2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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.

wvOASIS

Jump to: FORMS Go | Home | Personalize | Accessibility | App Help | About

Welcome, Lu Anne Cottrill | Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) | **Dept:** 0214 | **ID:** ESR09201800000001413 | **Ver.:** 1 | **Function:** New | **Phase:** Final | Modified by batch , 09/20/2018

Header 📎 1

List View

| General Information | Contact | Default Values | Discount | Document Information |

Procurement Folder: 478045

Procurement Type: Central Purchase Order

Vendor ID: VS0000001806

Legal Name: Trapeze Software Group

Alias/DBA: AssetWorks LLC

Total Bid: $114,653.00

Response Date: 09/20/2018

Response Time: 9:26

SO Doc Code: CRFQ

SO Dept: 0214

SO Doc ID: SUR1900000002

Published Date: 9/14/18

Close Date: 9/20/18

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 3 Point of Sale

Apply Default Values to Commodity Lines   View Procurement Folder

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 ESR09201800000001413	1

VENDOR

VS0000001806

Trapeze Software Group

AssetWorks LLC

Solicitation Number: CRFQ   0214   SUR1900000002

Total Bid : $114,653.00   **Response Date:**   2018-09-20   **Response Time:**   09:26:44

Comments:

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				$114,653.00

Comm Code	Manufacturer	Specification	Model #	
43230000				

Extended Description :	Point of Sale Inventory System

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

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

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-14	2018-09-20 13:30:00	CRFQ 0214 SUR1900000002	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X _____   FEIN # 98-0358175   DATE 9-20-2018

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

Addendum No.3

Addendum No. 3 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES MANAGER	ADMINISTRATIVE SERVICES MANAGER
DEPARTMENT OF ADMINISTRATION	DEPARTMENT OF ADMINISTRATION
SURPLUS PROPERTY	SURPLUS PROPERTY
2700 CHARLES AVE	2700 CHARLES AVE
DUNBAR WV 25064-2236	DUNBAR WV 25064
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System				

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

September 20, 2018

State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Ms. Melissa Pettrey, Senior Buyer

Dear Ms. Pettrey,

RE: Request for Quotation #CRFQ 0214 SUR1900000002 – Point of Sale Inventory System

AssetWorks is pleased to present its response for the State of West Virginia Department of
Administration, Surplus Property. After careful review of the proposal, AssetWorks is proposing our
state-of-the-art Surplus Management Suite ('SMS'), with built in POS, that is best suited to satisfy the
functional and service requirements outlined by the mandatory requirements. The system's unique
architecture was designed to accommodate the configurations that will be required to "fine-tune" the
existing modules in accordance with the detailed requirements of this project.

The persons authorized to negotiate the contract on behalf of AssetWorks LLC are:

Michael Borello   Shaun Callahan
Vice President   Vice President
Email: Michael.borello@assetworks.com   Email: shaun.callahan@assetworks.com
Phone: 412-809-0389 / Fax: 412-809-0777   Phone: 412-809-0660 / Fax: 412-809-0777

Please take a moment to review the enclosed and if you have any questions, your contact who is to be
contacted for clarifications is:

Sean Pugatch
Sales Director
Email: sean.pugatch@assetworks.com
Office: 512.347.7400 ext 1865 / Fax: 512.347.7525

I, Michael Borello, as Vice President of AssetWorks LLC am authorized to contractually obligate the
corporation and confirm the pricing quoted herein is valid for 120 days from 20 September 2018.

Sincerely,

Michael Borello
Vice President
Email: Michael.borello@assetworks.com
Phone: 412-809-0389 / Fax: 412-809-0777

Contents

Executive Summary

AssetWorks LLC is a wholly owned subsidiary of Constellation Software, Inc. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. Founded in 1995, Constellation is the headquarters for several vertical market software businesses that provide mission-critical solutions for customers in several industries. The organization has more than 10,000 employees and is publicly traded on the TSX under the symbol CSU. In 2017, CSI's consolidated revenues exceeded US $2.47 billion. Our complete 2017 audited financial statement is available upon request and can be submitted to the State electronically or hard copy.

AssetWorks is an industry –leading provider of technology and consulting solutions for asset and infrastructure intensive organizations in government, education, utilities, telecommunications, transportation, healthcare and the commercial sector. Our suite of Enterprise Asset Management (EAM) software solutions and professional consulting services enable organizations to improve maintenance practices, streamline operations, and improve accountability for mission-critical capital and infrastructure assets. In October 2008, Trapeze Software Group purchased MAXIMUS Asset Solutions Division. This acquisition was renamed 'AssetWorks LLC'. AssetWorks LLC (Tax ID# 98-0358175), is incorporated in Delaware, and is 100% owned by Constellation Software Inc., a Canadian company, (the ultimate parent).

Leveraging the latest Internet, e-commerce, and mobile computing technologies, our software and industry leading expertise help our customers maximize resource utilization, improve service delivery, and achieve substantial and measurable cost savings. Whether you are doing more with fewer resources, or managing more assets with the same amount of resources, AssetWorks provides a complete solution.

A large portion of AssetWorks' revenue is derived from existing, residual service contracts. This has provided us with a very stable base, and allows us to remain healthy and weather economic downturns. In 2000, we made a decisive move to transition our offering to the Software as a Service (SaaS) model, and for this contract, AssetWorks will be proposing a Vendor Hosted, SaaS Model. We have made the required investments in engineering, software, hardware, networking equipment, and related infrastructure, and have established ourselves as forerunners in this technology.

AssetWorks is eager to become the long-term partner and provide the technology and services for the Surplus Management System requested by the State of West Virginia. Because of our extensive experience providing asset, surplus and inventory management for state government, we are uniquely suited to provide a total and timely solution for this initiative. By tapping into our broad offering of surplus management solutions and experience in state and federal government applications, we are offering the State the following total package.

- AssetWorks Surplus Management System (SMS) – An existing web-based solution already in use by several states, including current modules that will meet or exceed every mandatory functional requirement listed for State Surplus Property management
- An Off-The-Shelf, comprehensive Surplus Management System that is already in production
- An Off-The-Shelf, POS Solution built into the Surplus Management System, and specifically designed for State Surplus Operations.
- Dedicated, experienced program and project management

- A thorough experienced-based understanding of the unique demands and requirements of state & federal surplus and inventory management applications
- An existing, robust, and dependable hardware and network infrastructure for providing surplus management software for state government. We have provided Enterprise Asset Management applications for State governments for 17 years.

Prior Experience:

The AssetWorks Surplus Management Software (SMS) system is provided using the "Software as a Service" (SaaS) approach and the system is exactly that – a service. AssetWorks built its business by delivering excellent software and services that meet the needs of our customers. Since our beginning in 1993, our core focus has been on providing asset (equipment), inventory and surplus management software for state government. By remaining focused on this vertical market, we have become a leading provider of customizable surplus management software in these environments.

AssetWorks Surplus Management Suite is best suited to satisfy the functional and service requirements outlined by the mandatory requirements. The system's unique architecture was designed to accommodate the customizations that will be required to "fine-tune" the existing modules in accordance with the detailed requirements of this project. The system's built-in utilities provide AssetWorks with the ability to successfully configure and tailor the existing software to meet the State's needs.

We understand that the state of West Virginia is seeking a surplus management system to accommodate the data management, sale and donation process, and reporting requirements for the state & federal surplus program. We are confident that our in depth experience working with many state surplus facilities with similar needs puts AssetWorks in an excellent position to successfully implement an effective surplus management system for the State of West Virginia.

AssetWorks has extensive experience providing our Surplus Management Solution (SMS) to state government agencies. This experience working with our customers has provided us with the necessary knowledge to consistently upgrade and improve our offering for state surplus property. AssetWorks has consulted extensively with other state surplus property agencies and understands the constraints, scope, processes, security, access requirements, workflow, regulations, and reporting requirements involved to configure and support this application. Most importantly, we understand that the successful implementation of this project depends on pre-existing, field tested functionality, and the understanding of the requirements to manage data in this environment, which are subtle and complex.

AssetWorks has established itself as a provider of both off-the-shelf and custom software, and has repeatedly demonstrated its ability to deliver projects of all sizes on time and within budget. Our project and program management skills have been proven in State and Federal Surplus implementations for several states, including:

- Louisiana
- Mississippi
- Alabama
- Illinois
- New Mexico
- Tennessee
- Georgia
- North Dakota
- South Carolina
- Oklahoma
- Kansas
- Texas

Also, our Federal Surplus system has been implemented, as a standalone system, in the states of
- Florida
- Arkansas
- Idaho
- Virginia
- Alaska

All of these projects have components that are very similar to the proposed project.

3. General Requirements

3.1. Mandatory Contract Item Requirements

3.1.1 Customer Database

AssetWorks Complies with this requirement, as clarified within Addendum No. 2 to the RFQ. The SMS database has 2 searchable customer account areas; one for the sale of State assets and a second for Federal Donees.

3.1.1.1.

AssetWorks Complies with this requirement. The database will store any and all customer accounts and buyers. If the customer does not exist at the time of sale, a new customer can be created at the POS counter. Name, address, phone number, and/or email address are just a few of the data elements which could be captured for a new customer. Field names, fields available, and fields required are put in place within the solution during implementation, and are setup according to requirements from WVSASP. Field data may be editable for future changes.

(Partial Screenshot of an Account Creation Example)

3.1.1.2.

AssetWorks Complies with this requirement. Only eligible Donee accounts are available for a Federal Donation and invoice. All of the data elements within this requirement are available along with the appropriate information to properly associate each Donee account to the proper area of the 3040 report. These include a 3040 Account Type and Government Level. Account numbers are required for all accounts and can be created based upon county, type and a sequence. Field names, fields available, and fields required are put in place within the solution during implementation, and are setup according to requirements from WVSASP. Field data may be editable for future changes.

Federal Donations Sidebar	Quick Search Donee Accounts
Donations	
Donee Accounts	
Donee Contacts	
Invoices	

Donee Account Number [   ] Donee Account Name [   ]

[Search]

⊙ Search Donee Accounts

⊙ Insert Donee Account

Donee Account Num *	[ ]
Donee Account Name *	[ ]
Phone Number	[ ]
EIN	[ ]
PeopleSoft Cust ID	[ ]
Type *	[▾]
Government Level *	[▾]
Established Date *	09/06/2018
License Expiration Date	[ ] 📅
Non-Compliant Date	[ ] 📅
HBUC	[▾]
Homeless	[▾]
Homeless Served Number	[ ]
State Agency Code	[ ]
Local Level	[ ]
SBA8A	[▾]
Letter Sent Date	[ ] 📅
Form Return Date	[ ] 📅
Memo	[ ]
Address Type *	[▾]
Address Line 1 *	[ ]
Address Line 2	[ ]
City *	[ ]
State *	WEST VIRGINIA ▾
Zip Code *	[ ]
County	[▾]

[Save]

(Partial Screenshot of Donee Account Creation Example)

3.1.1.3.

AssetWorks Complies with this requirement. Customers are searchable by account number or organization name at the POS counter. The system also has the ability to suspend accounts, and accounts are auto-suspended based upon an expired eligibility or license date. Suspensions can also be manually created for other reasons, and any suspended account will not allow a sale or donation to occur. Account suspensions can be resolved when as accounts are updated with proper documentation.

3.1.1.4.

AssetWorks Complies with this requirement. AssetWorks' SMS has the flexibility to, and will add in business rules to automatically trigger a percentage off of the total sale amount for State property. This business rule will allow for each account to have a preset number of items to trigger the business rule, and a preset percentage off of the total. Upon checkout, if the number of assets exceeds the preset number within the account, the sale will automatically process the preset percentage off of the total sale.

3.1.1.5.

AssetWorks Complies with this requirement. A current, standard report will be configured to meet this requirement.

3.1.1.6.

AssetWorks Complies with this requirement. There are documents and images areas throughout the SMS application. These include areas on the accounts, asset details, sales, and donations. There are numerous file types accepted, including PDFs.

3.1.1.7.

AssetWorks Complies with this requirement. Eligibility periods are set by WVSASP on each account. They are set by a Renewal Date, and email notifications will be sent to the customer automatically prior to their eligibility expiring.

3.1.2. State Inventory

AssetWorks Complies with this requirement. SMS will house all assets created within the database, and track all history on each asset record. SMS provides a robust ad-hoc search/reporting tool to search for all inventory records, and the POS module enables WVSASP to utilize the searchable database for all active inventory. WVSASP can print a barcode label for each asset created. Field names, fields available, and fields required are put in place within the solution during implementation, and are setup according to requirements from WVSASP. WVSASP has two, standard, options within SMS to create State Surplus Inventory records. Either option will uniquely create and identify assets, and enable WVSASP to utilize the full management and transactional capabilities within the SMS system.

Option 1 is for WVSASP to generate and receive a Surplus Transfers within the database. This option would allow the surplus department to maintain a transactional history of all assets being sent by the State Agencies to surplus. The surplus department would create the surplus transfer themselves, and receive the property into surplus' ownership.   This method will also provide WVSASP an easy way to print barcode labels, in bulk, for all assets received on an individual transfer.

Option 2 is for WVSASP to directly create asset/inventory records within the Assets Module of the SMS database without utilizing the Surplus Transfer area of the application. With the flexibility of the solution, WVSASP still has the ability to track the From Agency, and any other relevant data on each asset detail.

Asset Detail

Field	Value
Tag Number *	1800065-001-001
Asset Type/FA Group *	E - ACPU - Apple Computers
Asset Type	E
FA Group	ACPU
CAT Code *	IS6 - Computers - E
Useful Life	
Description *	Apple iMAC
Department *	00000 - SURPLUS PROPERTY
Building *	100
Room *	002
Contact Person	Sean Pugatch
Contact Phone	(555) 555-5555
Contact Email	sean@sean.com

-- Summary --

Field	Value
Condition	3-Fair
Serial Num/VIN	87464353434
Make/Manufacturer	APPLE
Model	IMAC
Model Year	2012

Field	Value
Status *	Active

-- Accounting --

Field	Value
Original Acq Cost	$0.00
Original Acq Date	05/14/2018
Original Acq Method	State Surplus
PO Number	
P-Card	
Vendor Name	
Federally Funded *	NO

-- Notes --

Field	Value
Notes 1	
Notes 2	
Notes 3	

-- Surplus Use Only --

Field	Value
Quantity *	1
UoM *	EA
Sales Price	$65.00
Location	STORE
Surplus Notes	
Date Available	05/14/2018

History

| Date	Field	New Value	Old Value	User	History Type
09/17/2018 01:38:19 PM	Room	002	100	SEAN PUGATCH	User Edit
09/17/2018 01:37:23 PM	Serial Num/VIN	87464353434	564654531321	SEAN PUGATCH	User Edit
09/17/2018 01:37:23 PM	Federally Funded	NO	-	SEAN PUGATCH	User Edit
09/17/2018 01:37:23 PM	Depreciation Method	STRAIGHT-LINE	-	SEAN PUGATCH	User Edit
09/12/2018 02:46:30 PM	Location	Store	DELIVER TO WAREHOUSE	SEAN PUGATCH	User Edit
07/26/2018 08:48:42 AM	Location	Deliver to Warehouse	DIRECT SALE	SEAN PUGATCH	User Edit
05/14/2018 08:14:52 AM	New Record by New Transfer :1800065	1800065-001-001	-	SEAN PUGATCH	User Edit
05/14/2018 08:14:52 AM	Inserted Accounting Transaction (Original Acquisition)	14844	-	SEAN PUGATCH	User Edit

Download

(Partial Screenshot of an Example of a State Surplus Asset Detail with the History Region)

3.1.2.1.

AssetWorks Complies with this requirement. There is no limit to the number of inventory items stored within SMS. This includes active and inactive records.

3.1.2.2.

Attaching documents and photos is standard functionality in AssetWorks applications. They can accommodate numerous file types including .xls, .doc, .wpd, .txt (comma delimited, tab delimited), .pdf, .123, .tif, .jpg, and .gif and can enforce restrictions on file size if needed. AssetWorks recommends the State choose a reasonable maximum file size in order to maintain reasonable performance for users with slower Internet connections.   Most AssetWorks customers have chosen a maximum file size of 500Kb to 700Kb. AssetWorks also includes standard functionality to "shrink" images when they are uploaded. This means that if the State chooses 700Kb as the maximum size for images, and a user uploads a file that is 900Kb, AssetWorks will automatically compress the file down to a smaller size. Users are able to insert, edit, and delete new images or documents. There is no limit to the number of documents and images within the database. The file size limitations are controlled through a customer setting within the application, and can be adjusted based upon the needs of WVSASP

(Partial Screenshot of the Documents & Images insert on an asset detail)

3.1.2.3.

AssetWorks Complies with this requirement. AssetWorks applications employ a unique and simple query tool for users to search the asset database.   Users can save all search parameters as well as view and delete saved searches. When the user selects the Report button, an ad hoc report generator is displayed. The user can then enter in multiple query settings to isolate the group that matches those settings. This screen supports many query options such as "Exact Match", "Partial Match at Beginning", "Partial Match at End", "Partial Match Anywhere", and "Non-Match" on each of the fields. In addition, filters can be set on multiple fields simultaneously.

AssetWorks' Report module works closely with our Ad Hoc or Advanced Search utility. Users can easily add many different qualifiers to any report and save that Base report as a New Report (or Saved Search). Therefore, our standard report list can be considered a standard layout, which users can expand according to their needs. AssetWorks takes advantage of the latest and most advanced web-based reporting tools available. All reports can be edited and saved as new reports, and new reports can be created at any time. Reports can also be deleted.

AssetWorks includes the ability to create custom report/search forms and incorporate them into the report module. The custom forms include fields from the database. AssetWorks also includes built-in utilities for setting filters to create, save and print ad hoc reports. In addition to our reporting building tool, AssetWorks utilizes Crystal Reports Enterprise for more complex reports. This award winning report generator and viewer package is the industry-leading tool for Internet-based reporting.

(Partial Screenshot of the Creation of an Ad-hoc Search/Report)

AssetWorks includes powerful user-friendly filter query utilities that allow users to "slice and dice" data in many ways. These filters can be viewed on screen, or printed at any time by clicking the "Printer" icon. This provides users with a simple tool for creating and printing an unlimited array of ad hoc reports based on any field in the database. All ad-hoc reports can be exported in CSV or PDF format. These reports are dynamic. AssetWorks' reports include optional security settings to restrict access to reports dependent on security profile. Also, users can be restricted to only report on assets in their assigned location.

3.1.2.4.

AssetWorks Complies with this requirement. SMS will automatically set a barcode number for each asset. To be utilized with scanning capabilities, the barcode number must be the unique identifier within the SMS solution. That numbering sequence will be based on requirements set forth by WVSASP. The asset information placed on the barcode label is determined by WVSASP during implementation.
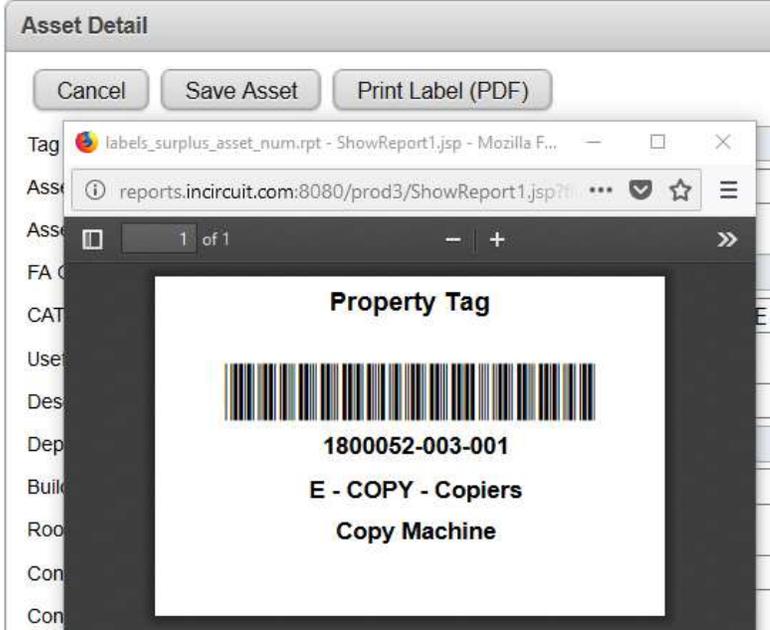
(Partial Screenshot of Barcode Label Creation from an Asset Detail)

3.1.3. Federal Donations

AssetWorks Complies with this requirement.

AssetWorks Federal Surplus was designed from the ground up to address all aspects of the Federal surplus inventory program, and includes comprehensive functionality for managing the Federal program from Form 123 processing to long term tracking of utilization and compliance records. The system includes detailed donee records, detailed issue document tracking (sales), automation of in-service and utilization mailings, compliance tracking, standard reporting and much more.

AssetWorks Federal Surplus Module integrates directly with GSAXcess by importing all of the Form SF-123's applicable fields directly in the software on a nightly basis. Each morning, surplus staff can log in, see what's been allocated, and receive transfers. AssetWorks tracks utilization using functionality at the inventory record level. The utilization requirements are set at the item level using predetermined criteria. Compliance data will be maintained in a ledger-style format that allows chronological entries to be made. Visit information will also be maintained in this same module. Non-compliance reports can be run to identify agencies for which the utilization entries are outside of the required parameters as well as viewing the customer record. The full 3040 report is automated through the reports module, and can simply be sent to GSA through imputing the data from the report into the GSAXcess website.

Federal Surplus Sidebar	Federal Surplus Detail							
Federal Surplus	Form 123	47-018-9846-45						
Fixed Price Vehicles	Creation Date	08/20/2018						
1033 Law Enforcement	From Account	DRMO BARKSDALE						
Abandoned Property	Remarks	GSA Web Servcie Automation						
Federal NASA	Pickup Type	Federal Surplus						
Federal 1122								
Accounts								

Add Assets

Create New Asset

Assets

View	DTID Number	Description	Qty Sent	Qty Rcvd	Service Charge	Freight Cost	Repair Cost	Status	Receiver
	4845416746413	Hospital Beds	10	10	$100.00	$0.00	$0.00	Received	USER, FEDERAL
	498476465454453	Tractor	1	1	$1,500.00	$0.00	$0.00	Received	USER, FEDERAL

Download

row(s) 1 - 2 of 2

[Cancel] [Delete Asset] [Receive] [Print Labels (PDF)] [Print Detail] [Print C5 Form]

> Documents & Images

(Partial Screenshot of a Form 123 Automatically Generated by the GSAXcess Interface)

3.1.3.1.

AssetWorks Complies with this requirement. A Federal Donation transfers ownership of Federal surplus assets to the Donee in the system, and maintains the asset record in the core module. Based on donation date and restriction settings, workflow process are established and pending visits and compliance records are created by the software. Notification options include reports, automatic email notifications, or popup windows. The same process is employed to schedule subsequent visits once the initial scheduled visit is completed. All transactions within the SMS database are tracked by user, date/time, value and type. This allows for an auditable history to be tracked on any action which occurs in the database.

3.1.4. Invoicing

AssetWorks Complies with this requirement. As a part of our standard implementation AssetWorks will configure two distinct invoices; one for State property sales and a second for Federal Donations. These invoices will be created to the specifications of WVSASP, and will be sequentially numbered based on beginning numbers provided by WVSASP.

3.1.4.1.

AssetWorks Complies with this requirement. Utilizing an existing customer, or creating a new customer at the POS transaction, will enable WVSASP to check out and produce an invoice configured to the specifications set forth by WVSASP. This will include all "AS IS, WHERE IS" statement and signature line.

3.1.4.2.

AssetWorks Complies with this requirement. All invoices generated can have payments posted against them. The list of payment methods provided within this requirement will be loaded as the options for payment. Split payment types and amounts is standardly available within the solution.

3.1.4.3.

AssetWorks Complies with this requirement. AssetWorks can and has added calculated sales tax fields into the POS module. The tax rate fields on header can be variable and can be defaulted and changed at the point of sale. The sales tax would calculate based upon the sales price and show as the amount charged to the customer. This would also show on the invoice.
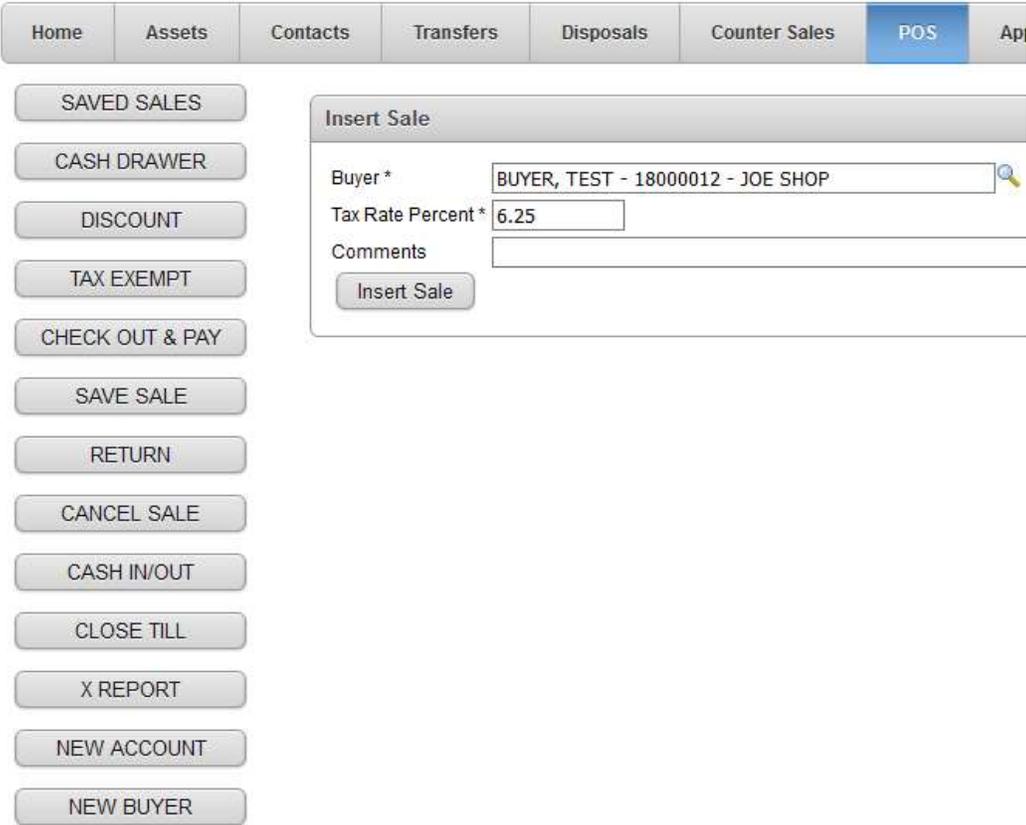
(Partial Screenshot of Creating a Sale within the POS Module)

3.1.4.4.

AssetWorks Complies with this requirement. A Federal Donation will produce a distinct invoice, configured to the specifications set forth by WVSASP, for Federal property. A customer who is not currently eligible for property will not be allowed to have a Donation processed to them based around standard business rules within the database.

3.1.4.5.

AssetWorks Complies with this requirement. Standardly, the SMS POS module has the ability to discount an entire invoice at the header level, and/or discount individual property line items on an invoice.

3.1.5. Reporting

AssetWorks Complies with this requirement. SMS comes with a number of standard reports for inventory listings, sale reports, donation reports, and account reports. On top of all standard reports, please see section 3.1.2.3. Regarding ad-hoc reporting.

3.1.5.1.

AssetWorks Complies with this requirement. Most standard reports are available to export to PDF, formatted Excel, or Excel with no formatting. Ad-hoc reports can be exported to PDF or opened in Excel as a .CSV file.

3.1.5.2.

AssetWorks Complies with this requirement. 3040 Reports are standard within SMS, and can be run at any time.

3.1.5.3.

AssetWorks Complies with this requirement. A current, standard report will be configured to meet this requirement.

3.1.5.4.

AssetWorks Complies with this requirement. A current, standard report will be configured to meet this requirement.

3.1.6. Barcode Scanners

AssetWorks is proposing the use of an EYOYO portable Bluetooth & 2.4G wireless barcode scanner to pair with a device. The EYOYO scanner can support connections with smartphones, tablets, computers and the operating systems like windows xp/7/8/10, Windows Mobile, Android OS, iOS.

3.1.6.1.

AssetWorks Complies with this requirement. 6 scanners are included within the pricing.

3.1.6.2.

The hardware Complies with this requirement. The transmission distance for the 2.4GHz wireless connection, in outdoors environment, is about 200m/ 656ft. Connecting the barcode scanner to your device via Bluetooth technology provides a transmission distance in outdoors environment of about 30m / 98ft.

3.1.6.3.

AssetWorks Complies with this requirement. The scanners pair with an individual device, and they can all be utilized at the same time in the same area.

3.1.6.4.

AssetWorks hardware options Complies with this requirement. Built-in 1000mAh rechargeable battery, the barcode scanner can keep 15 hours of continuous scanning after full charge. The standby time can up to 720 hours after full charge

3.1.6.5.

AssetWorks Complies with this requirement. The scanner will directly scan into the POS main system either connecting to the POS main terminal or to a tablet device the barcode scanner is connect to via Bluetooth. Each scan will add an asset to the sales transaction being built, and these line items will make up the invoice created.

3.1.6.6.

AssetWorks Complies with this requirement. To accomplish the act of printing multiple of the same barcode number from a scan, the following process is standardly built into the SMS software. Within SMS there is a standard Warehouse Labels by Asset Number report. The user will select to run this report which brings them to a new screen to scan the asset number. The scan of the asset's barcode will automatically bring up the barcode label for that asset. The user will select to print the label and choose the number of copies to print at once.

3.1.7. Accessibility

AssetWorks Complies with this requirement. SMS is a web based application and can be utilized on any web browser.

3.1.7.1.

AssetWorks Complies with this requirement. SMS is a web based application and can be utilized on any web browser.

3.1.7.2.

AssetWorks Complies with this requirement. Because SMS is a web based application, it is accessible to any device with internet connectivity.

3.1.7.3.

AssetWorks Complies with this requirement. Because SMS is a web based application, it is the full application is accessible through a web browser, and there is no need to download a dedicated "app". All functions of the full application are available including, creating new assets, view/modifying asset records, and completing inventory audits.

Inventory audits are done utilizing the "Validate" feature of the SMS application. Utilizing a Bluetooth barcode scanner connected to a device, the user will scan a barcode to pull specific information up about an asset. The user may choose to adjust certain data elements, or simply validate the asset record. Users without the permission to Approve will need each validation approved in order to accept the validation entry. Once approved, the validation will put an entry into the "Validation" area of the asset detail denoting the user and date of validation.

(Partial Screenshot of Asset Validation)

(Partial Screenshot of the Asset Validation Region on the Asset Detail)

3.1.7.4.

AssetWorks Complies with this requirement. Imports are available within the Admin menu of SMS, and will accept CSV files.

3.1.7.5.

AssetWorks Complies with this requirement.

3.1.8. User Accounts

AssetWorks Complies with this requirement. There's an unlimited number of administrative & surplus staff users allowed within SMS, and WVSASP can manage the user access to the application to assign a specific profile (role) within the solution. Please see 3.1.8.2. for further explanation on user profiles and security.

3.1.8.1.

AssetWorks Complies with this requirement. Permissioned users will have access to the asset category lookup table within the Admin menu of SMS. These users can add new or edit existing asset categories.

3.1.8.2.

AssetWorks Complies with this requirement. The Users module of AssetWorks SMS includes the ability to create new users, assign them to roles/profiles, reset passwords, suspend users, and modify permissions, and other similar user administration tasks.

AssetWorks includes the ability to define user-level security for all modules of the application. AssetWorks' security is implemented through the creation of Profiles that define security permissions. Users are created in the system and assigned to permission profiles. Custom profiles can be created for specialized users. Profiles can be created from a high level system administrator to a read-only user, and everywhere in between.

AssetWorks also utilizes "scope" security. This means that in addition to standard security restrictions, a user's level of access can be determined based upon the organization to which they belong. Scope allows for local or regional settings within a certain Profile. The combination of Scope and Profiles is very flexible, and supports creation of module, task, and field level security. Because security is enforced at the database, the system also allows creation of custom business rules to further enforce permissions and system procedures.

AssetWorks' location-based security allows the system administrators to create multiple organizations and locations within the system. Using these user-defined locations and sublocations (scope), and based on predefined permissions (profile), users can be assigned to access to specific departments or divisions within a department. When these users sign in, they view, edit, and query only the data assigned to their scope.

<u>User definable security Profiles</u>
- Unlimited number of Profiles available
- Module level security
- Function level security

The Reporting module of the application can be restricted based upon profile set up to enable or disable access to this area of the application. Also, the ability to share reports with other profiles can be restrict based upon a profile permission. Within the reporting module, any report can be restricted to specific profiles within the system. This means that users logged into SMS will only see the reports their profile has access to, if any.

3.1.9. Installation and Training

AssetWorks complies with this requirement, as clarified within Addendum No. 2 to the RFQ. The AssetWorks development team works in 2 iterations called sprints. During the project implementation, new updates and releases will occur every two weeks. This method also applies to all ongoing updates and releases after "go-live".

Project Sprints

By using short iterations, or sprints, risk is kept low. The team can adapt more easily to changes and provide the highest value as soon as possible. Once an iteration has been completed, tested, and accepted, it is optionally releasable on its own - **it is not necessary for all iterations to be completed before an individual iteration can be released**. Features are captured as small units called "stories" which are scheduled within a development sprint. Stories are elaborated overtime while in the product backlog (with details and acceptance tests). A story is assigned to a sprint in which time the scope of the story is locked.

a. AssetWorks creates and maintains a "backlog" of all items to be delivered as part of the project

b. Backlog items are prioritized jointly by the customer and AssetWorks so that work is performed on the highest priority areas first

c. AssetWorks works in an iterative model (as opposed to the traditional "waterfall model" where all information is gathered upfront and "locked in" and the customer must wait months to see any results)

d. Iterative Work (2 week iterations):
  i. Highest priority items are pulled from top of backlog
  ii. Requirements are clarified with customer for highest priority items to be worked on during iteration
  iii. AssetWorks works on items during iteration
  iv. AssetWorks demonstrates the items at end of iteration
  v. Customer provides feedback
  vi. Feedback is placed into backlog according to priority (so if feedback is important, it can be placed at top of backlog and worked on in the very next iteration)
  vii. Go back to step #1 to begin next iteration

Project Administration

AssetWorks will work with the WVSASP project manager to establish standard, online meeting times to discuss project task statuses and identify areas of concern before they impact overall project progress. AssetWorks will communicate with the project sponsor the status of any project issues as well as proposed corrective actions that can alleviate or resolve the issue. At contract award, AssetWorks will initiate our internal project tracking process using the AssetWorks **Project Collaboration Web Site.**

Project Collaboration Web Site (wiki)

This is a wiki-based web site and document repository that is easily editable by all project members using an intuitive interface. This tool is updated daily by AssetWorks and is accessible by the WVSASP's team at any time. The project web site includes all details agreed to in the project, as well as details on every task involved in the configuration and implementation of the project. Using this tool, progress can be monitored and the status of the project can be assessed by WVSASP at any time (in addition to the weekly project meetings). The wiki is also an ideal medium for document control for the communication of things such as table and format specifications.

Custom Report Programming

Any requested custom reports will be developed in accordance with the specification approval process outlined in the project scope of work. For specifications that are approved, an AssetWorks Report Writer will begin developing the report and will work directly with WVSASP for review and approval of specifications. Once development has been completed and tested by AssetWorks in its test environment, AssetWorks will deliver the new reports to WVSASP as either part of a next schedule numbered version release or as a stand-alone patch. After WVSASP has tested that the report works as required, the same update is applied to the production environment. The final report will become part of the base application and will be maintained by AssetWorks from that point forward.

AssetWorks provides report writing services on a time and materials basis. WVSASP is under no obligation to procure report development services from AssetWorks; and AssetWorks is under no obligation to develop or create all reports defined by WVSASP without appropriate Change Orders for changes to the project budget. When AssetWorks develops custom reports for WVSASP, AssetWorks takes full responsibility for maintaining the integrity of the reports with all new release updates. Once implemented, our application team will take on the responsibility for maintaining the reports. AssetWorks will also insure that WVSASP's reports will remain compatible with all future releases of SMS.

WVSASP also has the option of using the AssetWorks Ad Hoc report builder to modify a standard report, create new reports, and save custom reports for future use.

WVSASP Expectations

AssetWorks believes that clients retain our services with the expectation that AssetWorks staff, as paid professional consultants, will perform the necessary tasks in a high quality manner to successfully complete the project on time.

We do, of course, view the client as an active participant and anticipate your assistance with the following:

- **Dedicated Application User** – AssetWorks will channel communications, application functions and training procedures through this individual.
- **Procedural Protocol** – AssetWorks will focus application functions to specifically benefit the client and the Asset Tracking initiative based on established procedures.
- **Functional Training Facility –** AssetWorks will conduct on-site training in order to properly implement the solution as well as ensure that the client goals are reached. Initial training will be performed as part of system set up and is an additional service. Additional training once the initial training is available at an additional cost by contacting your partnership manager.
- **Logistical and Scheduling Support –** AssetWorks will need assistance from WVSASP to coordinate training and roll-out schedules, communications with field personnel, and setting up training sites.

Procedures for Handling Change Orders
Change Management
Change on any project is inevitable. The key is not eliminating change, but handling it effectively when it occurs. Since successful change management is such a vital part of any project, AssetWorks' project management services clearly define this process, allowing all project participants to be confident of how to handle any adjustments, issues or new ideas that may come up in the course of their implementation.

The Change Management process begins when a member of the project team identifies an issue or new business need. The issue or need is qualified to determine the exact scope and priority, as well as to determine if an adjustment to the plan is indicated.

The technical, procedural and practical feasibility of making the adjustment is evaluated and it is determined whether or not the adjustment falls within the scope of the contracted services. If the adjustment falls within the scope of the contracted services, action will be assigned and taken according to the project priorities. If an adjustment is deemed to constitute a change to the contracted services, a formal Change Request Form is completed to properly scope, evaluate and execute the change, should the customer authorize it.

By following this model small adjustments can be made quickly, without unnecessarily complex paperwork, and more significant changes can be clearly defined, allowing the customer to make a truly informed decision on whether or not to proceed.

Any change to the proposed statement of work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements.

The following requests during implementation would result in AssetWorks preparing a change order to be reviewed by the customer:

- Request for Functionality which would require the purchase of an additional module
- Proposed changes to workflow management within the application
- Proposed changes to interfaces already established within the statement of work
- Proposed changes to the application already established within the statement of work
- Requested changes to functionality and/or workflow that has already been developed, implemented, and accepted by the customer during the testing phase of that aspect of the system.

For instance, any software modification, interface or conversion plan will be included in a functional specification developed by AssetWorks. AssetWorks will work with the customer to understand the specific requirements and will create a detailed functional specification. Each specification will be reviewed with the Project Team with the final action item being a WVSASP sign-off so that the changes can procedure to a development stage. Once development has been completed, any software changes will pass through a detailed quality assurance phase. Once delivered to WVSASP, AssetWorks will review the changes that will conform to the WVSASP's approved specifications. Upon testing and review, AssetWorks will secure a sign-off on the final software changes. Unless mutually agreed upon by both parties, change orders are to be delivered after the primary implementation has been completed.

3.1.9.1.

AssetWorks Complies with this requirement, as clarified within Addendum No. 2 to the RFQ. AssetWorks will provide a full 1 time onsite training to prepare WVSASP for go-live. A full, WVSASP database specific, training manual will also be provided in a Word format. This manual can be utilized by WVSASP to assist with questions and training of internal staff members. On top of this, the AssetWorks support team provides unlimited phone and email support to WVSASP to assist with any questions which may arise. Please see 3.1.9.2. below for further explanation of the SMS support available.

3.1.9.2.

AssetWorks Complies with this requirement.

AssetWorks' goal is to provide world-class customer support on which our customers can consistently depend. Our customer support, engineering, and quality assurance departments are managed jointly, so that our support personnel are always well informed of new product functionality and issues can be quickly resolved. AssetWorks standard support hours are Monday through Friday 8am – 6pm EST.

AssetWorks offers a variety of support tools to ensure successful utilization of our applications. All screens include context sensitive help. Click on the help link on a particular screen, and the system displays content describing that screen and explaining any processes involved. Some help screens may also contain "Show Me" links, which are on-line tutorials. Complete with audio narration, these tutorials help the user see first-hand how the process works.

AssetWorks also includes "Getting Started" guides and tutorials to help new users navigate the system. The Sign-In screen contains a "Need help signing in?" link that users can click to get assistance if they forget their username or password.

Users can request support or ask questions from within the application by clicking on the "Support" link available on every page. This feature immediately notifies support representatives by placing the request in a queue for the next available rep. The support team usually answers requests within a few minutes. Depending on the nature of the issue, answers can be in the form of return email or direct calls to the user.

Lastly, users can simply pick up the phone and call a toll free number for telephone-based technical support. However, in our experience most end-user questions are procedural in nature and are usually best answered by a subject matter expert (SME) within the customer's organization. If that SME is unable to answer the question or if the question is technical in nature, the support can be transferred to AssetWorks.

In summary, system, application, and user support is available in the following formats:
- Context Sensitive Help that includes the ability to add internal procedures in the format of documents and/or tutorials
- Getting Started Guides and On-line Documentation
- Embedded Application Email Support
- Toll Free Telephone Support Lines

3.1.10. Warranty

AssetWorks will warranty all hardware purchased off of this agreement for 3 years.

3.1.10.1.
AssetWorks Complies with this requirement.

3.1.10.2.
AssetWorks Complies with this requirement.

3.1.10.3
AssetWorks Complies with this requirement. The annual renewal fee includes all hosting, maintenance, upgrades, and standard technical support.

3.1.11. Experience

With 17 current State customers, AssetWorks is the market leader for State & Federal Surplus Management Solutions. We built our business by providing quality software and services that meet the needs of our customers. Our core focus is providing surplus management software solutions to States and various other public institutions. By remaining focused on this vertical market, we have become a leading provider of surplus management software solutions.

AssetWorks has established itself as a provider of both off-the-shelf and custom software, and has repeatedly demonstrated its ability to deliver projects of all sizes on time and within budget. Our project management skills have been proven during statewide implementations for several states, including those referenced. Each of these projects have components that are very similar to the proposed project for WVSASP.

For this project to be successful, the contractor must have extensive experience with surplus management software and an understanding of surplus management demands facing state governments. Since our first surplus management system was installed, we have added a variety of software modules and functionality to our offerings. Our goal is to evolve our services and software offerings to effectively meet the ever changing needs of our customers. This particular project for WVSASP will not require us to build a software system from scratch. We can meet all requirements by configuring our base system for the State. The AssetWorks application will continue to be enhanced, upgraded and improved moving forward. By actively providing the hosting, AssetWorks can ensure the best possible service when it comes to performance tuning, backups, monitoring, and security.

3.1.11.1.
AssetWorks Complies with this requirement. Please see our references.

3.1.11.2.
AssetWorks Complies with this requirement. Please see our references

3.1.12. Printing

AssetWorks Complies with this requirement.

3.1.12.1.

AssetWorks Complies with this requirement.

3.1.12.2.

AssetWorks Complies with the requirement to print to a barcode printer to print one individual or multiple labels at a time. AssetWorks standard barcode labels are a 3x2 label, and AssetWorks is proposing a label printer as described below. AssetWorks can customize the barcode labels within SMS to work with the preferred methods; however, the work required to do so is more costly than the proposed printer.

3.1.12.2.

AssetWorks Complies with this requirement. AssetWorks is proposing to supply WVSASP with an Ethernet or Wireless enabled Zebra ZT230 Thermal Transfer Printer and necessary accessories. WVSASP has the option to go with the Ethernet enabled or Wi-Fi enabled printer. AssetWorks will supply WVSASP with a case of Resin Ribbon and a case of 3x2 Z-Ultimate 2000T White Labels.

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	AssetWorks Surplus Solution	$63,776.00	each	1	$63,776.00
Mobile Scanner	EYOYO Barcode Scanner	$75.00	each	6	$450.00
Year One (from WVSASP acceptance of system) support, maintenance and training included.					
Maintenance, Support, System Upgrades and Training					
Year Two	AssetWorks Surplus Solution	$16,809.00	per Year	1	$16,809.00
Year Three	AssetWorks Surplus Solution	$16,809.00	per Year	1	$16,809.00
Year Four	AssetWorks Surplus Solution	$16,809.00	per Year	1	$16,809.00
				Total Bid Amount	**$114,653.00**

AssetWorks References:

Reference Name: Scott Harrison, State of Alaska
Position: Federal Property Allocation Officer
Address: 333 Willoughby Ave., Juneau, AK 99801
Telephone Number: (907) 754-3405
Project Name: State of Alaska Federal Surplus Property
Project Description: Implementation of the State of Alaska Configured Federal Surplus Application

Reference Name: Floyd Colburn, Commonwealth of Virginia
Position: State & Federal Surplus Property Director
Address: 800 East Main Street, Wytheville, Virginia 24382
Telephone Number: (276) 223-0917
Project Name   Commonwealth of Virginia Federal Surplus Property
Project Description: Implementation of the Commonwealth of Virginia Configured Federal Surplus Application

Reference Name: Kristy Fierro, State of Texas
Position: State & Federal Surplus Property Director
Address: 6506 Bolm Road, Austin, TX 78721
Telephone Number: 512-463-3458
Project Name   State of Texas Federal Surplus Property & State of Texas State Surplus Property
Project Description: Implementation of the State of Texas Configured Federal Surplus Application. Currently, AssetWorks is implementing the State of Texas Configured State Surplus Application, including POS.

Reference Name: Steve Ekin, State of Georgia
Position: State & Federal Surplus Property Director
Address: 200 Piedmont Ave. SE Suite 1802 West, Atlanta, GA 30334-9010
Telephone Number: 404-657-8544
Project Name   State of Georgia State and Federal Surplus
Project Description: Implementation of the State of Georgia Configured State and Federal Surplus Application

Reference Name: Chris Barela, State of New Mexico
Position: State & Federal Surplus Property Director
Address: 1990 Siringo Road, Santa Fe, NM 87505-4757
Telephone Number: (505) 476-1949
Project Name   State of New Mexico State and Federal Surplus
Project Description: Implementation of the State of New Mexico Configured State and Federal Surplus Application

Reference Name: Chery Buxton, State of Kansas
Position: State & Federal Surplus Property Director
Address: 2830 SW Kanza Drive, Topeka, KS 66606-2499
Telephone Number: (785) 296-2351
Project Name   State of New Mexico State and Federal Surplus
Project Description: Implementation of the State of Kansas Configured State and Federal Surplus
Application

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.

Regional Account Manager

(Name, Title)

Sean Pugatch, Regional Account Manager

(Printed Name and Title)

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

(Address)

Phone: 512.347.7400 ext 1865 **Fax:** 512.347.7525

(Phone Number) / (Fax Number)

sean.pugatch@assetworks.com

(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.

AssetWorks LLC

(Company)
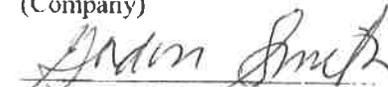
(Authorized Signature) (Representative Name, Title)

Gordon Smith, Portfolio Manager

(Printed Name and Title of Authorized Representative)

09/06/2018

(Date)

Phone: 610.687.9202 **Fax:** 610.971.9447

(Phone Number) (Fax Number)

Revised 06/08/2018

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 exceed 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: AssetWorks LLC
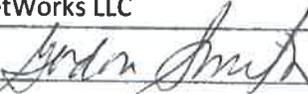
Authorized Signature: _(signature)_   Date: 09/06/2018

State of Pennsylvania

County of Chester , to-wit:

Taken, subscribed, and sworn to before me this 06 day of _____ September _____, 20 18

My Commission expires ___9/20/2021___ , 20___.

AFFIX SEAL HERE   NOTARY PUBLIC _(signature)_

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

Purchasing Affidavit (Revised 01/19/2018)

Attachment B - Exceptions

CONTRACTUAL EXCEPTIONS

State of West Virginia – West Virginia State Agency for Surplus Property

AssetWorks LLC ("Company") has reviewed the terms of the Request for Quotation ("RFQ"), including the General Terms and Conditions ("Customer Terms"). If awarded the opportunity, Company is prepared to discuss a mutually agreed contract with the State of West Virginia ("Customer") containing all relevant terms consistent with the Customer Terms and Company's response.

Reference	Term Description	Exception
Instructions Section 11 & General T&C Section 1	Exceptions and Clarifications/Customer Terms	Company is prepared to accept the Customer Terms, subject to the terms of Company's proposal (including these exceptions). Company requests clarification and/or exception for certain terms as detailed herein.
General T&C Section 8	Insurance	Company maintains industry standard insurance coverages and can provide a certificate of insurance upon request. Company requests to reconcile Customer requirements against Company's policy terms. Company would endeavor to provide 30 days' notice regarding cancellation of its insurance policy
General T&C Sections 18 & 19 & Specifications Section 7	Funding/Cancellation/ Vendor Default	Company requests for the termination for default terms be made mutual and include a 30-day cure period. Company is agreeable to termination rights for lack of funding appropriation so long as reasonable notice is provided.
General T&C Section 20 & Specifications Section 6.1	Time	The project is collaborative and will be performed pursuant to a mutually agreed project plan. Company requests for the "time is of the essence" terms to be deleted.
General T&C Sections 22 & 32	Subcontractor Compliance	For clarity, Company does not intend to utilize subcontractors in its performance of the services. Generally, Company excludes staff augmentation and vendors/contractors utilized in the normal course of business from any subcontracting requirements.
General T&C Section 26 & Specifications Sections 4.1.1 & 4.1.2	Subsequent Forms/Standard Terms	Company believes terms more robust than the Customer Terms are required to fully define the parties' rights and obligations with respect to the entire solution and suggests the use of Company's standard contract(s) or provisions contained therein (standard terms) to supplement the Customer Terms, especially with respect to the license of software and related services. Company is prepared to work in good faith with Customer, in a positive and expeditious manner, to negotiate a fair and balanced contractual arrangement. For clarity, any final contract will contain terms mutually agreed upon by Company and Customer.
General T&C Section 28 & Specifications Section 3.1.10	Warranty	Company provides limited warranties that are typical of the industry. Company will warrant that its solution will conform to published specifications for a period of 90 days. Company requests to disclaim warranties such as warranties of merchantability and fitness for a particular purpose. Any products/hardware included in the final contract is subject to the manufacturer's warranty only as Company does not provide a separate product/hardware warranty. Company requests the opportunity to negotiate any required warranty terms to reflect the proposed transaction.
General T&C Section 30	Privacy, Security and Confidentiality	Company requests mutual terms to include protection for Company's confidential information. Company was unable to access the link to the Confidentiality Policies and Information Security Accountability

		Requirements. Company requests the opportunity to review Customer's applicable policies and procedures for which compliance will be required.
General T&C Sections 35 & 36	Vendor Relationships/ Indemnification	Company will indemnify Customer for third party claims arising directly from Company's errors and omissions including those resulting (i) from the work performed or services rendered by Company; (ii) in property damage, personal injury or death; and (iii) in failure to comply with applicable laws. Company requests to clarify that the indemnification requirements excludes liabilities caused by Customer.
General T&C Section 39	Conflict of Interest	Company will provide notice to Customer in the event it becomes aware of any conflicts of interest. Company requests to delete the requirement to periodically inquire of its officers, members and employees to ensure a conflict of interest does not arise based on the administrative difficulties in managing such a requirement.
Specifications Section 3.1.9	Installation and Training/Billing Milestones	If AssetWorks is awarded this opportunity, it would request to discuss a mutually agreed project schedule and billing milestones.
Specifications Section 6.4	Return of Unacceptable Items	Generally, Company does not contractually agree to credit or refund all fees paid/the purchase price.
N/A	Limitation of Liability	By corporate policy, Company requires a limitation of liability in all contracts that limits liability to direct damages and caps the amount of liability to the contract value.

Attachment C – AssetWorks License and Maintenance Agreement

LICENSE AND TERMS OF SERVICE

1. **UNLESS THE PARTIES HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT REGARDING THE LICENSE AND USE OF THE SOFTWARE, AS DEFINED HEREIN, THE FOLLOWING TERMS AND CONDITIONS WILL BE LEGALLY BINDING ON CUSTOMERS UPON FIRST USE OF THE SOFTWARE PRODUCTS LICENSED FROM ASSETWORKS LLC, SUCCESSOR IN INTEREST TO INCIRCUIT DEVELOPMENT CORPORATION ("ASSETWORKS") AND SPECIFICALLY DEFINED IN THE APPLICABLE PROPOSAL, QUOTE OR ORDER FORM ISSUED BY ASSETWORKS ("SOFTWARE") AND ACCEPTED BY THE CUSTOMER IDENTIFIED ON SUCH APPLICABLE PROPOSAL, QUOTE OR ORDER FORM. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE USING THE SOFTWARE AND SERVICES.**

2. **License.** License to use the Software is granted pursuant to the License Agreement attached hereto as Exhibit B and is subject to a one time license fee.

3. **Terms of Service.** In consideration for fees in the associated quote AssetWorks provides its Service to Customer for an initial term of twelve months and subject to the terms and condition of the License Agreement ("Agreement"), attached as Exhibit B, and subject to the following terms and conditions in these Terms of Service. Unless otherwise terminated in accordance with these terms, this Agreement will automatically renew for additional one year terms.

    3.1. **Customer Must Have Internet Access.** In order to use the Service, Customer must have or obtain access to the World Wide Web, either directly or through devices that access Web-based content and Customer must pay and continue to pay any fess associated with such access. Customer must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.

    3.2. **Accuracy of Customer's Registration Information.** Customer agrees to provide true, accurate, current and complete information ("Registration Data") about Customer as prompted by the registration form Customer will fill out online in order to gain access to the Service. Customer further agrees to maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Customer acknowledges and agrees that if Customer provides any information that is untrue, inaccurate, not current or complete in a material way, or AssetWorks has reasonable grounds to believe that such information is untrue, inaccurate, not current or complete in a material way, AssetWorks has the right to suspend or terminate Customer's account.

    3.3. **Email and Notices.** Customer agrees to provide AssetWorks with Customer's email address, to promptly provide AssetWorks with any changes to Customer's email address, and to accept emails (or other electronic communications) from AssetWorks at the email address Customer specifies. Customer further agrees that AssetWorks may provide any and all notices, statements, and other communications to Customer through either email, posting on the Service (or other electric transmission) or by mail or express delivery service.

3.4. **Password, Access, and Notification.** Customer may designate up to the number of users under the Customer's account, which corresponds to the level of Service Customer is receiving from AssetWorks, and Customer may provide and assign unique passwords and user names to each authorized user. Customer acknowledges and agrees that the license granted is not a concurrent user license and that customer is prohibited from sharing passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. AssetWorks will act as though any Electronic Communications it receives under customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify AssetWorks if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number.

3.5. **Customer's Lawful Conduct.** The Service allows Customer to send Electronic Communications directly to AssetWorks and to third parties. Customer agrees to comply with all applicable local, state, federal and foreign laws, treaties, regulations, and conventions in connection with its use of the Service including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send any Electronic Communications from the Service for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. Except as permitted by these Terms of Service and the Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by AssetWorks. Customer shall not license, rent, sell, lease, transfer, assign, distributed, display host, outsource, disclose, or otherwise commercially exploit or make the Service available to any third party other than an authorized user, including but not limited to creating internet links to the Service or "mirroring" or "framing" any part of the Service. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property rights (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by AssetWorks. Neither Customer, nor someone acting on Customer's behalf, will use the Service to solicit AssetWorks' customers for any purpose. Customer will ensure that any use of the Service by Customer's employees (or users) is in accordance with the terms and conditions of these Terms of Service and the Agreement.

3.6. **General Practices Regarding Use of the Service.** Customer acknowledges that AssetWorks may establish and change general practices and limits concerning use of the Service, and additionally in exceptional circumstances, AssetWorks may establish limits associated with Customer's usage of the Service. Customer acknowledges that AssetWorks reserves the right to restrict Customer's usage of the Service which exceeds limits set by AssetWorks. Customer agrees that AssetWorks may request Customer to purchase additional service commensurate with Customer's usage and/or data storage or, in the event that Customer refuses to comply with such request, AssetWorks may at its option restrict the Service to eliminate the offense and/or terminate Customer's Service in accordance with Section 8 of these Terms of Service.

3.7. **Third Party Software.** Customer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by AssetWorks. Until notified otherwise by AssetWorks, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by AssetWorks and to follow logon procedures for Service that support such protocols. Customer acknowledges that AssetWorks is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks or telecommunications facilities, including but not limited to the Internet.

3.8. **Transmission of Data.** Customer understands that the technical processing and transmission of Customer's electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to AssetWorks interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by AssetWorks. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to confirm and adapt such data to the technical requirement of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer aggress that AssetWorks is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by AssetWorks.

3.9. **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites of resources. Because AssetWorks has no control over such sites and resources, Customer acknowledges and agrees that AssetWorks is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

3.10. **AssetWorks' Support.** AssetWorks will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with Getting Started Guides, Knowledge Base and online help, as well as optional and "for fee" training classes. AssetWorks also offers Customer Support and Professional Service consultation. Customer acknowledges that AssetWorks has extensive experience helping Customer improve utilization and realization of benefits of the Service, and that not following the advice of AssetWorks in these areas may substantially undermine Customer's successful utilization of the Service.

3.11. **Proprietary Rights.** Customer acknowledges and agrees that the Service and any necessary software used in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content contained in sponsor advertisements or information presented to Customer through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

3.12. **Trademark Information.** AssetWorks, the AssetWorks logo, and other AssetWorks services marks, logos and product and service names are marks of AssetWorks (the "AssetWorks

Marks"). Customer agrees not to display or use the AssetWorks Marks in any manner without the owner's express prior written permission.

3.13. **Confidential Information.** Confidential information shall include Customer Data and any information that is clearly identified in writing at the time of disclosure as confidential. Each party agrees to keep confidential all confidential information disclosed to it by the other party or a third-party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information). AssetWorks will restrict its employees' access to Customer's confidential data to only those AssetWorks Employees necessary to successfully provide the Service. Confidential information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become public, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) has been otherwise lawfully known or received by recipient. Notwithstanding the foregoing, Customer acknowledges and agrees that AssetWorks may disclose Customer's confidential information to third parties to the extent necessary to provide products or services under this Agreement. This subsection (2.13) will not be construed to prohibit the disclosure of confidential information to the extent that such disclosure is required by law or order of the court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

4. **Limit of Warranties.**

4.1. **Warranty of Functionality.** AssetWorks warrants to Customer, for a period of sixty (60) days from the Start Date, that the service will substantially achieve the functionality described in the Getting Started Guides and in other related documentation (available at www.AssetWorks.com or successor Web site) and that such functionality will be substantially maintained is subsequent upgrades to the Service. AssetWorks does not warrant that the Service will be error-free. AssetWorks' sole liability for any breach of this warranty shall be to use commercially reasonable efforts to modify the Service to substantially achieve the functionality described in the Getting Started Guide and other related documentation or to refund the fees paid. AssetWorks shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the Start Date of the Agreement, and such notice must be sent to support@AssetWorks.com.

4.2. **Service Level Warranty.** AssetWorks warrants that the Service will meet the service levels outlined in Exhibit A hereto (and incorporated by reference herein) in any billing period. If in a billing period these uptime commitments are not met, Customer's sole and exclusive remedy is that AssetWorks shall credit Customer as described. Credit shall be for ASP. Any credit offer by AssetWorks is expressly conditioned upon Customer providing AssetWorks written notice of such failure sent to support@AssetWorks.com by the 30th day following such service level failures.

4.3. **Security, Data Maintenance and Backup Warranty.** AssetWorks warrants that AssetWorks will use commercially reasonable efforts to ensure that Customer's Data will be maintained accurately and safeguarded during the term of the Agreement, and any renewal terms. In the event of a breach of this provision, AssetWorks will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In

the event AssetWorks is unable to correct or restore Customer's Data, Customer's sole and exclusive remedy is to elect to terminated the Agreement and receive a pro rata refund of the portion of any fee that has been paid by Customer but for which the Service has not been furnished to Customer (as of the date of termination).

5. **Disclaimer of Warranties.**   EXCEPT AS STATED IN SECTION 3 ABOVE, ASSETWORKS DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.   THE WARRANTIES STATED ABOVE IN SECTION 3 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY AssetWorks.   THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.   CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSE.

6. **Limitations of Liability.**   CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH ASSETWORKS IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY ASSETWORKS OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES.   IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES DIRECT OR INDIRECT DAMAGERS OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR TORT, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THE AGREEMENT. THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OF REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF 12 MONTHS IN FEES APPLICABLE AT THE TIME OF THE EVENT. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THESE TERMS OF SERVICE AND THE AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE LICENSE OF THE SERVICE AND THAT, WERE ASSETWORKS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.   CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSION SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER. THE LIMITATION OF LIABILITY SET FORTH IN THE SECTION SHALL NOT APPLY TO ANY INDEMNITY OBLIGATION SET FORTH IN SECTION 7I BELOW.

7. **Indemnification.** AssetWorks will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) (collectively, "Losses") finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim, suite, action, or proceeding brought by any third party against Customer which arise out of or result from the infringement of any copyright, patent, trademark, or misappropriation of a trade secret relating to the Service, provided that Customer (a)

promptly give AssetWorks notice of the claim, suit, action, or proceeding; (b) gives AssetWorks control of the defense and related settlement negotiations; and (c) provides AssetWorks with all available information and assistance necessary to perform AssetWorks' obligations user this paragraph. If the Service is held to infringe any intellectual property right, AssetWorks may, in its sole discretion and at its own expense, either procure a license that will protect Customer against such claim without cost to Customer or replace the Service with a non-infringing Service. Customer shall have no remedy against AssetWorks, except it may terminate the Service and receive a prorated refund of the services paid for but not used as of the date of termination.

7.1. AssetWorks will indemnify, defend and hold Customer harmless from and against any Losses finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from AssetWorks' gross negligence in preventing unauthorized access to confidential Customer data, or AssetWorks' willful disclosure of such confidential Customer data, as determined by a court of competent jurisdiction in connection with a claim by a third party alleging a breach of confidentiality, provided that Customer (a) promptly gives AssetWorks notice of the claim, suit, action, or proceeding; (b) gives AssetWorks sole control of the defense and related settlement negotiations; and (c) provides AssetWorks with all available information and assistance necessary to perform AssetWorks' obligations under this paragraph. Customer shall have no remedy against AssetWorks, except it may terminate the Service and receive a prorated refund of the services paid for but not used as of the date of termination.

7.2. Customer shall defend and hold AssetWorks harmless from and against any and all Losses finally awarded against AssetWorks by a court of competent jurisdiction arising out of or in connection with a claim, suite, action, or proceeding brought by any third party against AssetWorks which arises out of or result from a claim by a third-party (i) alleging that the Customer Data or any Trademark, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 3.5 and 3.13 above, provided that AssetWorks (a) promptly provides Customer notice of the claim, suit, action, or proceeding (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all available information and assistance necessary to perform Customer's obligations under this paragraph.

7.3. The indemnification obligation contained in this Section shall survive termination of Licenses Agreement for one year.

8. **Termination.** Either party may terminate the Agreement upon thirty (30) days written notice to the other party in the event of a breach by the other party of any provision of these Terms of Service or by the Agreement between the parties, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon termination or expiration of the Agreement, Customer shall have no rights to continue use of the Service or Software. If the Agreement is terminated as a result of a breach on AssetWorks' part, AssetWorks shall refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Service not furnished to Customer.

8.1. **Accounts Not in Good Standing.** AssetWorks reserves the right at any time to suspend or terminate the Service (or any part thereof) or any accounts not in good standing upon notice to Customer. Customer agrees that AssetWorks shall not be liable to Customer or to any third party

for any discontinuation or termination of the Service in the event of the Customer's nonpayment of fees.

8.2. **Suspension or Termination of Services.** Customer agrees that AssetWorks, in its sole discretion, may without notice to Customer suspend Customer's access to the Service and may remove, delete, and/or discard any Electronic Communications or Customer Data within the Service in the event that AssetWorks reasonably concludes that Customer has violated these Terms of Service or the Agreement or acted inconsistently with the letter or spirit of these Terms of Service or the Agreement. In the extraordinary event that AssetWorks suspends Customer's access to the Service, AssetWorks will use commercially reasonable efforts to resolve the issues causing the suspension of Service. Customer further acknowledges and agrees that if after a reasonable period of time AssetWorks is unable to resolve the issues causing the suspension of Service to its satisfaction, AssetWorks may terminate Customer's use of the Service permanently upon notice to Customer, Customer agrees that AssetWorks shall not be liable to Customer or to any third party for any suspension or termination of the Service under these circumstances.

8.3. **Handling of Customers Data in the Event of Termination.** Customer acknowledges and agrees that following termination of Customer's account and/or use of the Service, AssetWorks may immediately deactivate Customer's account and that following a reasonable period shall be able to delete Customer's account and all related Customer Data and files in Customer's account and/or bar any further access to such information and/or the Service. However, in the event that Customer's Service with AssetWorks terminates, AssetWorks will grant Customer limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all amounts owed to AssetWorks. Customer further agrees that under the terms herein AssetWorks shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of data of any kind.

8.4. **Termination for Non-Renewal.** Customer acknowledges and agrees that AssetWorks may terminate Customer's use of the Service in the event that Customer does not renew its Agreement with AssetWorks, AssetWorks shall have the right, following a reasonable period, to delete Customer's account and all related Customer Data and files in Customer's account and/or bar any further access to such information, and/or the Service. However, in the event that Customer's Service with AssetWorks terminates, AssetWorks will grant Customer limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all amounts owed to AssetWorks. Customer further agrees that under the terms herein AssetWorks shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of data of any kind.

9. **Modification to the Terms of Service and the Service.** AssetWorks reserves the right at any time and from time to time to modify these Terms of Service. AssetWorks further reserves the right to modify, temporarily or permanently, the Service (or any part thereof).

10. **Discontinuation of the Service.** Customer acknowledges that AssetWorks reserves the right to discontinue offering the Service at the conclusion of Customer's then current term. Customer agrees that AssetWorks shall not be liable to Customer or to any third party for any reasonable modifications or discontinuance of the Service, under the terms herein or in the Agreement.

THE UNDERSIGNED REPRESENTS THAT HE / SHE HAS THE REQUISITE AUTHORITY TO ENTER INTO THIS AGREEMENT AS AN AUTHORIZED AGENT OF THE PARTY NOTED BELOW.

ACKNOWLEDGED AND AGREED:

CUSTOMER: ASSETWORKS:

By: _____

Title: _____   By: _____

Company: _____   Title: _____

Date: _____   Date: _____

EXHIBIT A
Service Level Agreement

A. PURPOSE AND GENERAL DEFINITIONS

1. <u>Purpose</u>.   The purpose of this Service Level Agreement (hereafter "*SLA*") is to define the service levels for the Application Service Provider ("ASP") Service.

2. <u>Definitions</u>. The following terms used in this Agreement have the meanings set forth below:

   "Available" means with respect to ASP a positive response to the Service Level Test.

   "Customer Caused Outages" means the period of time during which the ASP Service may be temporarily interrupted as a result of customer's applications or actions

   "Planned Outages" means the period of time the ASP Service may be temporarily interrupted for scheduled maintenance, or for any other agreed reason or purpose.

   "Service Interruption Event" means an event such as flood, extreme weather, fire or other natural calamity, acts of government agency, war, riot, civil unrest, work stoppage or strike, or any similar event, or any other event outside of the control of AssetWorks that causes such ASP to be unavailable under this Specification Sheet.

   "Service Level Test" comprises a query of the default web page and a query of a default database table.

   "IDC" means Internet Data Center, and may be any one of AssetWorks' contracted data centers.

SECURITY

   <u>Security</u>.   The ASP physical environment will be restricted to AssetWorks and other representatives authorized by AssetWorks.   Customer shall have no right to take possession of or to otherwise physically inspect any portion of an ASP environment.

B. ASP SERVICE LEVELS

1. <u>ASP Technology (ASP)</u>.   ASP Services are provided to Customer through an ASP located in an AssetWorks IDC. The ASP includes all networking equipment necessary to connect the customer to an AssetWorks IDC Backbone. The ASP denotes the line of demarcation of the environment AssetWorks is responsible for under the terms of this SLA but expressly does not include the DNS for Online Auction. The ASP Services do not include any bandwidth or facility services.

2. <u>Authorized Personnel</u>. The ASP Service is provided and maintained by expressly authorized personnel, which may include contractors and subcontractors.

3. <u>Changes and Upgrades</u>. Changes to the hardware, software or upgrade by the customer in the ASP environment will be administered in accordance with the AssetWorks Change Management policy.

4. Monitoring. AssetWorks monitoring tools will monitor the managed networking equipment, web servers and database servers.

REMEDIES

1. Definitions. As used herein, the following additional terms have the meanings set forth below:

   1.1.   "Downtime" is defined as unplanned outages during the annual billing period.

   1.2.   "Unplanned Outages" are defined as the time that is tracked in five (5) minute intervals for each failed Service Level Test occurring outside a Planned Outage, Customer Caused Outage, or Service Interruption.

   1.3.   "Service Credit" means $1/365^{th}$ or 0.274% of the ASP annual fee billed for each hour of Downtime below 95% availability in each year. The one-year period corresponds to the yearly AssetWorks billing period for the customer. The Service Credit is based on an allocated yearly fee and applied only as a credit to the next year's renewal fee, provided the claim is made within thirty (30) days of end of billing period. Customer should report any Unplanned Outage to AssetWorks customer support.

2. 95% Availability Guarantee. Customer's sole and exclusive remedy shall be one (1) Service Credit for each hour of downtime. These remedies are cumulative in respect to one billing period and only for the ASP Service. The aggregate maximum number of Service Credits to be issued for any and all Downtime periods that occur in a single billing period shall not exceed the equivalent of the total annual fee for that billing period. .

3. Required Configuration Change. If AssetWorks determines that the Customer's configuration requires upgrades or additions to prevent recurring outages and advises the Customer of necessary modification or upgrade, the Customer must make the required upgrades or modifications to remain eligible for future credits.

4. Exclusive Remedy. Except as set forth in this Section D, no other service level warranty will apply to the provision of the ASP Services. In light of the fact that damages from unscheduled downtime or other failure to provide the ASP Services would be impossible to ascertain and that the remedies set forth in this Section D have been arrived at in good faith as a reasonable estimate of compensation and not as a penalty, the Customer's remedy shall be fixed and liquidated as set forth in this Section D. In no event will the total remedies available to the Customer exceed those set forth in this Section D. The remedy set forth in this Section D shall be Customer's sole and exclusive remedy for any failure to provide the ASP Services. No Service Credit shall be due, and AssetWorks shall have no liability for any failure to provide the ASP Services (a) during any Planned Outage, (b) resulting from a Service Interruption Event, or (c) caused directly or indirectly, by the acts or omissions of Customer or its representatives or by Customer Equipment or Customer's representatives' equipment (as defined in the services agreement between AssetWorks and the Customer).

5. Customer Interference. Neither AssetWorks nor any third party shall be responsible for acts or omissions of Customer's representatives that result in failure of, or disruption to, the ASP Services. Customer agrees that neither Customer nor its representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures taken by AssetWorks or any third party relating to ASP. Any such attempts may, among other things, cause failure of or disruption to

the ASP Services. Any failure of or disruption to the ASP Services resulting from a violation of these provisions shall be considered a Service Interruption Event and Customer will have no right to any Service Credit or other remedy with respect to such failure or disruption. Subject to the limitations set forth in the services agreement between Customer and AssetWorks, Customer will be responsible for, and will indemnify AssetWorks and all affected third parties for, any damage or service interruptions caused by Customer or its representatives in violation of these provisions, including, without limitation, any damage to any non-Customer-supplied equipment. Further, Customer agrees to compensate AssetWorks and any such third party, at the then current rates, for all remedial services or losses resulting from any violation of the above provisions.

6. <u>Customer Security Practices</u>. Customer agrees that any equipment connected to non-Customer-supplied equipment or data networks will be adequately secured against unauthorized use and that Customer and its representatives will use generally accepted security practices to minimize any risks of unauthorized use of its or their networks and equipment.

7. <u>Limitations of Liability</u>: AssetWorks' entire liability and Customer's exclusive remedy against AssetWorks for any damages arising from any act or omission in connection with the ASP Services, regardless of the form of action, whether in contract, tort, strict liability or otherwise shall be limited to the Service Credits set forth in this Section D.

EXHIBIT B

License Agreement

This License Agreement (this "Agreement") is entered into between AssetWorks LLC., as successor in interest to InCircuit Development Corporation ("AssetWorks"), and the party named in the proposal, quote or order form ("Customer") as of the date the Customer first uses the online business application provided by AssetWorks and specified in the proposal, quote or order form provided by AssetWorks ("Software/Services").

1. **Service**.   AssetWorks shall host the Software/Services and may update the content, functionality, and user interface of the Software/Services from time to time at its sole discretion.

2. **System License Grant.** In consideration of the license fee paid by Customer and subject to the terms of this agreement and the Terms of Service to which this License Agreement is attached, AssetWorks grants Customer, its employees, and agents a nonexclusive, nontransferable license to use the Software/Services for internal business purposes provided that Customer is current on an AssetWorks ASP plan. Reselling of the Software/Services is prohibited unless expressly authorized by AssetWorks. Any rights not expressly granted are reserved by AssetWorks.

3. **License Term, Fee and Payment.**
This license commences on date AssetWorks provides access to the Software/Services for the fee set forth in the proposal, quote or order form issued by AssetWorks and accepted by the Customer. The fee is due as follows: Net 30. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less.
Payment Method: Corporate Credit Card or check payable to AssetWorks at the address set forth on the invoice.

This License shall continue, unless terminated within 30 days after the start of a renewal term.   Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breech. Upon termination of expiration of this agreement, Customer has no rights to continue use of the Service. If this Agreement is terminated as a result of a breech on AssetWorks' part, Customer's remaining payment obligation ceases.

4. **Terms of Service, Warranties & Limitations of Liability.** The license fee paid under this Agreement is subject to a thirty (30) day refund if the following conditions are met; (1) The Customer must not be able to use the Service as intended, (2) The Customer must request a refund within thirty (30) days of the start date of the term of the Agreement, (3) the refund request must be sent to AssetWorks via email to the sales representative or Billing@AssetWorks.com, (4) the refund request must include a detailed explanation of why the Customer cannot use the Service as intended, (5) the Customer must assist AssetWorks in verifying that the service cannot be used by the Customer in the manner intended. The Customer's sole and exclusive remedy is that AssetWorks will use reasonable commercial efforts to correct the Service so that the Service may be used by the Customer as intended within thirty (30) days of the refund request. AssetWorks will refund the license fee paid if the Service is not corrected.

EXCEPT AS PROVIDED IN THIS SECTION, ASSETWORKS MAKES NO WARRANTY OF ANY KIND WITH REGARDS TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. NETIHER PARTY WILL BE LIABLE

FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE OR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORSEEABLE.

5. **Miscellaneous**. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties. This Agreement and Incorporated Terms of Service represent the entire agreement of the parties and may not be modified unless expressly agreed to in writing by both parties. This agreement shall be governed in accordance with the internal laws of the State of Texas. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Each party shall be responsible for compliance for all applicable laws, rules and regulations, if any, related to the performance of its obligations under this Agreement. Neither party will be liable for any failure to perform any obligation (other than payment obligations) hereunder, or from any delay in the performance thereof, due to causes beyond its reasonable control.

Attachment D: Addendum Acknowledgements

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

Doc Description: Point of Sale Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2018-08-28	2018-09-12 13:30:00	CRFQ	0214 SUR1900000002	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X _____   FEIN # 98-0358175   DATE 9-12-2018

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

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES MANAGER	ADMINISTRATIVE SERVICES MANAGER
DEPARTMENT OF ADMINISTRATION	DEPARTMENT OF ADMINISTRATION
SURPLUS PROPERTY	SURPLUS PROPERTY
2700 CHARLES AVE	2700 CHARLES AVE
DUNBAR WV 25064-2236	DUNBAR WV 25064
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System				

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :

Point of Sale Inventory System

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

Doc Description: Addendum No. 1   Point of Sale Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2018-09-11	2018-09-20 13:30:00	CRFQ	0214 SUR1900000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X _____   FEIN # 98-0358175   DATE 9-20-2018

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

Addendum No.1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER		ADMINISTRATIVE SERVICES MANAGER	
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION	
SURPLUS PROPERTY		SURPLUS PROPERTY	
2700 CHARLES AVE		2700 CHARLES AVE	
DUNBAR	WV 25064-2236	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

Doc Description: Addendum No. 1   Point of Sale Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2018-09-11	2018-09-20 13:30:00	CRFQ	0214 SUR1900000002	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X   FEIN # 98-0358175   DATE 9-20-2018

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

Addendum No.1

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

SHIP TO	BILL TO
ADMINISTRATIVE SERVICES MANAGER	ADMINISTRATIVE SERVICES MANAGER
DEPARTMENT OF ADMINISTRATION	DEPARTMENT OF ADMINISTRATION
SURPLUS PROPERTY	SURPLUS PROPERTY
2700 CHARLES AVE	2700 CHARLES AVE
DUNBAR WV 25064-2236	DUNBAR WV 25064
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

SOLICITATION NUMBER: SUR1900000002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as SUR1900000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[X] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. **The bid opening has moved from 09/12/2018 to 09/20/2018.
    The bid opening time remains at 1:30 pm.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SUR1900000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[✓] Addendum No. 1   [   ] Addendum No. 6

[   ] Addendum No. 2   [   ] Addendum No. 7

[   ] Addendum No. 3   [   ] Addendum No. 8

[   ] Addendum No. 4   [   ] Addendum No. 9

[   ] Addendum No. 5   [   ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AssetWorks LLC
_____
Company

_____
Authorized Signature

9-20-2018
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

Doc Description: Addendum No. 2   Point of Sale Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-11	2018-09-20 13:30:00	CRFQ 0214 SUR1900000002	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X _[signature]_   FEIN #   98-0358175   DATE   9-20-2018

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

Addendum No.2

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER		ADMINISTRATIVE SERVICES MANAGER	
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION	
SURPLUS PROPERTY		SURPLUS PROPERTY	
2700 CHARLES AVE		2700 CHARLES AVE	
DUNBAR	WV 25064-2236	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System				

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

Doc Description: Addendum No. 2   Point of Sale Inventory System

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version
2018-09-11	2018-09-20 13:30:00	CRFQ	0214 SUR1900000002	3

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER
Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Signature X _(signature)_   FEIN # 98-0358175   DATE 9-20-2018

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

Addendum No.2

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES MANAGER	ADMINISTRATIVE SERVICES MANAGER
DEPARTMENT OF ADMINISTRATION	DEPARTMENT OF ADMINISTRATION
SURPLUS PROPERTY	SURPLUS PROPERTY
2700 CHARLES AVE	2700 CHARLES AVE
DUNBAR WV25064-2236	DUNBAR WV 25064
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

SOLICITATION NUMBER: SUR1900000002
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as SUR1900000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ]   Modify bid opening date and time

[X]   Modify specifications of product or service being sought

[X]   Attachment of vendor questions and responses

[ ]   Attachment of pre-bid sign-in sheet

[ ]   Correction of error

[ ]   Other

Description of Modification to Solicitation:

1. **To publish vendor questions and agency responses.**
2. **Changes to Specification Section 3.1.6.**
3. **The bid opening remains 09/20/2018 at 1:30 pm EDT**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

Q12. In reference to 3.1.2., there is mention of tag number, asset ID, and barcode number. Are these 3

distinct numbers tied to each asset record? Can you please explain the differences and uses for

each?

A12. They are distinct numbers tied to each asset. The tag number is assigned by the owning agency at the time of purchase. The Asset ID is assigned by Oasis when the asset is entered into the wvOasis asset tracking system. Barcode numbers will be created when the asset is retired from wvOasis and uploaded into the POS system.

Q13. In reference to 3.1.3., can you please provide examples of the categories of items provided by the

Federal Purchasing Code? Are these the same as Federal NSN codes?

A13. They are the Federal NSN codes.

Q14. Section 3.1.6. is entitled Barcode Scanners, and the requirements underneath that section reference

the printing of barcode labels and invoices. Is the requirement to be able to print labels and

invoices using the barcode scanner?

A14. The POS system must have the ability to print barcode labels and invoices, not the scanners.

Remove Section 3.1.6., 3.1.6.1., 3.1.6.2 in its entirety. Replace with....

3.1.6.   Barcode Scanners: Must have wireless barcode laser scanners with all software and hardware to operate.

   3.1.6.1.   Must have six (6) wireless barcode scanners programmed to the POS system.

   3.1.6.2.   Scanners must have a range of up to 500 feet from base station.

   3.1.6.3.   Must have the ability for six (6) scanners to operate in one (1) and the same area.

   3.1.6.4.   Battery must be rechargeable. Battery must have a minimum of 12 hours continuous use before the need of recharging.

   3.1.6.5.   Scanners must have the ability to export a series of scanned barcodes directly into an invoice being generated on the mobile app or POS main system.

   3.1.6.6.   Scanner should have the ability to export a series of scanned barcodes to the POS system for generation of barcode labels. The scanner is not to be a portable handheld printer.

Add Section 3.1.12. Printing:

3.1.12. Printing: All invoices, federal distribution documents, barcode labels and reports must be printable.

> **3.1.12.1.** Invoices, federal distribution documents, barcode labels and reports must configure to print with Microsoft 10 operation system.
>
> **3.1.12.2.** The preferred methods of printing barcode labels are to a Dymo LabelWriter 450 (or equal), and through Microsoft to Avery labels (or equal). The POS must have the ability to print one (1) individual or multiple labels at a time.
>
> **3.1.12.3.** If the POS system you are biding does not meet the above preferred methods in *3.1.12.2.* then your total bid price must include a printer for barcode labels.

Q15. In reference to 3.1.6.1., if a vendor has a recommendation for barcode label printing, should we provide said recommendation and pricing? If pricing should be provided, where should that be placed on Exhibit A: Pricing Page?

A15. If your POS is not compatible with the Dymo Label Writer 450 (or equal) or information cannot be exported to Microsoft to print on Avery labels, then the cost of your printing system would have to be included in the total bid. See Question 14.

Q16. Section 3.1.7.1. states that web browser accessibility is needed in the case where the mobile devices have no internet connectivity. Can you please clarify? How may a user utilize a web browser if the device does not have internet connectivity?

A16. Should we lose internet service or if our router is down, we need the ability to use 4G with our cellular carrier.

Q17. Section 8. Insurance: Our insurance coverage for all other state and university customers includes $1 million general liability and $1 million umbrella for excess liability. I believe the latter would cover commercial crime and third-party fidelity insurance. Is that sufficient?

A17. If the umbrella policy covers commercial crime and third-party fidelity insurance, it is sufficient. If a vendor does not have commercial and third-party fidelity insurance coverage, the umbrella policy will not cover it.

Q18. Section 8. Insurance: Since product delivery and training can be conducted online from a remote location may we have a waiver for automobile liability? None of our other customers have insisted on automobile liability.

A18. If everything will be done remotely, the automobile liability is not necessary.

Q19. Section 1. In this context, can you define the meaning of "related hardware"? In addition to directly related POS hardware, does it include servers?

A19. Does not include servers, but includes all hardware need to run the POS system.

Q20. Is the application to be installed on servers managed by the state, or should it be a hosted solution?

A20. Either solution would work.

Q21. Section 3.1.1.2. "The system must assign account numbers based on county, type of organization and sequence."

    a. Do you require the system to automatically generate these account numbers, or will you enter them manually?

        A. System must generate.

    b. If you require the system to generate them automatically, do you have a series of existing, human readable codes for your counties and organization types that can be concatenated together along with a unique, sequential numeric value, in order to auto-generate these account numbers?

        A. Yes

    c. Are you planning to have existing organization data imported, and if so, do those organizations already have their account numbers established?

        A. Yes

d. If the system generates unique, sequential account numbers for organizations, and organizations can be searched and identified by their county and organization type, would unique, sequential account numbers be sufficient in this context?

A. Yes, if the county numbers match what we currently use.

Q22. Section 3.1.2.3. Can you define the meaning and origin of the "retirement ID" field?

A22. Retirement is assigned by wvOasis (the system used to track State assets) each time an asset is disposed of.

Q23. 3.1.2.4. In our systems, each inventory number is automatically generated as a unique, sequential number. However, each inventory record has a reference to its originating department and asset type, and inventory records may be searched on those criteria among several others. Barcoded inventory labels already show the asset type (category) and can include the name of the originating department. Is this sufficient for your needs, or must the inventory number structure include direct reference to those entities?

A23. Yes, this is sufficient.

Q24. 3.1.6. Do the requirements in 3.1.6.1. And 3.1.6.2. relate directly to functionality that must be provided by the barcode scanner device, or are the barcode label and invoice printing capabilities only required of the main system?

A24. This is required of the POS system. We do not need handheld printers.

Q25. 3.1.7.1. The new Version 2.0 of our state application is browser agnostic and can be accessed on any mobile device (all tablets and smart phones, as well as iPod touch). Our federal application has unique functionality that currently requires the use of Internet Explorer, and will do until it is replaced with its own Version 2.0 in the next couple of years. Will the restriction to use Internet Explorer for the Federal application disqualify my response to the RFQ?

A25. We are changing the specifications to reflect Internet Explorer and/or Google Chrome.

Q26. 3.1.8. User Accounts: Our state application satisfies this requirement. Our federal application is generally configured to a customer's needs during the system set-up, providing access to specific screens according to a user's security level. To change a user's access, the system administrator would simply need to change their security level. Is that sufficient to meet this requirement and the requirement in 3.1.8.2?

A26. Yes

Q27. 3.1.7.1. The new Version 2.0 of our State application is browser agnostic and can be accessed on any mobile device (all tablets and smart phones, as well as iPod touch). Our federal application has unique functionality that currently requires the use of Internet Explorer, and will do until it is replaced with its own Version 2.0 in the next couple of years. Will the restriction to use Internet Explorer for the Federal application disqualify my response to the RFQ?

A27. We are changing the specifications to reflect Internet Explorer and/or Google Chrome.

Q28 Whether companies from Outside USA can apply for this? (like,from India or Canada)

A28. WV does not limit competition due to geographical location.

Q29. Whether we need to come over there for meetings?

A29. Possibly

Q30. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

A30. The awarded vendor must be capable of providing or performing all mandatory requirements.

Q31. Can we submit the proposals via email?

A31. No, please see section 4, related to response Submission and Format in the instructions to vendors responding to a centralized request for information included with the solicitation documents

Q32. In reference to 3.1.7.4., for what purpose will the State be importing data? Please describe the desired imports and the data sets which would need to be imported. Will all data be provided within 1 CSV file, or will the data be provided in multiple files?

A32. The State will need to import existing accounts. Account information includes: Organization name, account number, address, phone number, type of eligibility (State, federal, or both), eligibility expiration date, authorized representatives. This will be done with one csv file.

Q33. In reference to 3.1.9.1, is it anticipated that WVSASP will require ongoing trainings throughout the life of the contract? If the State is anticipating ongoing trainings, can the State please provide a number of trainings per year?

A33. Ongoing trainings should not be needed after initial training is complete as long as all areas of the program are covered in the initial training.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SUR1900000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[ ] Addendum No. 1	[ ] Addendum No. 6
[✓] Addendum No. 2	[ ] Addendum No. 7
[ ] Addendum No. 3	[ ] Addendum No. 8
[ ] Addendum No. 4	[ ] Addendum No. 9
[ ] Addendum No. 5	[ ] Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AssetWorks LLC
Company

[signature]
Authorized Signature

_9-20-2018_
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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

State of West Virginia
Request for Quotation
21 — Info Technology

Proc Folder: 478045

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

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-09-14	2018-09-20 13:30:00	CRFQ 0214 SUR1900000002	4

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AssetWorks LLC
998 Old Eagle School Rd., Suite 1215
Wayne, PA 19087
512-347-7400 ext. 1865

FOR INFORMATION CONTACT THE BUYER

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

Signature X _____   FEIN # 98-0358175   DATE 9-20-2018

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

Addendum No.3

Addendum No. 3 is issued to publish and distribute the attached information to the vendor community.
****

Central Request for Quotation

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 per the bid requirements, specifications, terms and conditions attached to this solicitation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES MANAGER		ADMINISTRATIVE SERVICES MANAGER	
DEPARTMENT OF ADMINISTRATION		DEPARTMENT OF ADMINISTRATION	
SURPLUS PROPERTY		SURPLUS PROPERTY	
2700 CHARLES AVE		2700 CHARLES AVE	
DUNBAR	WV 25064-2236	DUNBAR	WV 25064
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Point of Sale Inventory System	0.00000			

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description :
Point of Sale Inventory System

SOLICITATION NUMBER: SUR1900000002
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as SUR1900000002 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ]   Modify bid opening date and time

[ ]   Modify specifications of product or service being sought

[X]   Attachment of vendor questions and responses

[ ]   Attachment of pre-bid sign-in sheet

[ ]   Correction of error

[ ]   Other

Description of Modification to Solicitation:

1. **To publish vendor questions and agency responses.**
2. **The bid opening remains 09/20/2018 at 1:30 pm EDT**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Q1. Newly posted requirement 3.1.6.2. states that the scanners must have a range of up to 500 feet from the base system.
For what purpose is such a distance required? Does the operation have the ability to utilize these scanners paired with a tablet when use is needed further out from the POS terminals?

A1. We have a large lot and items may be located anywhere on our lot. Yes, the scanners can be paired with a tablet.

Q2. Can you please provide further detail regarding newly posted requirement 3.1.6.6. Is the intention for a barcode label scanned to produce another or duplicate printed barcode label when scanned?

A2. The scanner itself does not need to have the ability to print barcode labels. We want to be able to print multiple labels with one command. We want to be able to print multiple labels for the same item type.
Example: if we have ten $5.00 chairs, we want to be able to scan the $5.00 chair barcode and tell the system to create 10 labels with the same barcode.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SUR1900000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[   ]   Addendum No. 1   [   ]   Addendum No. 6

[   ]   Addendum No. 2   [   ]   Addendum No. 7

[✓]   Addendum No. 3   [   ]   Addendum No. 8

[   ]   Addendum No. 4   [   ]   Addendum No. 9

[   ]   Addendum No. 5   [   ]   Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AssetWorks LLC
_____
Company

_____
Authorized Signature

_9-20-2018_
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.