



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

[General Information](#) |
 [Contact](#) |
 [Default Values](#) |
 [Discount](#) |
 [Document Information](#)

Procurement Folder: 478045

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0214

Vendor ID:

SO Doc ID: SUR1900000002

Legal Name: MSN Media, Inc.

Published Date: 9/14/18

Alias/DBA: AppWorks

Close Date: 9/20/18

Total Bid: \$95,600.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 1

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder : 478045

Solicitation Description : Addendum No. 3 Point of Sale Inventory System

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-09-20 13:30:00	SR 0214 ESR08281800000000948	1

VENDOR

VS0000015662

MSN Media, Inc.

AppWorks

Solicitation Number: CRFQ 0214 SUR19000000002

Total Bid : \$95,600.00

Response Date: 2018-09-19

Response Time: 14:43:11

Comments: Please accept this as our formal electronic bid for consideration for Solicitation- No. SUR1900000002 for the Point of Sales Inventory System.
If you have any questions or concerns please let me know.
Thank you for your time.
Kindly,
Shawn Prado
Customer Success Manager
AppWorks

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Point of Sale Inventory System				\$95,600.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :	Point of Sale Inventory System

Comments: Contract Amount includes first year implementation and second, third and fourth year of maintenance, support and training.



AppWorks

Smart apps geared to work for you

Solicitation: SUR1900000002
West Virginia Point of Sale Inventory System
Surplus Proposal

Matt Navarre
President & Senior Developer
(503) 616-9422 ext. 1
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Kimberly Carlson
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Oregon Certified Emerging Small Business

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GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- ☒ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$100,000.00 or more per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: _____ per occurrence.
- ☐ **Aircraft Liability** in an amount of: _____ per occurrence.
- ☐
- ☐
- ☐
- ☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/08/2018

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sh M Prado, Customer Success Manager
(Name, Title)

Shawn Prado, Customer Success Manager
(Printed Name and Title)


AppWorks 519 SW Park Ave # 510 Portland 97205
(Address)

503-616-9422
(Phone Number) / (Fax Number)

shawn @ app.works
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

AppWorks
(Company)

 CEO
(Authorized Signature) (Representative Name, Title)

Matt Navarre - CEO
(Printed Name and Title of Authorized Representative)

9/19/2018
(Date)

503-616-9422
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WVSASP Point of Sale Inventory System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia State Agency for Surplus Property to establish a contract for the one-time purchase of a Point of Sale Inventory System including software, barcode scanner, related hardware and technical support. This system will create searchable databases for eligible organization accounts with expiration dates and public sale accounts for invoicing of tracked inventory. This system will be used to accurately track retired state assets for inventory sales and audits. The system will interface with federal government site for federal surplus property allocation.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **“Contract Item” or “System”** means “Point of Sale Inventory System” as more fully described by these specifications.
 - 2.2. **“CSV File”** stands for comma separated values file. A simple file format used to store tabular data that can imported and exported into programs.
 - 2.3. **“Eligible Organization”** refers to tax-supported medical institutions, hospitals, clinics, fire departments, rescue squads, health centers, school systems, schools, colleges and universities within the state, and to other nonprofit medical institutions, hospitals, clinics, volunteer fire departments, volunteer rescue squads, health centers, schools, colleges and universities within the state which have been held exempt from taxation under the Internal Revenue Code of 1986, as amended. In order to remain classified as an eligible organization, fire departments must renew their registration every year, while other organizations must renew every three years
 - 2.4. **“Federal Inventory”** means assets that comes from the federal government and is donated to WVSASP for allocation to eligible organizations.
 - 2.5. **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit “A”, upon which Vendor should list its proposed price for the Contract Items.
 - 2.6. **“POS”** means point of sale.
 - 2.7. **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **“State Inventory”** means assets that has been retired from state agencies.

REQUEST FOR QUOTATION

WVSASP Point of Sale Inventory System

2.9. “WVSASP” refers to the purchasing agency, West Virginia State Agency for Surplus Property.

3. GENERAL REQUIREMENTS:

3.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1. **Customer Database:** System must have the ability to define at least two (2) distinct searchable customer databases: Public sales and eligible organizations. The two (2) customer databases have separate information collection, input and invoicing parameters. Must be able to store an unlimited number of customers.

3.1.1.1. **Public Sale** customer database is built by entering new customers at the time of invoicing. This system must have the ability to search for public sale customers at the POS counter. If the customer is not in the system, a new customer must be created at the time of invoicing. Information collected will be name, address, phone and or e-mail address. This information will be retained in the public sale customer database for future use. These fields must be editable for future changes.

3.1.1.2. **Eligible Organizations** have three (3) types of eligibility levels: federal only, state only or federal and state both. Eligible organization customer database is built by entering information from an approved application received from the organization. Account information collected will be organization name, address, county, phone number, contact names with phone number and e-mail address, authorized representative, eligibility expiration date, license expiration date and type of eligibility level. Depending on the eligibility level, some of this information may not be a requirement. The system must assign account numbers based on county, type of organization and sequence. Fields must be editable for future changes.

3.1.1.3. This system must have the ability to search for eligible organization customers at the POS counter by account number or organization name. System will not allow an invoice to be created if the organization is not currently eligible (expired eligibility or license date).

3.1.1.4. Should have a field available in the database to automatically trigger a percentage off the total on state inventory eligible organization invoices. Should have a built-in function to apply an “X” percentage discount if an eligible organization purchases “X” number of items at one (1) time. WVSASP would have the ability to define the “X” values on a per customer basis.

REQUEST FOR QUOTATION

WVSASP Point of Sale Inventory System

3.1.1.5. System must have the ability to sort contacts through search and folder/group creation of at least 1,500 eligible organization accounts with organization name, contact names, authorized representative, county, address, phone number, e-mail address, eligibility expiration date, license expiration date and type of eligibility level of account (state, federal or both).

3.1.1.6. Must have the ability to attach pdf files to individual customer database. (ie: pdf scan of tax exemption form).

3.1.1.7. Must track and record one (1) year and/or three (3) year eligibility period for eligible organizations. Must have the ability to do automatic notifications of state and federal eligibility expirations, preferably by e-mail.

3.1.2. State Inventory: System must have the ability the accurately track state retired assets to create a searchable database for POS inventory. Must have the ability to print barcodes to attach to inventory for identification and POS needs.

3.1.2.1. Must be able to store an unlimited number of inventory items.

3.1.2.2. Must have the ability to attach pictures or files to asset database, with a minimum file size of 7MB.

3.1.2.3. Must have the ability to search and recall inventory records at a minimum by: tag number, retirement ID, asset ID, date received, asset description and serial number.

3.1.2.4. The system must be able to automatically generate a barcode number in a prescribed sequence (for example, by department, asset type, etc.).

3.1.3. Federal Donations: System must have the ability to interface with GSAXcess.gov, the federal government surplus site. System must include all categories of items that are provided by the Federal Purchasing Code. Must be able to track federal property donations. Must have the ability to create federal distribution documents from these donations.

3.1.3.1. Federal property may only be donated to eligible organizations meeting qualifying criteria. System must retrieve customer information from the eligible organization database to create the federal distribution documents. Limited to the federal only or federal and sale both (*see 3.1.1.2*) databases. System may not allow a distribution document to be created if the organization not currently eligible.

REQUEST FOR QUOTATION

WVSASP Point of Sale Inventory System

3.1.4. Invoicing: System must have the ability to generate a minimum of two (2) distinct invoices. Must sequentially number invoices based on beginning numbers provided by WVSASP.

3.1.4.1. Public Sale Invoice: Must have the ability to invoice public customers. Must have the ability to search public sale database for customer. Must have the ability to create a new public sale customer at the POS transaction and save the public customers' information for future invoicing (*See 3.1.1.1*). See Attachment C: WV Surplus Property current Public Sales Invoice. An "AS IS, WHERE IS" statement and signature line must print on each public sale invoice. Attachment D: "AS IS, WHERE IS" Statement and Signature Line.

3.1.4.2. Must allow for the sale of assets paid by the following methods: Bank Draft, Business Check, Cash, Credit Card, Money Order and Other.

3.1.4.3. Must have the ability to apply multiple tax rates. Must allow tax exempt sales, WV sales taxes only sales or sales that include two (2) tax rates; WV sales and city tax rates. Tax rates must be adjustable by WVSASP.

3.1.4.4. Eligible Organization Invoice: System must have the ability to generate invoices using the eligibility database. Invoice may not be created if customer is not currently eligible. (*see 3.1.1.2 & 3.1.1.3*). See Attachment E: WV Surplus Property current State Distribution Document.

3.1.4.5. Must allow discounts when invoicing, at the minimum must include the ability to discount per line item. Would prefer the ability to do both: discount whole invoice or by line item.

3.1.5. Reporting: System must provide a library of prebuilt inventory reports, such as current inventory available, inventory sold by date and inventory sold by customer.

3.1.5.1. Reports must be exportable to Microsoft Excel and PDF formats.

3.1.5.2. Must be able to create quarterly 3040 reports from information entered for federal distribution documents.

3.1.5.3. Must be able to create quarterly "Homeless and Needy" reports for federal property donated to eligible organizations designated as aiding the homeless and needy.

3.1.5.4. Must be able to create Federal semi-annual report of eligible organizations invoices including state inventory and federal donated assets. This report will include eligible organization name, county the eligible organization is

REQUEST FOR QUOTATION

WVSASP Point of Sale Inventory System

located in, description of commodity (asset) purchased and the amount paid for the commodity.

3.1.6. Barcode Scanners: Must have handheld, portable barcode scanners.

3.1.6.1. Should have the ability to print barcode labels on a Dymo LabelWriter 450 or equal, which allows one (1) or multiple labels to print at a time.

3.1.6.2. Must have ability to print invoices and barcodes.

3.1.7. Accessibility: Systems graphical user interface must allow users to log into the system using a web-based platform.

3.1.7.1. Must be accessible using Google Chrome and Microsoft Internet Explorer web browsers to enable use when mobile device has no internet connectivity.

3.1.7.2. Software inventory system must be accessible through mainstream tablets and smartphones.

3.1.7.3. The mobile app must allow users to create new assets, view/modify asset records, and complete inventory audits.

3.1.7.4. System must be able to import Microsoft Excel (xls/xlsx) or CSV files.

3.1.7.5. Must be compatible with Windows 10.

3.1.8. User Accounts: Must have a minimum of 12 user accounts with different access levels that can be changed by an in-house system administrator.

3.1.8.1. System must enable permissioned users to create new and modify existing asset categories.

3.1.8.2. System administrator must be able to adjust permissions for users to restrict access to application. Permissions must be able to be configured to allow read-only rights or to hide sensitive field information. Must be able to control access to reports for any users.

3.1.9. Installation and Training: Vendor will provide a completely installed and fully functioning system within 60 calendar days from date of notice to proceed.

3.1.9.1. Vendor will provide user training at no additional charge.

3.1.9.2. Must provide phone-based customer support at a minimum, Monday through Friday from 8:00 am to 5:00 pm est.

REQUEST FOR QUOTATION

WVSASP Point of Sale Inventory System

3.1.10. Warranty: Vendor will warranty all hardware at no less than three (3) years.

3.1.10.1. Once a complete and working system has been installed and accepted by WVSASP, vendor must provide complete system maintenance and customer support for a period of one (1) year.

3.1.10.2. This contract may be renewed three (3) successive one (1) year periods.

3.1.10.3. Any software upgrades must be included in annual renewal fee.

3.1.11. Experience: Vendor must have proven experience over the last ten (10) years.

3.1.11.1. Vendor must have completed at least three (3) federal inventory systems in the last ten (10) years that are comparable in size and scope.

3.1.11.2. Vendor must have completed at least three (3) state inventory/point of sale systems in the last ten (10) years that are comparable in size and scope.

4. CONTRACT AWARD:

4.1. Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.1.1. Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. Vendor will be required to provide this information before Purchase Order is issued.

4.1.2. Vendor should provide with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. Vendor will be required to provide this information before the Purchase Order is issued.

4.2. Pricing Page: Vendor should complete the Pricing Page by completing the Bidder name, base bid and listing three references. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

4.2.1. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

4.2.2. *Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self*

REQUEST FOR QUOTATION
WVSASP Point of Sale Inventory System

Service (VSS). Vendor is to enter the Total Bid Amount from the pricing page Exhibit "A" into the commodity line of the wvOASIS document. Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.

4.2.3. If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

5. PAYMENT:

5.1. Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1. Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within sixty (60) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at:

WV State Agency for Surplus Property
2700 Charles Avenue
Dunbar, WV 25064

6.2. Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

6.2.1. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3. Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

6.4. Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging

REQUEST FOR QUOTATION
WVSASP Point of Sale Inventory System

cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within thirty (30) days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1.** The following shall be considered a vendor default under this Contract.

7.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2. Failure to comply with other specifications and requirements contained herein.

7.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4. Failure to remedy deficient performance upon request.

- 7.2.** The following remedies shall be available to Agency upon default.

7.2.1. Immediate cancellation of the Contract.

7.2.2. Immediate cancellation of one or more release orders issued under this Contract.

7.2.3. Any other remedies available in law or equity.

8. ATTACHMENTS:

REQUEST FOR QUOTATION
WVSASP Point of Sale Inventory System

A: Pricing Page

B: WV Surplus Property current Inventory System Flowchart

Shows how the current system flows.

C: WV Surplus Property current Sale to Public Invoice

Shows the information that is captured on a public sales invoice.

D: "AS IS, WHERE IS" Statement and Signature Line

Must print out on all Public Invoices.

E: WV Surplus Property current State Distribution Document

Shows the information that is captured on an eligible organization invoice.

F: Federal Distribution Document

Shows what the federal distribution document must look like.

Solicitation: SUR1900000002
West Virginia Point of Sale Inventory System
Surplus Proposal

AppWorks provides a full-featured Federal & State inventory system called REUSE. This system can be deployed on a cloud server that we host and manage for you (as quoted here) or on a server in your data center. Prices quoted include all necessary software licenses and barcode scanners. Client provides workstation devices, which can be Mac, or iPads, or any device using Windows 10 or higher.

The specifications provided are a nearly perfect match for the features of REUSE and the service offerings of AppWorks.

REUSE is a user-friendly Inventory system that offers a full set of features for State & Federal surplus warehouse management, since it was built from scratch for exactly that. REUSE also offers an infinite ability to customize to your needs as they change. Customization, support, and training are included in the pricing.

REUSE meets or exceeds all of the requirements in your request for quotation, with notes on the following items.

3.1.3 – REUSE allows for tracking and reporting of federal property donations and can create federal distribution documentation reports. AppWorks is working in tandem with GSAXcess.gov to interface integration and will have this feature complete in the near future.

3.1.4.5 – Currently REUSE allows discounts per invoice, but not per line-item. This is a customization that would be included in the pricing proposed.

3.1.7 – System offers a web front end, though we recommend use of a database client that offers a more consistent and rich interface for a better user experience and better support for printing, import & export, etc.. This is included in the price.

3.1.9.1 – Training is included in the price. User training is a key factor in your successful adoption of a system, and is not considered ‘free’ but is certainly included.

3.1.9.2 – We are in Portland, OR, and our hours of operation are 8am-5pm PST.

3.1.11.1 – AppWorks has been in business 29 years. We have completed dozens of systems of comparable size. REUSE is being used in one other state presently, but four (4) other states are the process of licensing it.

Exhibit A: Pricing Page

Cost information below as detailed in the Request for Quotation. Cost figures should be clearly marked.

GRAND TOTAL BREAKDOWN:

(Vendor must provide the individual cost breakdown for the components listed below and all related costs associated with the implementation.)

Product Bid		Unit Cost	Unit of Measure	Qty	Extended Cost
Hardware, Software & Implementation					
POS Inventory System		\$35,000.00	each	1	\$35,000.00
Mobile Scanner		\$100.00	each	6	\$600.00
Year One (from WVSASP acceptance of system) support, maintenance and training included.					
Maintenance, Support, System Upgrades and Training					
Year Two		\$20,000.00	per Year	1	\$20,000.00
Year Three		\$20,000.00	per Year	1	\$20,000.00
Year Four		\$20,000.00	per Year	1	\$20,000.00
Total Bid Amount					\$95,600.00

References:

Reference Name: Sven Anderson
Position: Oregon Surplus Property Manager
Address: 1655 Salem Industrial Dr. NE, Salem, OR 97301
Telephone Number: (503) 569-2654
Project Name: REUSE
Project Description: Surplus Property Management System

References:

Reference Name: Stephen G. Ladd-Wilson
Position: Electronic Reporting, Infectious Waste, & Administrative Rules Manager
Address: 800 NE Oregon St, Suite 772, Portland, OR 97232
Telephone Number: (971) 673-0138
Project Name: ORPHEUS
Project Description: Orpheus is a joint database development and integration effort co-sponsored by the Acute and Communicable Disease Prevention (ACDP) and the HIV, Sexually Transmitted Disease and Tuberculosis (HST) Programs within the Oregon Public Health Division.

References:

Reference Name: Dan Simonson
Position: CRNA, MHPA
Address: 2607 S. Manito Blvd., Spokane, WA 99203
Telephone Number: (509) 981-6274
Project Name: OSAEMR
Project Description: Open-Source Anesthesia Electronic Medical Record (OSAEMR) allows anesthesiologist to easily enter data on a iPad while working in environments with limited or no network and computing resources.

END OF PRICING PAGE

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Appworks - Matt Navane

Authorized Signature: [Signature] Date: 9-19-2018

State of Oregon

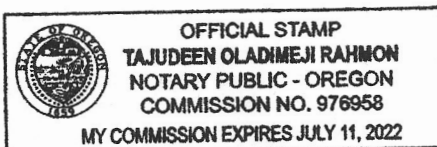
County of Multnomah, to-wit:

Taken, subscribed, and sworn to before me this 19th day of September, 2018

My Commission expires July 11th, 2022

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 01/19/2018)