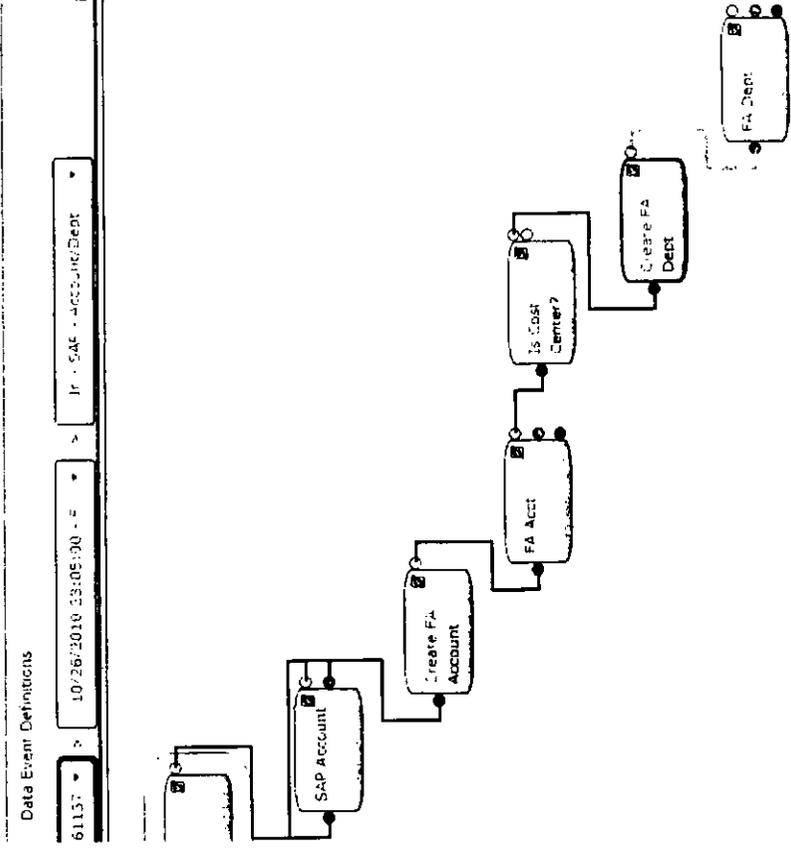
MobileFocus Handhelds

- ❁ Wireless, Windows Mobile
 - ❁ Option for integrated bar-code scanner
- ❁ Store and Forward capability
 - ❁ Supports off-line data capture
- ❁ Flexible, expandable, reliable hardware
- ❁ Reduces data entry time and improves timeliness of information
- ❁ Common work-flows
 - ❁ Work Orders
 - ❁ Labor Capture
 - ❁ Meter Readings
 - ❁ Part Issues
 - ❁ Physical Inventories
 - ❁ Indirect Time
- ❁ Linear Functionality
- ❁ Facility Functionality



MaxQueue

- ❁ Object-oriented extensible platform
- ❁ Serves several roles
 - ❁ Middleware
 - ❁ Workflow
 - ❁ Approvals routing
 - ❁ Notifications
- ❁ Configured with out-of-box adapters
- ❁ New adapters in any .NET language



FASuite

Home

User ID:

Password:

Login

Maintenance Announcements

Welcome to the Asset Maintenance Management Portal

- Updated commercial repairs XLS - If you use the Excel form to load commercial repairs please download the updated form (CmRepairsVv10.xls; [HERE](#))
- New Equipment Replacement Model Report - How available in your list of reports is an asset replacement analysis using the replacement analysis formula Please run this report and offer any feedback to Ron Stewart at 503-586-2730

Quick Links

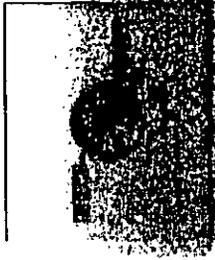
FA Site Customer Support
MAXIMUS Asset Solutions
IAFA Home Page
APTA Home Page
ATA Technology & Maintenance Council
ICUE Home Page

Motor Pool Reservations Portal
Motor Pool Settings

Fleet-At-A-Glance

Direct vs. Indirect Labor

INDIRECT
DIRECT



OpenWOByStatusAllLocs

WAITCOUNT
OPENCOUNT
FINISHCOUNT



1 2 3

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System Demonstration

Adaptability

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Maintenance

Assetwörks

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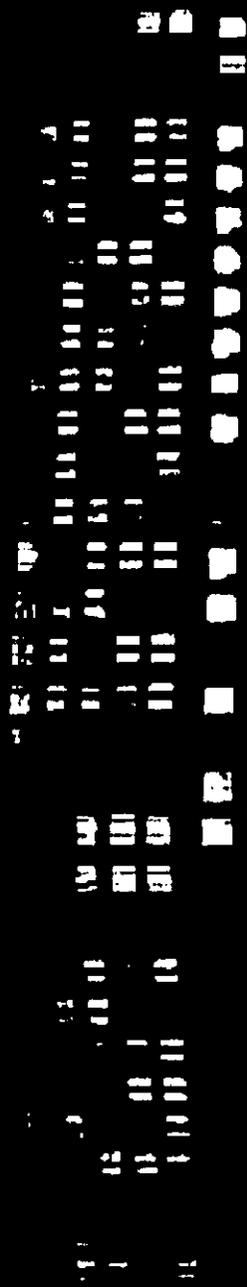
Warranty Support Stage

- ⚙ Standard Support
- ⚙ Capacity Management and Performance Monitoring
 - ⚙ Monitor performance and recommend actions
- ⚙ Change Management Administration
 - ⚙ Consult with PATH on new functionality and applicability to PATH's environment
 - ⚙ Communicate with PATH on release schedules

Warranty Support Stage

-
-
- **Coaching and User Assistance**
 - On-going refresher training
- **Business Resumption Planning**
 - Assist PATH's planning as it relates to FASuite

Transportation Asset Focused User Conference



•2010 – Phoenix, AZ

•2011 – Savannah, GA

•2012- West Coast

The 2011 AssetWorks Users Conference

Hyatt Regency, Savannah, Georgia

March 20 – 24, 2011

www.assetworks.com/conference

More transit clients than any other EAM!

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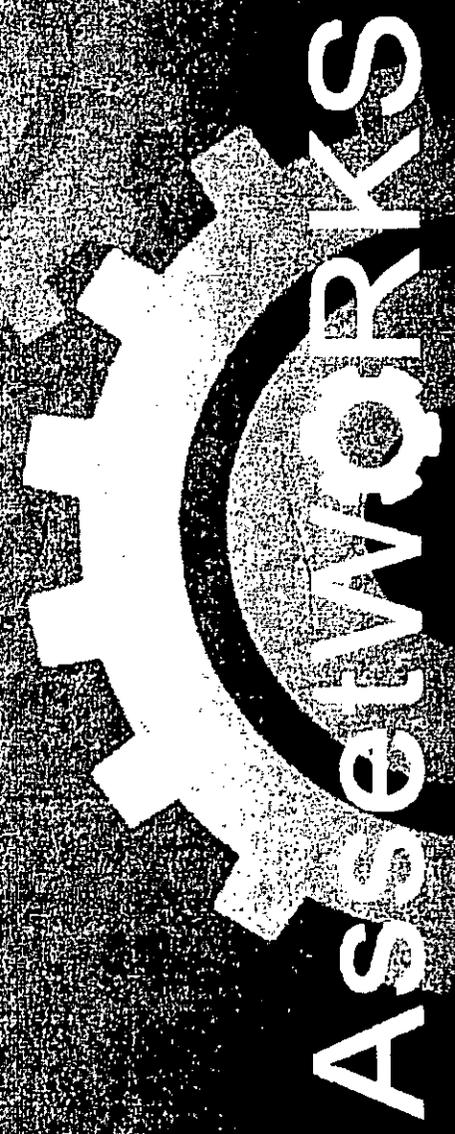
Summary

- We are the market leader in transportation asset maintenance management- over 500 Transportation Asset customers, and over 85 successful transit implementations
- Experience with large transit properties: many of the largest transits in North America. Rail experience second to none.
- *Proven Scalability*
 - *Our largest customer manager over 300,000 vehicles!*
 - *Our largest transit customer has more than 2000 users*
- Specific user interfaces for specific user organizations

RailFocus™ · **LinearFocus™** · **Equipment™**
F@cus

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THE UNIVERSITY OF
MICHIGAN
POLITICS AND GOVERNMENT
POLITICAL SCIENCE



- Configuration Environment
 - SAP is the system of record for all inventory purchases and charge-back distributions
 - FleetFocus is the system of record for all maintenance activities
- SAP to FleetFocus Integration Points
 - Part Inventory Catalogs
 - Part Inventory Stock Issues
 - Account Code Configuration
- FleetFocus to SAP Integration Points
 - Account Code Verification
 - JV Charge-backs

SAP to FleetFocus Integration Points

- Part Inventory Catalogs
 - Interfaces SAP Part Inventory into FleetFocus including on-hand quantity and cost
 - Configuration
 - Batch - Daily
- Part Inventory Stock Issues
 - Interfaces SAP Part Inventory issues into FleetFocus for work order costing
 - Configuration
 - Batch – Daily

SAP to FleetFocus Integration Points

- Account Code Configuration
 - Interfaces SAP Account structure into the FleetFocus Account for validation purposes.
 - FleetFocus Account used in the JV Charge-back interface
 - Account Structure includes:

<u>SAP Structure</u>	<u>Position</u>
Company Code	1 – 4
Business Area	5
GL Account No	6 – 11
Cost Center	12 – 17
Internal Order	18 – 26
WBS	27 – 40

- Configuration
 - Batch – Daily or On-demand

FleetFocus to SAP Integration Points

- Account Code Verification
 - Verifies association of FleetFocus Vehicle and Account as valid in SAP to reduce rejects during the JV Charge-back integration
 - Configuration
 - Batch – Daily or On-demand

- JV Charge-backs
 - Interfaces FleetFocus costs back into SAP G/L
 - Includes maintenance, operating and Motor Pool charges
 - Configuration
 - Batch – Monthly

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January 31, 2011

James Summerville
Port Authority of NY & NJ
One Madison Avenue, 7th Floor
New York, NY 10010

Dear Mr. Summerville:

In response to your letter dated January 25, 2011, please find our response to the questions below. We appreciate the Port Authority's evaluation of our proposal. One original copy of this letter and supporting materials will be delivered to you along with one CD.

#	PATH Questions/Comments/Requests	AssetWorks Response
1	<p>In several places in AssetWork's Statement of Work, AssetWorks wrote, "PATH is responsible for all deliverables not specifically included above." Please clarify such statement.</p> <p>Note that, with the exception of enhancements (if absolutely necessary), the RFP required a firm fixed price for a complete, integrated, installed, and maintained VMMS for the duration of the Agreement. The firm fixed price shall include but not be limited to all costs related to delivery, installation, labor, equipment, training, communication, insurance, administrative services, and travel and other expenses that AssetWorks would incur in the performance of the Scope of Work.</p> <p>Therefore, because AssetWorks would be responsible for delivering a complete solution, the Authority hereby requests the deletion of the statement noted above, wherever it appears AssetWork's proposal.</p> <p>However, if AssetWorks is concerned about any requirement or deliverable in the RFP, please provide your concerns and related questions in your response to this letter.</p>	AssetWorks will remove these references.



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2	<p>Demonstrate all functionality of the proposed system, especially in the context of the requirements outlined in RFP Section 12.5 (System Requirements). Demonstrate that your solution will be implemented without any customization or enhancements.</p>	<p>AssetWorks' product can be implemented without any customization or enhancements because our products are configurable out of the box to support varying workflows. We support configuration through numerous setup options, which control how the screens in the application work. For example, a checkbox on a setup screen will control whether a technician is required to "clock in" within our application prior to recording any work. If technicians clock in to another system, the PATH workflow would dictate that they not be forced to clock in to the AssetWorks application. AssetWorks consultants review client workflows in detail prior to making any recommendations for the numerous settings in the application, however it is through such settings that we can configure the application without the need for any programming or customization.</p> <p>AssetWorks will be prepared to demonstrate that our solution can be implemented without any customizations or enhancements at the demonstration scheduled for February 11, 2011.</p>
3	<p>This requirement was not fully completed. As specified in RFP (pg. 28), the Hardware Plan shall comply with the existing Authority technical infrastructure (as outlined in Attachment D of the RFP), the Proposer shall describe the optimal operating environment for the proposed solution. Please review this Section of the RFP again and submit a revised plan in your response to this letter.</p>	<p>AssetWorks understood the section on page 28 as requirements to be included in the Hardware Plan, which is a deliverable of the project (WBS B.3 Hardware Plan) and not something that would be included in the proposal.</p> <p>AssetWorks included a preliminary hardware configuration in our SOW, see page 23.</p> <p>In reviewing Attachment D of the RFP, AssetWorks does not have any concerns with PATH's standards. AssetWorks would like to clarify a few points, which can be reviewed in detail during the hardware planning activities:</p>



		<p>1. Section 14.11 Server Build: FASuite is not currently certified for 64-bit OS. At this time we comply with 32-bit Windows 2003 OS, however we anticipate certification for 64-bit OS in summer 2011 with a minor patch release.</p> <p>2. In Section 14.11 Server Build: Due to McAfee's scanning methodology we recommend excluding the application directories from the real-time scan and only have them subject to scheduled scans.</p> <p>3. Section 14.11 Server Build: MyODBC client is not required but the Oracle administrative client or SQL Server Management Studio is dependent on the choice of Oracle or Microsoft SQL Server as the Relational Database Management System.</p> <p>For sizing relative to PATH based on 2000 users, please see the attached hardware recommendations in the appendix.</p>
4	<p>Why are hosting services not included in your Proposal when they are included in Cost Proposal provided on January 13, 2011?</p>	<p>Temporary Hosting Services were included in our original proposal. We included temporary hosting as a way of expediting the project. Please see pages 15 and 19 of our proposal for pricing and descriptions.</p>
5	<p>Describe in detail how all modules (e.g., LinearFocus, EquipmentFocus, etc.) in your proposal will be implemented and identify the timeframe for such implementation.</p>	<p>Phase I of the implementation includes the implementation of the RailFocus module first in order for PATH to begin using it for the PA-5 rail cars. AssetWorks projected that RailFocus will be live within nine months of project kick-off (assuming June 1, 2011 start RailFocus will be live by March 31, 2012).</p> <p>Phase II includes the implementation of LinearFocus and EquipmentFocus, which will start four months after kick-off and be live twelve months after kick-off (May 31, 2012)</p> <p>Please refer to the project schedule which reflects timelines and overlap of activities.</p>



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6	Pricing shall be all-inclusive and firm for the term of the agreement. Confirm that AssetWorks Price Proposal is all-inclusive (i.e. it covers all costs, including expenses, related to providing and maintaining a complete solution).	AssetWorks pricing should be considered a firm and inclusive of all costs for the products included in our proposal and for the work plan documented in our Statement of Work.
7	Confirm that your solution includes an uncapped enterprise license.	AssetWorks has not provided an uncapped enterprise license. We have provided a license suitable for the assets documented in the RFP, consisting of 400 rail vehicles, 15 track miles, and other relevant assets at PATH. Please see pages 18 and 25 of our proposal.
8	Provide a list of the software release history by product for the last 3 years. The list should include the release number along with the features and functions of each release. In addition, provide a schedule with a list of any software releases by product planned for 2011.	<p>FASuite 6.3 - December 2010</p> <p>FASuite 6.2 - December 2009</p> <p>FASuite 6.1 – December 2008</p> <p>AssetWorks is including the release notes for each of the above releases which documents in detail the features and functions of each release. For each release, AssetWorks provides separate release notes for the base application and for optional web modules.</p> <p>Upcoming:</p> <p>FASuite 6.3 patches (as needed)</p> <p>FASuite 6.4 December 2011</p>
9	Assuming project commencement on June 1, 2011, provide the resumes of your team that will implement the project.	Please see resumes attached at end of this response.
10	<p>Does the application have the ability make multiple component/equipment/assembles movements from one hierarchy to another, for example, one car to another?</p> <p>For example, how does your software perform multiple serial component movement from a vehicle to a repair shop? Demonstrate the ease of dismantling the assemblies if used and the reassembly of the components to be moved back to the vehicle.</p>	<p>Yes, the application does have the ability to make multiple component/equipment/assembly movements from one hierarchy to another.</p> <p>Asset component relationships may be updated in two ways. Both ways support automatic redefinition of entire sub-hierarchies of assets (i.e. update of a rail truck's relationship automatically carries with it updates to all wheelsets, traction motors, etc. associated with the truck).</p>



		<p>Manually, parent/child relationships may be altered on the Component Relationship screen. This process is manual and allows subassemblies/tree branches to be reassigned immediately.</p> <p>If/when component assets are related to serialized parts (for ease of ordering and interaction with storeroom/rebuild processes), then any parts actions related to serialized components have immediate and automatic effect on the component relationships.</p> <p>Example workflow:</p> <ol style="list-style-type: none"> 1. Railcar R1000 has two trucks as child assets: T901 and T902 2. Truck T901 has several child assets/assemblies of its own 3. Truck T910 is rebuilt and in inventory 4. Storekeeper performs a parts issue for part type "truck" - system alerts storekeeper that it is serialized and that SNs will be required for installed and removed truck 5. Storekeeper indicates that T901 is removed; T910 is installed 6. T910 and its children are automatically linked to R1000 7. T901 and its children are automatically placed into inventory in status "awaiting rebuild"
11	<p>Does your application have the ability to track and manage software version configurations? Explain and demonstrate how your software can manage hardware and software configuration on a vehicle and how it handles version control on all of the software and components.</p>	<p>Software and firmware versions are tracked as "additional data" on the Asset Subsystems & Parts screen.</p> <p>The Multi-Unit Project capability of FASuite (used for campaigns, recalls, projects, etc.) is able to find all assets with a given software/firmware version, link them to a project/work plan, and track completion of the upgrade process.</p>



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12	Does your application have the FRA inspections pre-built?	FRA inspections are not pre-loaded into FASuite. However, the product supports FRA inspection schedules out of the box.
13	Does your application have the ability to run past calendars of preventative maintenance and the ability to shift items within a calendar for scheduling?	<p>Yes - FASuite's Scheduling Calendar assists the maintenance planner in the following ways:</p> <ol style="list-style-type: none"> 1. Easily view/review all upcoming scheduled maintenance events (preventive, predictive, statutory); 2. Place planned scheduled events onto a planning calendar by day and/or technician/inspector in order to ensure optimal work levels and resource optimization; 3. Make changes to scheduled maintenance appointments based on changing conditions; 4. Perform after-the-fact comparisons of scheduled appointments and actual work performed.
14	What system audit trails and management reports are available?	<p>From an audit trail perspective, every action performed in the system - data addition, changes, deletes - is logged in a central Activity Log for later review and analysis. This log contains: the datetime of the event, the userid who performed the event, the screen/form on which the event occurred, and the data involved in the event.</p> <p>Over 170 reports are included in FASuite's out-of-the-box reporting offering, the majority of which contain management-level content and analysis tools.</p>
15	Does your application have warranty and material credits processing interface to SAP?	AssetWorks has listed our suggested interface development for SAP in the SOW which includes material credits processing transactions. AssetWorks did not include an interface for warranty processing in our proposal. Providing warranty settlement amounts to SAP is a relatively straightforward interface to develop.



		AssetWorks would follow the methodology described on page 34 of the SOW to develop these interfaces to SAP and can provide updated pricing to incorporate this into our proposal upon request.
16	Does your application allow for concurrent logins into the application? What are the possible password configurations are available?	<p>FASuite is scalable and can support an unlimited number of concurrent users. Although not typical, a single user can be logged in concurrently from multiple workstations. An individual user is able to have multiple screens open at one time from a workstation.</p> <p>FASuite contains options and settings that allow for several formats/restrictions to password construction, including:</p> <ul style="list-style-type: none"> - Password may not match user ID (optional) - Allow/disallow mixed case passwords - Require/do not require combination of letters and numbers - Require at least one "special" character (customer-defined list of "allowed" special characters) - Password must start with: a letter, a number, or a special character - Password must end with: a letter, a number, or a special character - User passwords must be changed every X days - Password changes may not be repeated more than X often <p>Additional security-based options:</p> <ul style="list-style-type: none"> - User account locked after X days of inactivity - Disable account after X incorrect login attempts - Block access from IP address after X incorrect login attempts - Disconnect idle users after X minutes of inactivity
17	How flexible is the application security roles?	FASuite user security is based on assignment to overlapping, role- or security scheme-based user groups. A given user's



		<p>access is the sum of access granted in the groups to which he/she belongs, and the sum of restrictions imposed in the groups to which he/she belongs.</p> <p>Security can control:</p> <ul style="list-style-type: none"> - What screens/forms/tabs the user can see - What actions are allowed on those screens (insert, update, copy, delete) - What fields on any given screen are visible and/or editable - Which locations are valid for data viewing/updating (i.e. can only see assets assigned to location X) - Which departments are valid for data viewing/updating (i.e. can only update work orders created for department X) - Which reports are available to run - Which data sources are available for ad-hoc query creation <p>FASuite may be configured to accept network login information directly from the client PC, allowing for single sign-on access to the system.</p>
18	Clarify the difference in services between maintenance base and option 1 and option 2	There are no differences in services across maintenance periods. Please see page 19 of our proposal.
19	Does Assetworks provide a time-and-labor interface to SAP? If not, how useful is this Real-Time Labor functionality with imported data?	<p>AssetWorks did not include provisions for a time and labor interface to SAP in our proposal.</p> <p>AssetWorks can provide a time and labor interface to SAP to meet specific PATH needs. AssetWorks can pass timestamp information for Clock-in/Clock-out and Job-in/Job-out transactions or can pass total elapsed time for both scenarios. We would need to discuss the business need and design accordingly. AssetWorks captures and stores the information needed, it is just a matter of the defining how the information will be used in SAP to determine the design.</p>



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		Regardless of whether Real Time Labor is passed to SAP, the usefulness of this feature is in the ability to manage shop productivity and gain an understanding of time standards for work performed throughout the organization.
20	Is LinearFocus included in your cost proposal, or is it considered a separate application?	Yes, LinearFocus is included. Please see page 21 of our proposal for a list of products included (and not included) in our proposal.
21	Please provide cost estimates for upgrades.	Upgrades are included in the cost of ongoing software maintenance.
22	What type of SAP integration have you provided for your current customers?	<p>AssetWorks has completed numerous integrations with SAP including the following:</p> <ul style="list-style-type: none"> FASUITE PURCHASING TO SAP SAP RECEIPTS to FASUITE FASUITE TO SAP COMMERCIAL COSTS FASUITE USAGE TICKETS TO SAP FASUITE CREDIT CARD PURCHASE PARTS TO SAP SAP TO FASUITE SALES TAX RATE SAP TO FASUITE LOCATION LABOR RATE FASUITE TO SAP PART ISSUES SAP TO FASUITE DAILY RATE SAP TO FASUITE FUEL RATE FASUITE TO SAP WARRANTY CLAIM FASUITE REQUISITIONS TO SAP SAP TO FASUITE VENDOR SAP TO FASUITE ACCOUNT COST OBJECT INTERFACE SAP PO TO FASUITE INTERFACE FASUITE RECEIPTS TO SAP FASUITE LABOR TO SAP SAP EMPLOYEES TO FASUITE USER AND OPERATORS FASUITE REGISTRATION CHARGES TO SAP FASUITE PART REBUILD COST TO SAP FASUITE PART ADJUSTMENT TO SAP



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23	<p>How are all inspections (e.g. daily, 92-day and 3-year air) tracked and what mechanism is used to alert pending and overdue inspections? How are vehicle histories viewed and/or printed. How is car cleaning entered and do you have the ability to batch feed?</p>	<p>All scheduled maintenance events - inspections, preventive maintenance, predictive maintenance/repair, etc. - are defined at the asset class and/or asset level. Any combination of calendar days, primary meter (miles), secondary meter (hours), or fuel consumed may be used to establish "due" triggers (e.g. every 4 months or whichever comes first: 500 operating hours or 750 gal of fuel consumed).</p> <p>Inspections coming due are visible through the maintenance planner/supervisor portal in list form, via our automated notifications and scheduled report runs features, and/or whenever a repair work order is created (e.g. creating a defect-related work order, user is notified "this unit is due for 92-day inspection in 2 days").</p> <p>Vehicle history - categorized by type of repair/service performed and date performed - is accessible at any time through the maintenance portals or through out-of-box reporting options. All history of maintenance activities performed for a given asset/component (i.e. labor performed, parts issued, commercial repairs performed) is stored in the database, available for reporting, viewing, and printing, for as long as the asset is stored in the database (including beyond service life).</p> <p>Car cleaning is typically tracked as an "other fee" or "quick repair" action, and is supported through batch/automated fuel integrations.</p>
24	<p>How are work orders opened, closed and tracked?</p>	<p>Work orders may be created automatically (in the case of scheduled maintenance events) or manually (for as-needed repairs and defect management).</p> <p>For scheduled maintenance/service events, the maintenance planner reviews a list of</p>



	<p>"soon due" events, selects which are to be moved to the "planning" phase and the system will automatically create work orders for those events. These "WAIT FOR EQUIP" work orders allow the planner to order parts and schedule resources for the events. Optionally, the system may be configured to automatically create planning work orders whenever a <i>scheduled service comes within a preconfigured "planning horizon"</i>.</p> <p>For defect management, maintenance supervisors may review a list of asset- or component-related defects and their relative priorities, and then turn the defect reports into new work orders.</p> <p>For as-needed repairs, the maintenance planner (or technician/inspector, based on access rights) enters the asset number into the portal, is shown a list of all <i>pending/open/finished review work orders</i> for the asset, and may select "New WO". The new work order form appears - on this form is also included any late or soon-due services for the asset (or any of its child components) as well as a list of all <i>pending defects/service requests</i> for the asset. When building the work order, the user is able to <i>(but not required to) add these scheduled services/defects/service requests</i> to the currently-created work order for handling.</p> <p>Work is typically assigned to technicians/inspectors/crews who in turn use portals to perform actions on the work orders (record labor, request parts, etc.) and finally to mark the work order as "FINISHED". After a brief review to ensure that all data is valid on the work order, the finished work order goes into a management review queue for higher-level review and <i>after-the-fact data entry</i> (e.g. vendor invoice entry). When the appropriate manager approves the finished</p>
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		work order, its status moves to "CLOSED" and is locked.
25	Your proposal seems to emphasize the need to modify certain business practices by the Authority/PATH to ensure a successful project. Please clarify this emphasis. Also, how much does the Authority/PATH need to change or to do for AssetWorks to configure its software to meet the RFP's requirements.	The intent of that portion of the proposal is to communicate a need to understand and possibly change the business practices at PATH to take full advantage of the system. At this time, it is unknown what, if anything, needs to change. Understanding the business practices specific to PATH is integral to the implementation. The assessment provides input into system configuration, interface design, and training preparation. It is a large part of making sure that the application is addressing the ultimate business goals of PATH. The assessment adds context to the individual RFP requirements.
26	Clarify whether your proposal includes updates as part of the ongoing maintenance?	Yes, our proposal includes updates to the software as part of the ongoing maintenance.
27	Describe your scope of work for SAP integration.	In terms of scope, AssetWorks will provide services to design, build, unit test, integration test (in PATH's environment) and install the SAP interfaces. Phase I includes a materials management interface to keep the FASuite inventory quantity and value in synch with SAP (system of record). Phase II will provide the interfaces listed in the table on page 48 of the SOW.
28	Address (or elaborate on) the use and integration of Kiosks, handhelds, optical-scanning in your solution.	FASuite is fully bar code and touch screen enabled. We support optical scanning of part numbers, equipment id, employee and other information using a wedge scanner or mobile device. We support bar code printing as well for parts receipt, component rebuild, inventory bin labels and other. Kiosks can be integrated into shops if desired. AssetWorks does resell kiosks and bar code hardware. More information about hardware was provided in our proposal in the Minimum Hardware Recommendations in the Appendix



29	Provide details on SAP integration at the Port Authority and provide relevant references.	<p>In the Appendix of this response, AssetWorks is including a PowerPoint file that details the interfaces as they were developed for the Central Automotive Division.</p> <p>The appropriate contact is:</p> <p>Jeff Trilling, Central Automotive Division Email: jtrillin@panynj.gov Tel: (201) 216-2364</p>
30	Describe and demonstrate in detail how the interfaces functions will work.	<p>The exact details of how interfaces will function are to be determined during the design phase for each interface. For the purpose of our proposal, we have provided a high level overview starting on page 33 of our SOW.</p> <p>Business need will determine the data to be passed and the timing (real-time, batch) and the communication mode (webservice, staging table, ftp) of the data. Each interface design will be documented with a specification document to be mutually agreed by AssetWorks and the Port Authority</p>
31	Include bullets for interface testing by Port Authority.	<p>PATH and AssetWorks will test interfaces jointly. During the design phase, AssetWorks and PATH will document the use cases for end to end testing once the interfaces are delivered.</p>
32	What is FASuite? How does it interface between SAP and AssetWorks core system?	<p>FASuite is the product name for the AssetWorks core system. Please see page 33 of our SOW for an overview of interfaces with SAP.</p>
33	There are numerous references to "AssetWorks specified standard format.". Information exchanged between SAP and FASuite will be in a mutually agreed upon format by Port Authority and AssetWorks. What are the data/dataset specifics known by AssetWorks?	<p>Correct, AssetWorks and PATH will define the data and the formats of each during the interface design phase. If there are incompatibilities in format, we will take steps to build transformation rules into the interface design so that data will successfully process for both systems.</p>
34	What is the rationale of segregating maintenance materials from PATH's stock keeping units?	<p>The purpose of segregating the PATH maintenance material SKU's in SAP is to allow FASuite to determine the request</p>



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		status for only materials that are managed in FASuite.
35	<p>AssetWorks wrote, "If the requested item does not yet exist in SAP, TSP will create the item in the item master table in SAP, if required."</p> <p>Note that the Project Team will follow existing Authority standard procedures for creating new master records. Please clarify your statement, then.</p>	This statement was intended to indicate that parts could be dynamically created via the interface to facilitate the business processes. If that is not an acceptable approach at PATH, we can define what steps are necessary (either by business process or by technical design) to ensure the Authority's standard procedures are followed.
36	<p>There are numerous references to 'services' by either the TSP or AssetWorks. Define in detail the services that the TSP is expected to provide? What are the services that AssetWorks will provide?</p>	The services referred to here include interface design, build, test, and installation services. AssetWorks provides all services that interact directly with FASuite. The TSP is expected to provide all services that interact directly with SAP.
37	<p>Why would AssetWorks require an order be 'physically' handed to a Technician?</p>	This statement refers to the process of requesting and issuing a part, both as a transaction in the system and that act of physically delivering the part to a technician at the storeroom counter. AssetWorks can delete this reference if it is confusing the matter.
38	<p>AssetWorks wrote, "PATH will use one of the rate structures within FASuite's hierarchy of labor rates to calculate labor costs."</p> <p>Note the rate structures used within FASuite will be subject to review and approval by PATH. Please clarify your statement, then.</p>	Agreed, rate will be defined by PATH. The rate structures referred to relate to whether PATH will have a system-wide labor rate, standard labor rate for a location, standard rate for a department or rates applied at the employee level. This is a definition that will be made during the system configuration tasks. In all cases, PATH will define and maintain what the actual rates are in the system.
39	<p>Pertaining to the last paragraph on page 37, which continues on page 38, note that all account and identity information will be in the Port Authority specified format. Please clarify your statement, then.</p>	Correct, AssetWorks and PATH will define the data and the formats of each during the interface design phase. If there are incompatibilities in format, we will take steps to build transformation rules into the interface design so that data will successfully process for both systems.



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40	Regarding such interface assumptions, note that AssetWorks will request specific information from the Authority's SAP System, which shall be subject to review and approval by the Authority. The Authority will not necessarily store FASuite data in SAP or on purchase requests. AssetWorks is expected to work with the Authority and assume the nomenclature currently used by the Authority. Please clarify your statements, then.	All interface designs will be approved by PATH prior to starting the build of each interface, which should address any concerns about prior approval accessing data from SAP. AssetWorks will work with PATH regarding nomenclature used by the Authority
41	Note that the need for Fixed Asset Interfaces or data will be confirmed by the Authority. Please clarify your statements, then.	AssetWorks has not precluded an interface for Fixed Assets and can update our pricing if necessary.
42	What is DMRDS?	From page 74 of the RFP: PA-5 Diagnostic and Maintenance/Reliability Data System (DMRDS)
43	Note that the reference to PATH providing data in real time will be confirmed by PATH. Please clarify your statement, then.	Correct, AssetWorks and PATH will define the timing of interfaces (real time, batch, etc.) together during the design phase of interface development
44	What is the purpose of the 3rd paragraph under the flowchart?	As with all interfaces, PATH will develop the code to extract from/import into the noted systems to/from the handoff with the AssetWorks system. The handoff can be a file, staging table entry, other queuing mechanism, etc. This paragraph is explaining that there will be no direct database link between the two systems. It also explains that the intended scope of the interface does not include passing equipment master information, just the data necessary to create a work order
45	What is IETM?	IETM is a stand-alone kiosk (PC-based touch screen) already in place at PATH (see RFP Addendum 2) for referencing repair, maintenance, parts manuals and documentation, which is a PC-based touch screen.
46	What is the purpose of the InfoCenter Home page and how will it be used? What work or information would be conducted through/via a portal? (AssetWorks should not assume that	The AssetWorks portal (including the InfoCenter Home page) is a browser-based, configurable platform from which authorized users may access data and



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<p>IETM can be loaded on workstations without approval by the Authority.)</p>	<p>processes related to their work performance. Users may be granted access to AssetWorks-created portals and content (e.g. Work Order Portal, Storekeeper Portal, Reports, Dashboards, etc.) as well as PATH-created content (custom HTML, links to document management, etc.). AssetWorks will work with PATH to determine portal content.</p> <p>Typically the portal is used to provide easy access to the data and processes needed to perform your work. For example, <i>maintenance planners would access the portal to create, assign, and review work orders and to view dashboards and reports related to vehicle maintenance.</i></p> <p>AssetWorks makes no assumptions about IETM other than PATH has already approved its use at the Authority. IETM is not an AssetWorks product but was listed <i>in the requirements by PATH. AssetWorks is proposing a hyperlink from within the AssetWorks product to PATH's IETM system for ease of use. AssetWorks is willing to strike this from the proposal if PATH removes it as a requirement.</i></p>
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APPENDIX

Hardware Recommendations

Database Server - 2000 users. Recommend two machines in an Oracle RAC

The requirements for a database server depend primarily on the size of the FASuite database and the maximum number of concurrent users. Memory on the database server is a major factor affecting FASuite performance; AssetWorks recommends always allowing for future expandability. For a database server dedicated to FASuite, AssetWorks recommends:

Processors: 8 quad core

Hard Drives: SAN with 1.5TB total space. Internal drives for application installations at 500GB

RAM: 16 GB

OS: UNIX based with Oracle RDBMS

Application and Web Server (x2 to accommodate 250 users. Each 250 user increment should add two more web and application servers)

The requirements for the application server(s) depend primarily on the maximum number of concurrent FASuite users. AssetWorks recommends machines that meet the following specifications:

Processors: 2 quad core

Processor Speed: 2.0+ GHz

Hard Drives: 2 (RAID-1)

Size: 72 GB each

RAM: 4 GB

Reporting Server (1 full processor Crystal Reports Application Server for each 500 user increment)

The requirements for a web and reporting server depend primarily on the maximum number of concurrent FASuite users. AssetWorks recommends machines that meet the following specifications:

Processors: 4 quad core

Processor Speed: 2.0+ GHz

Hard Drives: 2 (RAID-1)

Size: 36.2 GB each

RAM: 4 GB

Interface Server (x1 for each 250 user increment)

The requirements for a server depend primarily on the interface processing load. AssetWorks recommends machines that meet the following specifications:

Processors: 4 duo or quad core

Processor Speed: 2.0+ GHz

Hard Drives: 2 (RAID-1)

Size: 36.2 GB each

RAM: 4 GB



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Release Notes – attached

Resumes - attached

Port Authority SAP Integration PowerPoint document – attached







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ROBERT R. HALLET, PMP

SENIOR PROGRAM MANAGER

Qualifications

Mr. Hallet is an adept at strategic planning, project management, and resource allocation throughout the project life cycle. Project and financial management experience offers turnkey, comprehensive management to cost-critical IT efforts. In depth experience with AssetWorks FleetFocus project management.

As a Senior Program Manager, Mr. Hallet has managed resources, schedules, risks/issues and quality of implementation deliverables for AssetWorks' FleetFocus customers.

Relevant Experience

MARTA, Atlanta, GA, Senior Program Manager- System Development

During his tenure with MARTA, Robert has worked in the capacity of Senior Program Manager assisting this large transit agency in:

- Completion of business process definition
- Functional and technical designs of interfaces, conversions, reports and enhancements
- Performing change management activities
- Managing system, unit and integration testing
- Developing training plans and materials

CTA- Chicago Transit Authority, Program Manager- System Development

- Program Manager for the FleetFocus project at the Chicago Transit Authority. Managed a multi-vendor team in a \$7 Million implementation of FleetFocus for all of the CTA's bus and rail (rolling stock) vehicles.
- NPV of \$15 Million based on business process improvement recommendations
- Mitigated several risk events, maintaining project profitability within corporate standards
- Defined business requirements and selected vendor for an online plan submittal and review pilot program for a large municipal client
- Managing business and technical requirements definition phase of capital project management application that will facilitate management of over \$5 Billion in roadway improvements
- Mentored and trained other SDI project managers, which resulted in:
 - Building knowledgebase of lessons learned for improved project delivery
 - Standardizing practices and project templates based on PMI best practices
 - Presenting staff development seminars in project management knowledge areas and tools

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Additional implementation customers include:

- Denver Regional Transportation District (RTD)
- Lockheed Martin
- Hillsborough Area Rapid Transit (HART)
- Des Moines Area Rapid Transit (DART)
- Massachusetts Bay Transit Authority (MBTA)

Education

Northwestern University, Chicago, Illinois

Information Systems Project Management Program

Northeastern University, Boston, Massachusetts

Master of Public Administration

Purdue University, West Lafayette, Indiana

Bachelor of Arts, Law and Society

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BRETT KOENIG PROJECT DIRECTOR

Qualifications

Brett Koenig has 10 years of professional experience, including 5 years implementing transportation asset management software solutions. He possesses a strong background in project management, transportation consulting, data conversion, technical writing and training.

Relevant Experience

Since joining AssetWorks, Mr. Koenig has worked on the following projects:

Florida Power & Light – Mr. Koenig worked as Project Director implementing FPL diverse operation with some 3800 vehicles and pieces of equipment maintained at 25 shops by 150+ technicians. FLP has been a FleetFocus customer since 2002 and is a heavy user of the Preventive Maintenance, Shop Scheduling and Dashboard functionality. Because of the vital service it provides, FPL relies on the accuracy of the information provided by FleetFocus

Denver RTD- Mr. Koenig worked as the Project Director for this large, phased implementation assisting the RTD in rolling out FASuite modules including RailFocus and LinearFocus. Tasked with bringing together multiple departments with divergent systems into a single, efficient business process, Mr. Koenig oversaw the development of integration specifications, legacy data migration and compliance with mandatory FTA practices and reporting requirements.

Monterey-Salinas Transit, Monterey, California – Mr. Koenig is the Project Director and technical lead for the FleetFocusFA implementation at MST. In this capacity he has been responsible for overseeing project status/budget as well as all setup and training related to the various technologies being implemented: MobileFocus handheld devices, FuelFocus automated fueling system, and Catbase illustrated parts catalog.

Santa Barbara Metropolitan Transit District, Santa Barbara, California – Mr. Koenig led the engagement to implement FleetFocusFA for SBMTD. He was responsible for planning new maintenance processes and all on-site training for the project. Mr. Koenig also led design efforts for interfaces to SBMTD's financial accounting system.

City of Oakland, California – Mr. Koenig is the Senior Project Manager and technical lead on the FA implementation for the City of Oakland. In May of 2005 the City of Oakland was the first AssetWorks customer to Go Live with the new FleetFocusFA Shop Activity web application. At the present time Mr. Koenig is working with AssetWorks Development Department to deliver a full ERP integration between FleetFocusFA and Oracle Financials (GL and Purchase Orders).

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U.S. Marine Corps:

Mr. Koenig has served as the primary consultant on the USMC fleet software account since its inception. To date Mr. Koenig has implemented the Fleet Management solution at 15 USMC bases across the nation. Mr. Koenig is actively involved in preparing for the final stage of the project: the USMC Pacific Rim implementation. Over the last three years, Mr. Koenig has been involved in all stages of this account from managing the pilot project to providing implementation and oversight assistance to each base in the areas of data conversion, workflow re-engineering, training, and Go Live support.

Other AssetWorks engagements include:

- United Airlines
- California Dept of Transportation
- Florida Power and Light
- Energy East
- Nevada Power
- Santa Barbara Transit District
- County of Alameda, CA
- County of Cobb, GA
- City of Modesto, CA
- University of Wyoming

Prior Experience Prior to joining AssetWorks, Mr. Koenig was an Associate with ICF Kaiser Consulting for five years (1995-1999). In this capacity, Mr. Koenig researched and evaluated the environmental impacts of public sector transportation projects. He analyzed data using various computer software packages, including geographic information system (GIS) mapping software, air quality modeling tools, and databases. For the U.S. Environmental Protection Agency he designed and developed customized spreadsheet and database applications including an environmental database for all 530 Indian reservations in the U.S. He authored user's guides and technical support documentation, training materials and numerous technical reports.

At the University of California at Davis, Mr. Koenig conducted research with several professors at the Institute of Transportation Studies. In this capacity, Mr. Koenig performed many aspects of social science research including survey design, database management, data analysis and technical writing. He analyzed the travel and air quality impacts of telecommuting and incident management strategies using computer modeling tools and statistical analysis techniques.

Professional History AssetWorks – *Project Manager*, Oakland, CA, May 1999 - Present

Education University of California, Davis
B.S., Environmental Policy Analysis & Planning (Transportation Emphasis), 1992

Publications "The Travel and Emissions Impacts of Telecommuting for the State of California Telecommuting Pilot Project", B. Koenig, D. Henderson and P. Mokhtarian, *Transportation Research C*, Vol. 4, No.1, February 1996.]

"Using Travel Diary Data to Estimate the Emissions Impacts of Transportation Strategies: The Puget Sound Telecommuting Demonstration Project", D. Henderson, B. Koenig, and P. Mokhtarian. *Journal of the Air and Waste Management Association*, Vol. 46, No. 1, January 1996.

PAUL ERNSDORFF**SENIOR TECHNICAL MANAGER**

Relevant & Related Experience

Mr. Ernsdorff has over 20 years experiences in Support, Development and Consultancy in IT projects and over 15 years experience in fleet management. Paul has experienced every level of the package development and customer support cycle from programming, to design and system analysis, to implementation specialist and consultancy.

As the lead architect for the FASuite solution, Paul is responsible for the overall *management and direction of the FleetFocus/FASuite application including:*

- Full lifecycle application development
- Designing, coding and debugging applications in various software languages.
- Software analysis, code analysis, requirements analysis, software review, identification of code metrics, system risk analysis, software reliability analysis
- Object-oriented Design and Analysis (OOA and OOD)
- Software modeling and simulation
- Front end graphical user interface design
- Performance tuning, improvement, balancing, usability, automation.
- Integrate software with third-party systems including ERP systems
- Evaluate and identify new technologies for implementation
- Maintain standards compliance
- Implement localization or globalization of software

Paul's broad professional background includes the following:

1999 - present Senior Technical Manager, AssetWorks

Since joining AssetWorks, Paul has been responsible for ensuring the successful forward progression of the FASuite Fleet management System.

Paul manages the enhancements and fixes for the FASuite application and plays an extensive role in formulating the future direction of the application as a whole.

1986 – 1999 Software Engineer/DBA Consultant, Peregrine Systems Inc.

Paul played an integral role in the design and implementation of the Web based design and release of this FMS solution using ASP and XML technology.

He has provided DBA consultancy, support and training to an extensive client base at Peregrine.

Designed and managed successful implementation of QA standards for IT projects.

During his time at Peregrine, Paul has designed, developed and implemented large number of IT projects.

Advised and implemented Disaster and Recovery strategies at customer sites and for Peregrine Systems.

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Technical Skills

Paul has a wealth of technical knowledge including the following platforms:

- ASPX
- CSharp
- XML
- Web development using ASP.
- JAVA
- HTML
- Visual Basic.
- SQL Server – DBA and development.
- Oracle – DBA and development.
- Ingres – DBA and development.
- C/C++
- OpenRoad
- Informix – DBA and development.
- Windows95, Windows NT, Windows 2000, Windows XP
- UNIX - HP and Solaris.

Additionally, Paul was the lead resource in the development of AssetWorks' middleware component, MAXQueue, which allows for seamless integration between two world-class, functionally targeted solutions – ERP (HR, GL, Purchasing, non-maintenance Inventory Control) and AssetWorks EAM (Asset Maintenance, Maintenance and Shop Management, Fuel Management, Preventative Maintenance tracking, Inventory, Incident Management, etc.) – resulting in a complete solution with no need for double-entry or custom interfaces...

Some highlights of integration experience:

CLIENT NAME	PROJECT TYPE	MODULES
Denver RTD	Implementation of FASuite	ERP Financial Integration, Documoto Integration
Chicago Transit Authority (CTA)	Implementation of FASuite	ERP Financial Integration
MARTA	Implementation of FASuite	ERP Financial Integration
State of Washington-GSA	Implementation of FASuite	Great Plains Integration
Massachusetts Bay Transit Authority	Implementation of FASuite	ERP Purchasing & Financial Integration

Education

Eastern Washington University,
Bachelor of Science: Electrical Engineering

Washington State University
Master of Science: Computer Science

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PERCY RUCKER TRAINER/IMPLEMENTATION SPECIALIST

Relevant & Related Experience

Mr. Rucker has over 20 years experience directing daily fleet operations and staff activities. He has played critical roles in conducting and implementing training programs and interacted with management to increase productivity and profitability of the fleet by applying strengths in cost control and inventory management. The recent year has been dedicated to fleet management system design, implementation and operation including support. Mr. Rucker extensive experience in fleet management, training, customer support, project management and implementation assistance with the FleetFocus™ systems, enables him to provide critical systems expertise to assist with systems planning and implementation activities for fleet management. His project experience includes:

- State of Virginia
- State of Tennessee
- State of Vermont
- State of Maine
- WE Energies
- Waste Management
- Fairfax County, VA
- SKE Support Services, Inc.
- Los Angeles County
- State of New Jersey
- Southern Company's
- City of Phoenix, Phoenix
- Clark County, Nevada

Some additional highlights of Mr. Rucker's of experience include:

City of Chicago- Implementation Specialist: Mr. Rucker worked to implement the City of Chicago including some 14,000 units and 15 locations. This implementation included workflow analysis and review from shop floor to fleet administration with recommendations for cost efficiency and improved operations. Due primarily to AssetWorks efforts, the City of Chicago was able to realize zero operational downtime and minimal maintenance downtime resulting from the FleetFocus implementation plan. Despite a significant union presence and bureaucratic obstacles common to any large city, Mr. Rucker and his FleetFocus Team brought the project in on time and in budget.

Southeastern Pennsylvania Transit Authority (SEPTA)- Implementation Specialist: Mr. Rucker played a key role in implementing Philadelphia's transit division, SEPTA, the nation's third largest city transit agency. This implementation included more than 12,000 buses, trolleys, vans, and other pieces of equipment as well as seven round-the-clock maintenance facilities located throughout the City. Mr. Rucker helped coordinated the data conversion time-table, roll out schedule and training for more than 300 employees. Mr. Rucker's success on the SEPTA project was a determining factor in the signing of the SEPTA Rail division with FleetFocus.

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Employment History

AssetWorks, Inc., Wayne, PA June 2002 - Present

Since joining AssetWorks, Mr. Rucker's project experience includes:

Support of customer re-definition of processes and re-engineering of policy and procedures; Participation in project planning and control; Conduct training of kick-off, key-user, application and roll-out training modules; Support for fleet 'go-live' activities of the FleetFocus systems.

Nashville Auto Diesel College, Nashville TN, Instructor/ Trainer/Technical Writer, August 1999-June 2002

Mr. Rucker was responsible for delivering technical material in classroom and during lab activities. Responsible for updating and writing current curriculum to insure that the newest technology is available to student. Directed students in proper procedures regarding safety, shop rules and conduct. Conducted training seminars on campus and at customer's location for public and private companies.

Vehicare Corporation, General Manager, Nashville TN, December 1998- August 1999

Mr. Rucker was responsible for daily operation of Nashville facility including leading seven technicians servicing over twenty customers. Maintained continuous customer contact to insure quality service, directed sales and administrative staff to maximize current business and meet revenue growth goals. Maximized profitability of operations by analyzing P&L, taking action to solve problems.

Ryder Transportation Services, Nashville TN, Service Support Leader, July, 1998

Mr. Rucker was promoted into this position to develop and implement annual training strategy for over 90 employees that was effective in improving operations and technical staff productivity. He ensured the effectiveness of training programs and program curriculum by conducting annual testing and analyzing results. Responsible for coordinating and scheduling vendor training insuring that employees training records were updated. Conducted comprehensive training for technicians and management on company's fleet management system. Led technical, customer service and regulatory compliance training regarding all aspects of the fleet maintenance facility.

Ryder Transportation Services, Branch Maintenance Manager, 1989-1997

Ryder Transportation Services, Shop Foreman, 1986-1989

Ryder Transportation Services, Technician, 1979-1986

Mr. Rucker was responsible for doing mechanical repairs on all type of equipment. He reached the level of ASE Certified Master Technician in 1986.

Education

Holmes Jr. College, A.A.S., General Studies

Nashville Auto Diesel College, Auto, Diesel Technician

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PAMELA CHOW

PROJECT MANAGER/IMPLEMENTATION SPECIALIST

*Brief Summary of
Experience*

Since joining AssetWorks in the fall of 2005, Ms. Chow has worked as a project manager & implementation specialist for a variety of implementations of FleetFocus™FA Suite. Ms. Chow came to AssetWorks with years of experience as a Fleet Analyst specializing in government fleets. Her invaluable experience allows Ms. Chow to be an effective and proactive Project Manager, Trainer and Subject Matter Expert (SME).

Connecticut Transit (CT Transit)

Ms. Chow works as both Project Manager and Subject Matter Expert (SME) for this recent implementation. She is tasked with providing Work Flow documentation to the transit agency to include parts integration and commercial vendor services.

Massachusetts Bay Commuter Rail (MBCR)

Project Manager- Ms. Chow worked as the Projected Manager for the implementation of FleetFocus™FA Suite including motor pool, InfoCenter, and Dashboards (KPIs) optional modules setup. Additionally, Ms. Chow assisted in writing the technical specifications for three (3) custom interfaces – including Consist Interface and Work Flow Planning documentation for consist updates from TRMS system as well as a separate interface to the customer's ERP financial system.

Rochester Genesee Regional Transportation Authority

Implementation Specialist- Ms. Chow is serving as the 'subject matter expert' assisting RGRTA with configuration and decision-making of FleetFocus™FA Suite for this large transit organization. Additionally she assisted in the design of the Incident Management, Vehicle Inventory, Vehicle Inspections (ACS), Human Resources (Highline) and Parts/Purchasing (Neopt) interfaces.

City of Cedar Rapids, IA

Project Manager- Ms. Chow worked as the Project Manager for the implementation of FleetFocus™FA Suite including InfoCenter, shop scheduling, planners' workbench, and MobileFocus implementations. Additionally, several custom interfaces will be created; including interfaces to the Oracle ERP system they are implementing.

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Massachusetts Bay Transportation Authority (MBTA)

Ms Chow worked as the Implementation Specialist for the InfoCenter pilot at MBTA including training and documentation services.

Chicago Transit Authority (CTA)

In 2010, Ms Chow worked as the Implementation Specialist and SME for the CyberShift employee work activity interface.

**Add'l Implementation/
Training Experience**

New Jersey Transit (NJT), Hertz, Denver RTD, USMC, United Airlines, Continental Airlines, Alliant Energy.

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HEIDI J. DAVIS
PROJECT MANAGER

Range of Experience

Since joining AssetWorks in the fall of 2005, Ms. Davis has worked as a project manager for a variety of implementations of FleetFocus/FA Suite. Ms. Davis came to AssetWorks with years of experience as a Fleet Analyst specializing in government fleets. Her invaluable experience allows Ms. Davis to be an effective and proactive project manager.

State of Washington, Dept of General Services

Project Manager- Ms. Davis worked as the Projected Manager for the implementation of FleetFocus™FA Suite including motor pool, InfoCenter, and shop scheduling optional modules setup. Additionally, Ms. Davis wrote the technical specifications for three (3) custom interfaces – including one to the customer's ERP financial system.

Des Moines Area Transit (DART)

Project Manager: Ms Davis implemented FleetFocus for the maintenance management of DART's fleet of 132 fixed route, 124 rideshare, and approximately 60 paratransit, oncall, and service vehicles. In addition, the transit uses FleetFocus for managing the building and grounds to schedule and record the maintenance of the bus shelters, bus stops, buildings and fixtures. DART also uses FleetFocus Enterprise Purchasing to maintain a \$760,000 parts inventory.

Denver Regional Transportation District (RTD)

Project Manager- Ms. Davis worked as the Project Manager for the implementation of FleetFocus™FA Suite including InfoCenter, shop scheduling, planners' workbench, and MobileFocus implementations. Additionally, several custom interfaces will be created; including interfaces to the Oracle ERP system they are implementing.

Metropolitan Atlanta Rapid Transportation Authority (MARTA)

Implementation Specialist- Ms. Davis is serving as the 'subject matter expert' assisting MARTA with configuration and decision-making of FleetFocus™FA Suite for this large urban transit organization.

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Professional Experience

Jefferson County Fleet Svs, Golden, CO

1998-2005

Fleet Analyst and Fleet Administrator for large and diverse fleet of vehicles and heavy equipment. Ms. Davis' responsibilities included: Life cycle cost analysis, Cost per mile analysis, Prepare and maintain annual budget, Implemented motor pool optional module, Maintained system and tailored to meet Jefferson County's operational needs.

Education

University of Colorado,

Bachelor of Arts

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GARY WARLICK
SENIOR PROJECT MANAGER

Range of Experience

Mr. Warlick has over 25 years experience in the transportation industry, 20 of which have been with AssetWorks, Inc. implementing our FleetFocus and FuelFocus applications. His broad range of client experience includes state and local governments, maintenance outsourcing companies, private transportation companies and utilities. Gary has always been an innovator who utilizes a controlled change process to continually produce quality results. Specific work experiences include:

Connecticut Transit (CT Transit)

Working as Subject Matter Expert (SME), Mr. Warlick is developing a Business Process Analysis and resulting in Work Flow Documentation for this 550+ bus fleet. His analysis will offer a full complement of procedures and milestones from high level administration to parts inventory to the shop floor.

New Jersey Transit Rail (NJT)

Mr. Warlick has been working in the capacity of Project Manager specifically for interfaces to assist in the development of integration points for SAP, Scantron, Arvis, GasBoy and other third-party systems.

County of Ulster, New York:

Responsible for implementing fleet of approximately 1000 assets centered in Kingston, New York with project details including:

- FleetFocus to SunGard/HTE financial interface
- Third-party fuel interface including import/validation of fleet credit card transactions
- Data Conversion from legacy system
- Implementation of MobileFocus handheld, wireless data capture

City of Hampton, VA:

- Responsible for the implementation and training of FuelFocus for this existing FleetFocus customer with project details including:
 - Customized integration of Lincoln Lube product dispensing system
 - Customized integration of GPS Telematics solution

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Add'l Project Management/ SME Experience

Cities, Counties & States

City of Seattle
City of Renton
City of Norwalk, CT
City of Hampton, VA
...and many more

Transit Agencies:

SARTA
MARTA
CTA (Chicago Transit)
MBTA (Mass. Bay Transit)
NJT
DART (Delaware Area)
ATA of North Central PA
RGRTA
MATA (Memphis)
MBCR (Rail)
VTA- Martha's Vineyard
Coach USA

Transportation Companies:

Wilson Trucking
Overnite Transportation
Allied Industries
American Freightways
ANR Advance Transp
Catawba Transportation
CRST, Inc.
Dayton Freight Lines
E&L Transport
KJ Transportation
Kleysen Transportation
Nationsway Transport
Preston Trucking
Watkins Motor Lines
Yellow Freight Lines

Public and Private Corporations:

Chemical Leaman
Hildrup - United Van Lines
Perdue Farms, Inc.
Griffin Management
Wetterau Foods, Inc.
Lucky Foods, Inc.
Archer Daniels Midland
Acme Markets
American Stores
Beatrice Foods
Certified Grocers of CA
Gateway Foods
Jewel Food Stores
Kimberly Clark
Northwest Airlines
Spartan Stores, Inc.
Stop and Shop
Wakefern Foods, Inc.

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 configure new functionality for the FleetFocus system.

Her experience in project management, implementation and support includes:

State of New Hampshire – Implementation Specialist	Melwood Training Center – Project Manager
State of Maine	New Castle County, Delaware
State of New Jersey – Assistant Project Manager	St. Johns River Water Management District, Florida
State of New Jersey, Radio Electronics – Project Manager	WE Energies, Wisconsin City of Ottawa, Canada
Dept of Public Works, Nassau County – Project Manager	NAPA Interface with the City of Chicago and Hillsborough County
PTS (Performance Transportation Services) City of Calgary	City of Colorado Springs, Colorado Fuel Interfaces for DeDOT, Delaware
Railpower Hybrid Technologies – Project Manager	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

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ERIC BAUER
SENIOR TRANSPORTATION CONSULTANT

Qualifications

Mr. Bauer has a total of 12 years of experience in information systems and specialized experience in providing enterprise solutions. Eric has been a valuable asset to FASuite Fleet Professional Services for the last ten years. During that time, he has been instrumental in projects such as Pepsi Bottling Group; Hertz Rent-A-Car, United Airlines; DriveTime, Boston Edison Company; Arizona Department of Transportation; Marathon Oil Company; Sandia National Laboratories; County of Arlington, VA. He has managed design, development, and release of auxiliary FASuite products in the MobileFocus, InfoCenter, and MAXQueue environments.

Relevant Experience

Highlights of Mr. Bauer's experience include:

Arizona Department of Transportation

At the ADOT, Mr. Bauer's expertise was focused on data conversion, developing a detailed strategy and step-by-step procedures for mapping and effectively importing more than 15 years of historical data.

DriveTime

DriveTime, a nationwide automotive refurbishment and financing group, wanted to use FASuite as the backbone for a nationwide work estimation and asset delivery conformation communication channel. Mr. Bauer worked with DriveTime during the pre-sales and design phases to map out best-practice solutions to meet their needs.

Hertz Rent-A-Car

Mr. Bauer has worked with Hertz Rent-A-Car – AssetWorks ASD's largest customer in terms of fleet size – from the pre-sales information gathering and solutions mapping phases, through design and development, to support for pilot training and testing. He continues to work with Hertz on their continuing rollout of FASuite, including design, development, and roll-out of their enterprise warranty recovery solution.

Pepsi Bottling Group

Mr. Bauer's involvement in the Pepsi-Cola implementation of FASuite spanned the entire project from kick-off to post implementation. In the planning stages of the project, his expertise helped establish an effective coding scheme, operating procedures, and training requirements. As FASuite was installed, he developed the specifications for all of the required interfaces to Pepsi's legacy systems. These interfaces included detailed data mapping schemes and database triggers specific to Pepsi's operating environment.

After helping Pepsi import their historical data into the FASuite repository, Eric tested the proposed solutions in a pilot environment. Currently, Mr. Bauer is monitoring the live operation of Pepsi's solution and he consistently provides consulting services to help "fine tune" their post implementation processes. This project involves our maintenance operations, preventive maintenance,

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inventory management, and warranty recovery applications at 350 shops nationwide.

Boston Edison Company

Mr. Bauer helped Boston Edison Company implement FASuite as an enterprise wide fleet management system. In the planning stages of this project, Mr. Bauer helped establish coding schemes and developed a detailed conversion strategy, which was carried out manually. During the conversion, Mr. Bauer supervised data entry to help ensure integrity. Primarily, this data included equipment units and parts for more than 20,000 items. Mr. Bauer also helped import BECo's legacy data and trained more than 10 users. After the successful completion of a pilot site in a "mock live" environment, Mr. Bauer's consulting services were extended to help install the database, which was subsequently made available to six other sites.

United Airlines

Mr. Bauer helped United Airlines implement FASuite as a complete maintenance system to manage more than 30,000 ground support equipment units at 39 locations worldwide. The focus of this implementation project was to replace UAL's legacy mainframe system.

Add'l Consulting/Training
Experience

MARTA	City of Clearwater, FL
Denver RTD	City of Lawrence, KS
City of Modesto, CA	County of Multnomah, OR
Continental Airlines GSE Division	City of Atlanta, GA
Alliant Energy	US Marine Corps
City of Cincinnati	County of Arlington, VA
Consumers Gas (now Enbridge Gas)	City of San Diego
Sandia National Labs	County of Henrico, VA
Marathon Oil	City of Virginia Beach, VA
Boston Edison (now NStar)	Paramount Farming
City of Columbus, OH	Florida Power & Light
City of Visalia, CA	County of Cobb, GA
Delaware DAS	Skywest Airlines GSE Division
County of Marin, CA	Metrobus, South Africa
State of Wisconsin (DOA, UW, DNR, DOT)	

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Professional History

AssetWorks Inc, Associate Director of Transportation Solutions (2002- Present)

In dual roles, Eric is responsible for project management for our more complex implementations (such as DriveTime Automotive and Hertz Corporation) and responsible for product management for InfoCenter Reporting, Web Work Order Touch Screen, Web Service Request, MAXQueue Integration Module and our MobileFocus applications.

Peregrine Systems, Professional Services Manager (1995 to 2002 (for FASuite)

Mr. Bauer oversees a staff of Senior Consultants and is responsible for the *effective implementation of FASuite for all his customers*. Mr. Bauer has worked with his team to implement FASuite at both large and small, public and private enterprises including managing a FASuite pilot for the USMC. Mr. Bauer's role on all his team's projects include providing technical expertise, leadership and guidance on business issues, resolution of integration issues, and accountability for overall project success.

Infogenesis Inc, Systems Engineer (1995)

Mr. Bauer helped with onsite implementation, support, consulting, and training for point of sale solutions. He also helped select and configure hardware solutions for a wide range of customers.

Education

California Polytechnic State University, San Luis Obispo, CA

Bachelor of Science: Mathematics



ELLEN HURST**PROJECT MANAGER/ SUBJECT MATTER EXPERT (SME)**

Range of Experience

With 10+ years of experience of fleet management implementation for the public sector, Ms. Hurst brings a wealth of experience to business processes for the shop floor as well as systems integration. Ms. Hurst's responsibilities include project management, implementation assistance, and resolution of technical support issues, onsite training, and consulting.

Some of her implementation experience includes:

Rochester Genesee Regional Transportation Authority (RGRTA)

Ms. Hurst worked as the Senior Project Manager implementing FASuite which included a strong role as Subject Matter Expert (SME) for the project. RGRTA has a fleet of approximately 650 units maintained by a maintenance department of 73 employees at 2 full service locations.

Hillsborough Area Rapid Transit (HART), Tampa, FL

As the Senior Project Manager, Ms. Hurst oversaw the implementation of FleetFocus and MobileFocus for the transit's fleets of some 300 pieces of equipment as well as HART's linear assets (2.5 miles) and its *historical streetcar division (15 cars)*

Metropolitan Atlanta Rapid Transit Authority (MARTA)

Ms. Hurst is provided technical assistance and serving as a subject matter expert for MARTA's implementation of FASuite for rail, fleet, facilities and linear assets.

New Jersey Transit – Rail Division (NJT)

Ms. Hurst provided project management for NJT's migration from MMS and implementation of FASuite for 1400 units, including supervision a sub-contractor who assisted in the BPA process, provided training and data conversion services.

Add'l Fleet Project Experience**Central Florida Regional Transportation Authority (LYNX)**

Ms. Hurst provided project management for LYNX's implementation of FASuite for 300 units, including supervision of sub-contractors who assisted in the BPA process, provided training and developed interfaces for product integration with the Great Plains accounting system as requested by LYNX.

Capital Area Transit Authority (CATA)- Lansing, MI

Ms. Hurst worked as Project Manager to implement and train for this fleet of 180 units serving the Lansing, Michigan area. The project included both fuel (FuelMaster) and financial (Solomon) integrations.

Toledo Area Regional Transit Authority (TARTA)

Ms. Hurst provided project management for TARTA's implementation of FASuite for 200 units, including supervision of two staff that performed the implementation and provided training.

Stark Area Regional Transit Authority (SARTA)

Ms. Hurst provided project management for SARTA's implementation of FASuite for 200 units, including supervision of two staff that performed the implementation and provided training. She also completed the software specifications for product integration with the Great Plains accounting system as requested by SARTA.

State of Wisconsin Department of Administration (WDOA) –Ms. Hurst is providing project management for a business review and gap analysis to determine if full or partial functionality of a WDOA home-grown procurement tracking system can be migrated to FASuite.

Continental Airlines –

Ms. Hurst worked as the Senior Project Manager for this large global carrier in the Ground Services Equipment Division which oversees some 30,000 pieces of equipment. Ellen assisted in the development of several interfaces including purchasing and finance as well as custom notifications and custom dashboards. Currently in the data conversion phase, anticipating go live with the first two cities in October, then rolling out to the rest of the country over the next 24 months.

City of Garland, TX

The City claims some 2000 vehicles maintained at four locations by a staff of 30 technicians. Ms. Hurst worked as the Project Manager including implementation of a fuel interface and MobileFocus. The City is currently investigating FleetFocus to NAPA real time functionality.

New Mexico State Police (NMSP) - Ms. Hurst provided project management for the fast-track implementation of FASuite at NMSP. Under Ms. Hurst's direction, NMSP rolled out FASuite to all shop and district locations in less than three months from project kick-off to go-live.

Add'l Implementations

Florida Power and Light, City of Austin, Des Moines Area Rapid Transit Authority (DART), City of Windsor, ONT, City of Arlington, TX, City of Midland, TX, USMC & PREPA

AssetWORKS

Professional History

AssetWorks, La Jolla, CA, Senior Project Manager, 2003 – Present

Senior Project Manager/SME

Responsibilities also include the scope of the project, periodic status reports, acceptance forms, change orders and best practice recommendations, developing project road-map using MS Project. Provide the overall direction to the team and oversee the day to day project responsibilities resulting in value added services to the customer. Ensure client satisfaction at all times during the engagement. Manage projects for budget adherence and client expectations

Independent Consultant, Austin, TX 2002-2003

Consultant

Freelance services in project management, training and documentation (manuals, curricula, handouts, and, reports) for business clients.

Peregrine Systems, Inc., San Diego, CA, Sr Project Mgr 2000 - 2002

Senior Technical Consultant

Served as project manager or team member of various projects for a of public and private sector clients. Performed needs assessments and mapped out project plans to ensure the successful implementation of software according to the needs of the client. Implementation at clients included the development of test scenarios, test plans, performance of system testing and facilitating user acceptance testing for clients. Developed training materials and provided training. Non-project-related assignments - Participated in the development of test environments; ensured that test results were properly documented, executed, and tracked; tracked corrective action and assisted the development teams in reproducing and solving product-related problems; and identified the reliability, performance, and functionality of software products.

Texas Department of MHMR, CAFM Program Office, Systems Manager, 1999-2000

Ms. Hurst served as project manager for the implementation of a fleet management system, a facilities management system and a facility assessment system. Responsibilities included budget development, account management, database management, control management, supervision and training of field staff, technical support and report creation/generation.

Education & Professional Affiliations

B.A., Latin/English Minor, Texas Tech University

Postgraduate Masters Level Coursework, Classical Humanities

Continuing Education courses/seminars in Total Quality Management, Leadership, and Project Management

Member, Project Management Institute – Austin Chapter

PROPRIETARY



GARY FROST
SENIOR PROJECT MANAGER

Qualifications

Gary Frost has over 12 years of experience in software, management and training. His range of project experience includes the following:

- Project Management
- Project Planner
- Training
- Software Implementation
- Data formatting
- Data Migration
- Business Process Analysis
- Business Process Improvement
- Regional Training Sessions

Relevant Experience

Since joining AssetWorks, projects have included:

Denver RTD:

Denver RTD rolled out FleetFocus to their Bus/Rail/Stationary shops and Mr. Frost assisted in creating training documentation and exercises. Gary also focused on the creation of numerous report specifications that were critical to day-to-day use at RTD. He implemented RailFocus and LinearFocus modules for RTD and worked bringing multiple systems and methodologies under a single, streamlined process.

Chicago Transit Authority:

Mr. Frost was the Project Manager for the Chicago Transit Authority implementation and conducted over 30 interviews with Subject Matter experts during the Business Process Analysis phase and contributed to the BPA documentation. Mr. Frost provided workflow analysis, reengineering and *definition of best practice for the Business Process Improvement deliverable*. He organized reports, data conversion, training, warranty, system configuration *advisory groups and helped steer each group keeping best practice in mind*. Mr. Frost has assisted in writing interface specifications for Oracle HR/GL and Materials interface and contributed to the testing process. He provides ongoing training to all facets of the CTA, including technicians, supervisors, MobileFocus users and system administrators.

State of Wisconsin, County of Sonoma, County of San Jose, City of Seattle, Eugene Water and Electric Board, City of Livermore, County of Fresno, City of Santa Barbara, County of Santa Clara, County of Siskiyou, City of Renton, County of Alameda, Redwood City, Denver RTD, City of Fairfield, Lane Transit, City of Milpitas, :

Mr. Frost performed implementation services for these projects since 1999, including data conversion from legacy systems, Oracle and MS SQL Server *database installations and post-implementation consulting*. He also provided consulting for best business practices, developed timeline requirements *documentation and customized training documentation*. Mr. Frost assisted with creation of utilities used in the migration of data into FleetFocus FA. Gary designed, developed and implemented third-party software interfaces to

AssetWorks software for accounting, payroll, fuel systems and credit card systems. He also develops custom reports and applications using Oracle, Excel, Access, and MS SQL Server.

United States Marine Corp:

The USMC rolled out FleetFocus in stages and began the implementation in 2007. Mr. Frost works as the Senior Project Manager and is responsible for all aspects of this complex and large project. Because of the shifting priorities of the USMC, Gary must be ready and willing to meet last minute schedule changes and work within the structure of a large governmental agency. In order to ensure the success of the project, the USMC has designated certain persons as 'vital' and has guaranteed their commitment to the project for the duration. As part of his responsibilities, Gary has developed a number of customer-specific business processes to gather and send data to various military and government oversight agencies. Gary has also worked extensively with the USMC on configuring the security module of FleetFocus to mask certain fields and to encrypt data.

City of Tucson, AZ:

The City of Tucson re-implemented FleetFocus, extracting out historical information from two maintenance systems and rolling out FASuite InfoCenter to the Maintenance and Fire Departments. During the implementation Mr. Frost did a full analysis of workflow processes currently in place and made recommendations to make changes as needed to best practice industry standards. Gary assisted in extracting data from a legacy system and did extensive cleanup to coding structures, while steering the City to a structure that can be used for reporting analysis.

City of Livermore, CA:

The City of Livermore implemented FleetFocus for its rolling stock of some 500 units and an additional 1200 pieces of equipment including everything from generators, to police radios to lawn mowers. The City introduced wand devices as a way to read barcodes on the various assets as opposed to manually typing in the information. The barcode use extends to the small inventory store and to the employees themselves who scan on and off tasks throughout the day.

City of San Jose, CA:

The City of San Jose implemented FleetFocus as a way to better control costs over its inventory of some 4000 units and some 12,000 pieces of equipment. The City also rolled out the Motor Pool module of FleetFocus and can now allow City employees to make online reservations or report trouble tickets using the web-based InfoCenter.

Pepsi-Cola:

Mr. Frost was the Project Manager for this implementation of FleetFocus FA from December 1998 to December 2002. Mr. Frost provided onsite training for Fleet Managers and Business Unit Managers associated with each of Pepsi's 10

Business Units throughout North America. Mr. Frost was the main point of contact and provided general oversight and consulting services, including suggestions for business process reengineering, definition of best practices, and implementation oversight. He provided ongoing training for implementations at new Pepsi-Cola locations, and follow-up training for sites that were implemented. Gary trained Pepsi's system administrator and created Report Directory Materials in addition to training additional users.

Baltimore Gas & Electric:

Mr. Frost was Project Manager for this implementation of FleetFocus FA from July 1998 to January 2000. During that time, he provided general oversight and consulting services, and directed the onsite implementation team that performed software installation, training, data conversion, and other implementation services. Mr. Frost also managed the Acceptance Test Plan that was completed for BG&E. In collaboration with the FleetFocus FA development team, he designed the Acceptance Test Plan and then supervised the completion of acceptance testing (each screen was tested for data integrity using automated scripts). Mr. Frost also provided post implementation support services, including addressing FleetFocus FA operational and technical issues, database problems, etc.

Regional Training Manager:

Mr. Frost has managed all aspects of the Regional training sessions throughout North America. His responsibilities include the creation of agendas and training materials in addition to scheduling all sessions and communications to all AssetWorks customers.

Professional History	1997-Present AssetWorks, Inc. La Jolla, CA, Senior Project Manager
Education	California State University Bachelor of Arts: Finance & Economics
Technical Skills	Software: FASuite (FleetFocus FA, RailFocus, EquipmentFocus, LinearFocus, MobileFocus, InfoCenter) Lotus Notes, Outlook, Excel, Access, Word, Power Point, Visio, Crystal reports/BOE Hardware: PC's, Servers, Printers, Barcode Equipment, Handheld Devices Languages: SQL Databases: Oracle, MSSQL, Access



SUSIE WADE**SENIOR IMPLEMENTATION SPECIALIST**

Qualifications

Ms. Wade works as a Project Manager/Implementation Specialist of AssetWorks' FleetFocus/FASuite software. Responsibilities included scheduling projects using MS Project, assigning resources, tracking budget and implementation schedule and writing weekly status reports. Clients included: Area Transportation Authority (ATA Transit) North Central Pennsylvania, U.S. Navy Special Warfare Group Hampton Roads Virginia, MV Transportation, Southern California Regional Railroad Authority/Metrolink, Calgary Police, Minnesota Manufacturing Mining, Honolulu Board of Water Supply, Washoe County-NV, San Diego Police Department, Illinois Division of Vehicles, Coach USA, Austin Telecommunication, Jefferson County-LA, and Henrico County-VA.

Relevant Experience

Since joining AssetWorks, Ms. Wade has worked on the following projects.

Memphis Area Transit Authority (MATA), Memphis, TN

Ms. Wade worked as the Senior Implementation Specialist overseeing and coordinating the implementation of FASuite Enterprise (InfoCenter Shop Activity, FleetFocusFA, EquipmentFocus, MobileFocus and FuelFocus). MATA has 208 buses, 55 paratransits, 20 trolleys, 60 support vehicles, 5 major facilities and 90 users. The majority of the maintenance on the rolling stock assets is performed at two maintenance facilities that operate 24 hours a day, 365 days a year. Ms. Wade performed system installation and setup, hardware and network configuration, database installation, and data conversion (including historical data extraction) from legacy system. She also developed the specifications and oversaw the development of the custom payroll interface. Developed custom reports to support the Stock Room, Procurement Department and Maintenance Facilities.

City & County of San Francisco

Ms Wade works as the Senior Implementation Specialist for this large project of 6000 assets and over 100 technicians serving the nation's 12th largest city. Ms. Wade also worked on Work Flow and Business Process Documentation as well as integration points for the Trak Fuel and ERP financial interfaces.

Conoco Phillips, Kuparuk, AK

Ms. Wade's roll for this client was to primarily support roll-out of the FASuite FleetFocus. In addition, Ms. Wade performed production data cleanup and provided end user training and go-live support during software implementation and roll-out.

Hertz Corporation, Oklahoma City, OK

As a member of AssetWorks Implementation Team for FASuite Enterprise Implementation: (InfoCenter Shop Activity, InfoCenter Enterprise Portal and FleetFocus FASuite), Ms. Wade performed business process assessment, system installation and setup, database installation, data mapping from legacy systems to FASuite and key user training.

Sun Tran, Tucson, AZ

As Senior Implementation Specialist, Ms. Wade coordinated the training services for the implementation of FASuite Enterprise (InfoCenter Shop Activity, FleetFocusFA, EquipmentFocus, MobileFocus and FuelFocus). Sun Tran has 189 fixed route buses, 60 support vehicles, 120 facility assets, and 80 users. The vehicle maintenance shop operates 24 hours a day, 365 days a year. Additionally, she performed system installation and setup, hardware and network configuration, database installation, and data conversion (including historical data extraction) from legacy system. Developed custom reports to support the Stock Room, Procurement Department and Maintenance Facilities.

Metrolink/Southern California Regional Rail Authority (SCRRA), Los Angeles, CA

Ms Wade provided training and implementation services of FASuite Enterprise: (FleetFocusFA, RailFocus, LinearFocus, EquipmentFocus). On-going rollout of the FASuite product line for Metrolink, including our FAInfoCenter powered by Crystal 9, Optram's ORIM Digital Track Chart Software, MobileFocus for the palm OS, with integration to Oracle ERP. Perform system installation and setup, hardware and network configuration, database installation, and data conversion for equipment, parts and detailed work order historical data. Provide consulting on coding structure.

MV Transportation, Fairfield, CA

MV operates 3500 bus and Para transit vehicles throughout North America, as one of the largest transit operation and maintenance outsource companies in the business. Perform system installation and setup, hardware and network configuration, database installation, and data conversion for equipment, parts and detailed work order historical data. Provide consulting on coding structure. MV is live with their first shops and is now rolling out throughout North America.

Honolulu Board of Water Supply, Honolulu, HI

Implementation of FleetFocus/FA Suite (with Motor Pool module) The division has 2500 vehicles, 3 shops, and 30 users. Performed system installation and setup, hardware and network configuration, database installation, and data conversion. Provided consulting on coding structure. Developed specifications and oversaw the development of the custom interfaces.

Ms. Wade also provided training, business process & documentation services for:

City of Commerce, City of Palo Alto, City of Carlsbad, Ontario Ministry of Transportation, Illinois State Police, Calgary Police, Denver RTD, MATA, MBTA, ATA of North Central PA, U.S. Navy Special Warfare, USMC, California Dept of Forestry, Hawaiian Electric, Continental Airlines and many more...

Prior Experience

Senior Technical Consultant

Perform server installations, hardware and network configuration, Oracle and MS SQL Server database installation, and data conversion from various legacy systems. Provide consulting for best business practice. Develop technical requirements documentation and customized training documentation. Train customer end-users on AssetWorks software applications, SQL Plus, Excel, Access, and Crystal reporting tools. Design, develop and implemented third-party software interfaces to AssetWorks software for accounting, payroll, fuel systems, credit card systems, etc. Develop custom reports and applications using Excel, Access, Crystal, MS SQL Server and Oracle. Clients included: United States Marine Corp, Pepsi Bottling Company USA, Boeing, Hawaiian Electric Company, and Virginia Beach-VA

Senior Programmer/Analyst

Develop new graphical user interface (GUI): compile specifications of features to be included in the new product; then programmed the GUI. Design, implement and support the MS SQL Server database. Track software conversion project including: assigning jobs to programmers and quality assurance, projecting completion dates, and producing status reports.

Systems Administrator

Install, configure, repair and upgrade company's computing systems and peripherals. Implement and maintain company's local area network. Test, document and install biannual software releases for general ledger, accounts receivable, accounts payable, payroll, purchase orders and inventory control software applications. Act as liaison between company staff, clients and hardware distributors.

System Support Specialist

Support international and national customer base on software and hardware. Produce all documentation and reference work used to aid in the support and training of clients. Resolve problems related to servers, peripherals and system/application software nationwide.

Customer Account Manager

Conduct weekly on-site training sessions on use of accounting and inventory control application software. Design and produce training documents and procedures for in-house customer account managers.

Education

BS, Computer Science, Transylvania University, Lexington, KY, 1984

BS, Chemistry, Transylvania University, Lexington, KY, 1984

BS, Mathematics, Transylvania University, Lexington, KY, 1984

MS, Computer Science, Washington University, St Louis, MO, 1986



AssetWORKS

MATT SONGSTAD

DIRECTOR- CUSTOMER SUPPORT & TRAINING SERVICES

Range of Experience

As the Director of Customer Support & Training Services, Mr. Songstad is responsible for corporate and customer issues management, including the development, management and implementation of strategic communication plans, policies, programs and materials. In this role, Mr. Songstad's key responsibilities include development and implementation of crisis communication tools in response to corporate issues and proactively identifying emerging customer concerns and developing solutions.

Some of Mr. Songstad's key accomplishments include enhancement and implementation of Focus Support eTrack solution with integrated web site to improve approach in addressing customer needs and concerns. Mr. Songstad also provides front-line staff with quarterly training and proactive tools and resources. *To constantly test the success of the support programs, Mr. Songstad developed management reporting which enabled changes to policies and procedures based on customer feedback.*

Additional responsibilities and highlights of Mr. Songstad's efforts include:

- Manage 12 direct and 25 indirect reports.
- Established Focus eTrack services including online support website with FAQs and tech support; implemented operational metrics, resulting in 30% KPI increase including first call resolution, fulfillment rates, call handling efficiency, and accuracy.
- Leveraged current legacy fuel parts ordering system for FuelFocus with front-end software, increasing order management productivity and accuracy by 10%.

Defining & Adhering to Policy and Procedure: As the handling of reported incidents and subsequent resolution plays a vital role in the annual SAS70 Certification process, Mr. Songstad is responsible for ensuring that all policies and procedures are followed and fully auditable and documented.

Regional Training & Webinars: In response to customer input, Mr. Songstad is also responsible for developing and scheduling monthly training webinars and regional training workshops. The highly successful regional training seminars are often hosted by a customer in the area to reduce attendance costs in both travel and facility charges.

Annual User Conference: Mr. Songstad is responsible for the organization and planning of the Annual Users Conference celebrating its 25th Anniversary in March 2011. This well attended meeting includes training seminars, key note speakers and round table discussion important to fleet professionals in both public and private sector fleets.

PROPRIETARY



AssetWORKS

BILL CICHETTI
CUSTOMER SUPPORT MANAGER

Range of Experience

Bill Cicchetti has worked as the Customer Support Manager for FleetFocus/FASuite for over 12 years and responsible for the day-to-day operations of the Support Center.

In addition to managing and responding to queries made directly with the Support Center, Mr. Cicchetti also conducts training sessions both off-site and via webinars to current FleetFocus customers. He is also responsible for providing the majority of the remote installation/upgrade services of the application to customer sites. Recent installations/upgrades include:

Tucson Electric (FuelFocus remote install and configuration)
City & County of San Francisco (FASuite remote install)
City of Hampton (FASuite remote install)
City of Atlanta (FASuite remote upgrade)
City of Commerce (FASuite remote upgrade)
City of Norwalk (FASuite remote upgrade)

Additional Support Services performed by Mr. Cicchetti include:

- Providing help and advice to customers, including responding to issues about 'Best Practices' or proven work flows;
- Investigating and solving customers' problems promptly;
- Keeping accurate records of discussions or correspondence with customers in keeping with AssetWorks policy and procedure;
- Producing written information/documentation for customers, if necessary, to resolve customer issues or help with training;
- Writing reports analyzing the customer service AssetWorks provides and offering recommendations for improvement;
- Providing customized/sponsored one-to-one training or installation/upgrade service to customers;
- Meeting with other managers to discuss possible improvements to customer service provided;
- Training staff to deliver a high standard of customer service;

Education

California State University, Long Beach, CA
Bachelor of Science

University of California- Berkeley
Microsoft Certified Professional extension course

University of California- San Diego, CA
Oracle database certification program



AssetWORKS

GLORIA WOSKOW
QUALITY ASSURANCE MANAGER

Range of Experience

As the Quality Assurance Manager for FleetFocus/FASuite, Ms. Woskow is responsible for ensuring the all functionality, compatibility, reliability, exploratory/ad hoc, load/stress, usability, installation, security and related test methodologies of the application. Ms Woskow must also work as mentor, *coordinator and delegation lead in creation and execution of QA and testing processes, test strategies and plans, bug documentation and regression, and bug tracking system development.* As customer satisfaction is reliant on her success, Ms Woskow remains current on software testing theories, procedures and methodologies.

As the Quality Assurance Manager, Ms Woskow is responsible for:

- Process quality in terms of development and quality control plans
- Managing a team of employees in quality assurance department and supervising and assigning the work
- Handling the tasks of implementing, developing and maintaining quality system policies
- *Achieving the set target laid by the organization*
- Developing and providing data and quality review to senior management team
- Handling the tasks of maintaining high quality of the product
- Implementing and establishing training programs related to products
- Responsible for generating new strategies and plans for improving quality of the product
- Handling rigorous testing of customizations to meet sponsor-customer expectations

Additionally, as AssetWorks maintains SAS70 Certification as to its Quality Assurance, Change Management, Software Versioning and Software Release strategies, Ms Woskow must guarantee adherence to clearly defined practices, policies and procedures which include:

- Full auditable documentation of testing using TestComplete solution
- Handled product release approvals of FleetFocus to the company
- Prepared strategies and plans that results in the development of the organization
- Maintained and managed internal audit plans





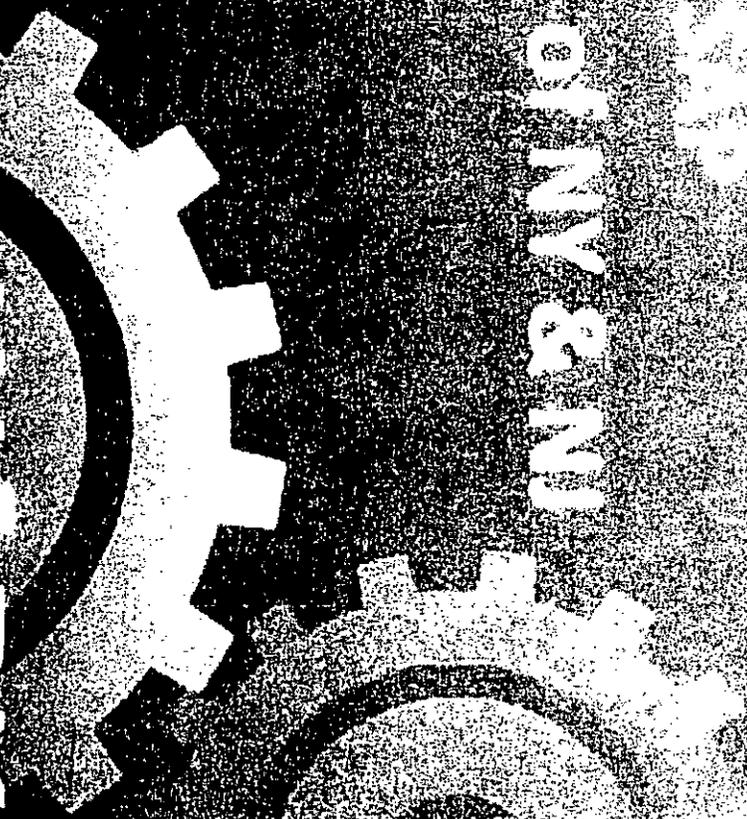


ADMINISTRATION OF INTEGRATION

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ADMINISTRATION OF INTEGRATION

ASSETWORKS



- Configuration Environment
 - SAP is the system of record for all inventory purchases and charge-back distributions
 - FleetFocus is the system of record for all maintenance activities
- SAP to FleetFocus Integration Points
 - Part Inventory Catalogs
 - Part Inventory Stock Issues
 - Account Code Configuration
- FleetFocus to SAP Integration Points
 - Account Code Verification
 - JV Charge-backs

AssetWORKS

SAP to FleetFocus Integration Points

- Part Inventory Catalogs
 - Interfaces SAP Part Inventory into FleetFocus including on-hand quantity and cost
 - Configuration
 - Batch - Daily

- Part Inventory Stock Issues
 - Interfaces SAP Part Inventory issues into FleetFocus for work order costing
 - Configuration
 - Batch – Daily

AssetWORKS

SAP to FleetFocus Integration Points

- Account Code Configuration
 - Interfaces SAP Account structure into the FleetFocus Account for validation purposes.
 - FleetFocus Account used in the JV Charge-back interface
 - Account Structure includes:

<u>SAP Structure</u>	<u>Position</u>
Company Code	1 – 4
Business Area	5
GL Account No	6 – 11
Cost Center	12 – 17
Internal Order	18 – 26
WBS	27 – 40

- Configuration
 - Batch – Daily or On-demand

AssetWORKS

FleetFocus to SAP Integration Points

- Account Code Verification
 - Verifies association of FleetFocus Vehicle and Account as valid in SAP to reduce rejects during the JV Charge-back integration
 - Configuration
 - Batch – Daily or On-demand
- JV Charge-backs
 - Interfaces FleetFocus costs back into SAP G/L
 - Includes maintenance, operating and Motor Pool charges
 - Configuration
 - Batch – Monthly

8.6 Proposal

Cost Proposal Corresponding to "Alternate Project Plan"

A. Implementation

Cost of Software	<u>\$598,981.25</u>
Installation on Port Authority Equipment # hours <u>120</u>	<u>\$23,400.00</u>
<u>Temporary Hosting Services (see assumptions)</u>	<u>\$7,500.00</u>
Configuration to Port Authority Requirements # hours _____	<u>\$3,130,170.00</u>
NOTE: Dollar amount is inclusive of time and travel expenses	
30 day Operational Test # hours <u>1,092</u>	<u>\$126,360.00</u>
Training (Development & Delivery) \$ _____ per class * X classes	<u>\$605,540.00</u>
NOTE: Training is based on hours: # hours <u>3,504</u>	
One year warranty period (Ongoing maintenance) # hours <u>2,808</u>	<u>\$590,120.00</u>

The one year warranty period begins upon final acceptance of all tasks as defined as the acceptance of the 30-day Operational test. If functionality is phased in, Contractor is responsible for providing warranty services on each completed Phase upon go live.

A-total Implementation Total: \$5,082,161.25

B. Base Term: On-going Maintenance for three years:

Ongoing Maintenance	<u>\$377,676.00</u>
<u>\$10,491.00</u> per month * 36 months	
Training (Delivery)	
\$ ____ per class * X classes	
B-tot Total:	<u>\$377,676.00</u>

C. Option Period 1: On-going Maintenance

Ongoing Maintenance	<u>\$138,672.00</u>
<u>\$11,556.00</u> per month * 12 months	
Training (Delivery)	
\$ ____ per class * X classes	
C-tot Total:	<u>\$138,672.00</u>

D. Option Period 2: On-going Maintenance

Ongoing Maintenance	<u>\$145,608.00</u>
<u>\$12,134</u> per month * 12 months	
Training (Delivery)	
\$ ____ per class * X classes	
D-tot Total:	<u>\$145,608.00</u>

E. Option Period 3: On-going Maintenance

Ongoing Maintenance	<u>\$152,892.00</u>
<u>\$12,741</u> per month * 12 months	
Training (Delivery)	
\$ ____ per class * X classes	
E-tot Total:	<u>\$152,892.00</u>

Hourly Rates for Enhancements

F. Base Term:	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (3 yrs)	C. Total Estimated 15.1.1 Base Term (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager (Professional Services Mgr)	\$230.00	X 100	\$23,000.00
Trainer (Subject Matter Expert)	\$200.00	X 100	\$20,000.00
Jr. Programmer (Report Developer)	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00
E-Tot Total Base Period - 3 years			\$97,500.00

G. Option Period 1	A. STANDARD Proposed Rate/Hour	B. Estimated number of hours for the base term (2 yrs)	C. Total Estimated 15.1.2 Opt Period 1 (A x B = C)
Software Engineer	\$185.00	X 100	\$18,500.00
Program Manager	\$230.00	X 100	\$23,000.00
Trainer	\$200.00	X 100	\$20,000.00
Jr. Programmer	\$175.00	X 100	\$17,500.00
Sr. Programmer	\$185.00	X 100	\$18,500.00

f-Tot Total Option Period 1 - 2 years			\$97,500.00
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H. Option Period 2	<u>A. STANDARD</u> <u>Proposed Rate/Hour</u>	<u>B. Estimated</u> <u>number of hours</u> <u>for the base term</u> <u>(2 yrs)</u>	C. Total Estimated 15.1.1 Base Term (A x B = C)
Software Engineer	\$190.00	X 100	\$19,000.00
Program Manager	\$230.00	X 100	\$23,000.00
Trainer	\$205.00	X 100	\$20,500.00
Jr. Programmer	\$180.00	X 100	\$18,000.00
Sr. Programmer	\$190.00	X 100	\$19,000.00
G-Tot Total Option Period 2 - 2 years			\$99,500.00

TOTAL ESTIMATED COSTS	\$6,191,509.25
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