



West Virginia Purchasing Division

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.

Header

List View

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

Procurement Folder: 134451

Procurement Type: Central Purchase Order

Vendor ID: VS0000007096 

Legal Name: E-Innovative Services Group, LLC

Alias/DBA: E-ISG Asset Intelligence

Total Bid: \$37,153.33

Response Date: 11/30/2015 

Response Time: 17:49

SO Doc Code: CRFQ

SO Dept: 0214

SO Doc ID: SUR1600000001

Published Date: 11/30/15

Close Date: 12/8/15

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum 6 - Federal and State Inventory System 

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 134451

Solicitation Description : Addendum 6 - Federal and State Inventory System

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-12-08 13:30:00	SR 0214 ESR11301500000002454	1

VENDOR

VS0000007096
 E-Innovative Services Group, LLC
 E-ISG Asset Intelligence

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X **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	Inventory System, Installation, Maintenance and Warranty	1.00000	EA	\$37,153.330000	\$37,153.33

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description : Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty.

BID FORM - (Pricing Page)

Dated: 12/1/2015
 (Bidder to insert date bid submitted)

SUBMITTED BY:

E - Innovative Services Group (hereinafter called "Bidder")

**SUBMITTED TO: State of West Virginia
 Department of Administration
 Purchasing Division**

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

**INVENTORY SYSTEM, BARCODE SCANNERS,
 RELATED HARDWARE, INSTALLATION, MAINTENANCE
 AND WARRANTY FOR THE
 WV STATE AGENCY FOR SURPLUS PROPERTY**

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

Lump-Sum of Surplus Inventory System, Barcode Scanners, Related Hardware, Installation, Maintenance, and Warranty:	\$37,135.33
Year One Renewal of Annual Support and Maintenance Fee	\$3,092.94
Year Two Renewal of Annual Support and Maintenance Fee	\$3,092.94
Year Three Renewal of Annual Support and Maintenance Fee	\$3,092.94
OVERALL TOTAL COST:	\$46,414.15

Award based on Overall Total Cost. Renewal Options may be initiated by the Agency, agreed by the Vendor, and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

I (we) agree to perform the work to substantial completion (or beneficial occupancy) in 90 days following the date of Owner's Notice to Proceed.

RESPECTFULLY SUBMITTED:

SIGNATURE: 
 Signature

DATE: 11/30/2015

Name: ERIC BESORE
 Print

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SUR1600000001

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

E-Innovative Services Group
Company


Authorized Signature

11/30/2015
Date

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

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

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$500,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

12. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
13. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
14. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
16. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
17. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
18. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
19. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
20. **PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

E-Innovative Services Group
(Company)

ERIC BESEN ERIC BESEN CTO
(Authorized Signature) (Representative Name, Title)

443-451-2665 11/30/2016
(Phone Number) (Fax Number) (Date)

Requirement Number	Requirement Description	eEquip! Software Capability
3.1.1 Inventory System		
3.1.1.1	System must be able to track federal and state inventory and create federal distribution documents and state invoices generated from this inventory system.	Yes. eEquip! can be used to manage both federal and state inventories. Asset categories and other data fields can be used to identify the asset type. Based on the data that is entered into and already exists in the eEquip! system, the software will be able to auto-complete the Federal Distribution document (exhibit F) and the state invoices (exhibit C and E) including the signature line and info within exhibit D.
3.1.1.2	Must be able to store up to at least 100,000 inventory items with the option to expand the system's data-storage abilities at a later date, if it becomes necessary.	<p>Yes. The eEquip! license priced out enables users to manage up to 100,000 active inventory items. As items are sold or distributed, they are no longer considered active and will not count against the total even though the data still exists in the system.</p> <p>West Virginia may upgrade to the next license type at any time to expand the amount of active assets that may be managed in the system.</p>
3.1.1.3	Must have the capability of printing bar codes that can be printed and attached to inventory items for identification and point-of-sale purposes.	Yes. eEquip! can generate and print barcodes for item identification and point of sale. eEquip! has multiple barcode templates to choose from, custom label templates can be made during the on boarding process.

3.1.1.4	Must have the ability to search and recall inventory records at a minimum by tag, retirement ID, asset ID, date received, asset description, serial number, asset name, model information, year, and price.	Yes. eQuip! can search for inventory records by those data fields and more. The software includes robust inventory search capabilities. Each user can have their own list of saved custom searches, this enables the user to conveniently search by their preferred combination of data points. eQuip! also includes an Ad-Hoc query that allows users to search by any combination of data fields that exists in the system.
3.1.1.5	System must have the ability to sort contacts through search and folder/group creation of at least 1,500 eligible organization accounts with organization name, contact names, authorized representative, county, address, phone number, e-mail address, eligibility expiration date, license expiration date and type of eligibility of account (state, federal, both), and whether they are designated as a "Homeless and Needy Assistor," indicating the eligible organization provides assistance to the homeless and needy and recording any donations made by the WVSASP.	Yes. eQuip! does not have a limit on the amount of contacts that can be recorded in the system. Contacts are organized/grouped using categories. All listed information can be recorded about the contact, additionally the contact record screen is fully customizable to enable tracking of any desired information. Contacts that are "Homeless and Needy Assistors" can be designated accordingly (e.g. check box field), eQuip! will allow users to easily report on all donations made to these types of contacts.
3.1.1.6	Must be compatible with Windows 7.	Yes. eQuip! is compatible with Windows 7, XP, 8, and 10. It is also compatible with iOS, Android, and Linux operating systems.

3.1.1.7	System software must reside and operate from the agency's Microsoft Windows Server 2012 R2 -based data server located onsite in Dunbar, West Virginia. The database back-end must be supported on Microsoft SQL 2012.	Yes. The eEquip! application can be installed on MS Windows Server 2012 R2 while the database is hosted in MS SQL 2012.
3.1.1.8	System's back-end database must have the capability to be backed up to a remote server location.	eEquip! database utilizes SQL Server, this enables our customers to backup the database to a remote server location relying only on internal resources. This backup can be used to restore the primary database.
3.1.1.9	System's graphical user interface must allow users to log into the system using a web-based platform.	Yes. eEquip! is web based software. Users may access the web application via a web browser (IE, Chrome, Firefox, and Safari). This enables users to access the primary web based application on laptops/desktops and other consumer grade devices (e.g. tablets, large screen smartphones).
3.1.1.10	Must track and record three- or one-year eligibility period and basic registration history with notification of registration expiration.	Yes. Eligibility period can be tracked in eEquip! regardless of the duration. Stakeholders can be notified of upcoming registration expiration via email alerts and/or dashboard messaging.
3.1.1.11	Must offer at least a 3-year warranty on hardware.	The hardware included in this offer are the Zebra TC 55's (mobile hand held w/embedded scanner) and Zebra ZT230 (barcode printer). They both have Zebra's OneCare 3 year warranty protection.

3.1.1.12	Must provide phone-based customer support at minimum, Monday - Friday from 8am to 5 pm EST.	Yes. Phone based customer support is available Monday-Friday between the hours of 0800 AM to 5:00 PM EST for both software and hardware. Emergency support is available outside of normal operating hours.
3.1.1.13	Must provide User Training.	Yes. Complete user training is included in the OnBoarding service.
3.1.1.14	Software upgrades must be included in annual fee.	Yes. The Annual Maintenance and Support service includes access to software upgrades, patches, new reports, customer support site, user manuals, and 20 hours of dedicated support annually.
3.1.1.15	The inventory system should provide a way to modify existing asset fields and create custom fields by a system administrator or pernnissioned user.	Yes. eQuip! includes our "Form Designer" tool that enables permissioned users to modify existing fields or create custom fields for asset, location, and contact records. Access to this tool and many other aspects of eQuip! can be controlled through permissions.
3.1.1.16	The system must enable permissioned users to create new and modify existing asset categories.	Yes. Permissioned users can create new and modify existing asset, location, and contact categories.
3.1.1.17	The system should be able to send automatic alerts or reports via email.	Yes. This is a capability
3.1.1.18	The system must be able to import Microsoft Excel (xls/xlsx) and csv files.	Yes. eQuip! can import all three file formats.

3.1.1.19	The system must allow users to attach pictures and other files to asset records.	Yes. eQuip! enables users to attach any file to an items record. There is no limit to the amount of attachments per item record. Furthermore, eQuip! can be configured to automatically attach auto-populated files (e.g. exhibit E and F) once those transactions have been processed.
3.1.1.20	The system must be able to automatically generate a barcode number in a prescribed sequence (for example, by department, asset type, etc.)	Yes. eQuip! can automatically generate barcode numbers based on WVSASP's desired sequence. Sequences can vary depending on asset groups.
3.1.1.21	The system's mobile application must be compatible with iOS- and Android-based smartphones and tablets. The mobile app must also be compatible with WinMobile and Android barcode scanners.	Yes. eQuip! mobile can be installed and used on devices with Android, iOS, and WinMobile operating systems.
3.1.1.22	The mobile app must be able to sync with the web-based system to enable use when mobile device has no Internet connectivity.	Yes. eQuip! mobile requires users to login with their username and password, this ensures permissions "flow down" to the mobile app. The user will then wirelessly sync the mobile device with the eQuip! web application database, this downloads all information the user has permission to access locally to the device. After the sync, the use no longer needs internet connectivity to complete transactions. When the user has completed managing assets with the mobile app, they will again select sync to upload all data to the eQuip! web application.

3.1.1.23	The mobile app must allow users to create new assets, view/modify asset records, and complete inventory audits.	Yes. The eQuip! mobile app enables users to search for assets by location, create new assets, view/modify asset records, and complete inventory audits. Additionally the eQuip! mobile app enables smartphones and tablets to scan barcodes by using the built in camera to capture and scan the asset tag barcode.
3.1.2 Reporting		
3.1.2.1	The inventory system must provide a library of prebuilt inventory reports, such as current inventory available, inventory sold by date and inventory sold by customer.	Yes. eQuip! includes a couple dozen industry standard reports out of the box. The capability to report on currently available inventory and assets by customer and date range exist out of the box.
3.1.2.2	Reports must be exportable to Microsoft Excel and PDF formats.	Yes. All reports are exportable into MS Excel, PDF, and Word formats.
3.1.2.3	Must be able to create quarterly 3040 reports from information entered for federal distribution documents.	Yes, eQuip! has the capability to auto-populate the quarterly 3040 report with information that exists in the eQuip! system.
3.1.2.4	Must be able to create quarterly "Homeless and Needy" reports for federal property donated to eligible organizations designated as aiding the homeless and needy. Report should include fields for name of providers who received property, number of persons served at each provider (with total for the reporting period), value of property received (with total for the reporting period), and description of property.	Yes. eQuip! enables users to record all details about donation recipients as well as the donated property. Reports can be generated to identify the details outlined in the requirement.
3.1.3 User Accounts		

3.1.3.1	Must have a minimum of 12 user accounts with different access levels that can be changed by an in-house system administrator.	Yes. The eEquip! license priced out provides unlimited user accounts. The system comes with industry standard roles, but the system allows permissioned users to modify permissions for existing roles and create new roles with permissions fully defined by the creator. Users modify permissions in eEquip! via a simple interface.
3.1.3.2	System administrator must be able to adjust permissions for users to restrict access to application. Permissions must be able to be configured to allow read-only rights or to hide sensitive field information. Must be able to control access to reports for any users.	Yes. Designated system administrators control access to virtually all aspects of the application for each user. Any data field in eEquip! can be set to "view only" or "hidden" for any user. Administrators choose which reports each user has access to.
3.1.4 Accessibility		
3.1.4.1	Software inventory system must be accessible through mainstream tablets and smartphones.	Yes. The eEquip! Web application can be accessed via mainstream tablets (e.g. Apple, Windows, Android). eEquip! mobile can be accessed on Apple and Android smartphones.
3.1.4.2	The inventory system must be web based, accessible using Google Chrome, Microsoft Internet Explorer, and Mozilla Firefox web browsers.	Yes. eEquip! is a web based system that can be accessed via Google Chrome, Microsoft Internet Explorer, Mozilla Firefox, and Safari web browsers.
3.1.5 Installation		

3.1.5.1	<p>Vendor must perform programming of 5 wireless scanners. Wireless scanner function will relate to invoicing of both state and federal surplus property items where scanning of an item's bar code performs any necessary updates to corresponding property record in the inventory system database.</p> <p>In addition, system will generate inventory labels for incoming property items whose information is imported into the system from the Excel spreadsheet process, and the bar code on label corresponds to the newlycreated database record for each piece of property.</p>	<p>Yes. Programming, eEquip! Mobile installaiton, and other setup is included in the hardware services. Using eEquip! Mobile, WVSASP personnel will be able scan an item's barcode to view/modify the property record.</p> <p>Any asset, location, and contact information imported into the system via an Excel file will update the records accordingly. As indicated in a previous response, eEquip! enables users to generate the desired barcode label and print directly to a connected printer.</p>
3.1.5.2	<p>Vendor must provide installation, training and maintenance of system.</p>	<p>Yes. The eEquip! OnBoarding service that is included in the total soloution provides all support needed to transition to use of the eEquip! system. It includes software installation, data conversion and migration, training, and system setup.</p> <p>The Annual Maintenance and Support is also included in the offer. The Annual Maintenance and Support provides access to software upgrades, patches, new reports, customer support site, user manuals, and 20 hours of dedicated support annually.</p>
3.1.6 Invoicing		
3.1.6.1	<p>System must have the ability to generate invoices using the eligibility accounts and must have the ability to create distribution documents for federal property donations.</p>	<p>Yes. As indicated in previous responses, eEquip! has the ability to populate the desired invoices and federal distribution documents.</p>

3.1.6.2	Must be able to invoice the public and save the public customers' information for future invoicing	Yes. The eQuip! system can generate and print the desired invoice document. The public customers information will remain in the system and may be used for future transactions.
3.1.7 Barcode Scanners		
3.1.7.1	Must have the ability to scan anywhere on a 5-acre lot.	Yes. eQuip! mobile's sync feature enables users to scan and manage assets without internet or data connectivity.
3.1.7.2	Scanners must be handheld, wireless, and have Android or WinMobile operating system.	Yes. The Motorola TC55 included in the offer is a handheld wireless mobile scanning device with Android operating system.
3.1.7.3	Must have barcode printer which prints barcodes from inventory system.	The offer includes a Zebra ZT230 industrial grade printer. This ZT230 enables printing of barcodes from the eQuip! software system. This device can print at a speed of 6" per second.

Three References – eEquip! Software System

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eEquip! On Premise SOFTWARE MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made and entered into and effective upon purchase of support services by and between E-Innovative Services Group LLC (DBA E-ISG Asset Intelligence), having its principal place of business at 3500 Boston St, suite 316, Baltimore Maryland 21224, USA ("E-ISG"), and the Client.

WHEREAS, E-ISG has provided to Client **eEquip! On Premise** ("Covered Software") pursuant to a software license agreement between the parties (the "License Agreement"); and

WHEREAS, Client wishes to have E-ISG provide maintenance and support services pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

END USER SOFTWARE LICENSE OR SOFTWARE SUBSCRIPTION AGREEMENT

II. COVERAGE

During the term of this Agreement, E-ISG agrees to provide maintenance and support services for the Covered Software operating at the site(s) and on the hardware configurations listed in Exhibit A ("Maintenance Services"). Unless specifically listed in Exhibit A, Covered Software does not include hardware vendor operating systems and other system software, Client-developed software, and third-party software (except any third party software embedded in the Covered Software). There are three levels of service depending on the purchased agreement.

III. DESCRIPTION OF MAINTENANCE AND SUPPORT SERVICES

- A. **Support Services.** During the term of this Agreement, E-ISG will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with the accepted level of performance as set forth in the License Agreement. All releases for this product will be provided to Client free of charge provided that the agreement is in effect.

- B. Service Response. E-ISG will make available to Client an email address (the "Support Center Website") for Client to email requesting service of the Covered Software. The Support Center Website operates during business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Extended coverage is available for an additional fee. The Website can also be used to notify E-ISG of problems associated with the Covered Software and related documentation.
- C. Remedial Support. Upon receipt by E-ISG of notice from Client through the Support Center Website of an error, defect, malfunction or nonconformity in the Covered Software, E-ISG shall respond as provided below:

1. Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: E-ISG will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via email will be provided within four (4) hours. E-ISG will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Client as a work-around or as an emergency software fix. If E-ISG delivers an acceptable work-around, the severity classification will drop to a Severity 2.

2. Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted.

RESPONSE: E-ISG will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (24) hours. E-ISG will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to Client in the same format as Severity 1 problems. If E-ISG delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

3. Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: E-ISG will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

4. Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from E-ISG.

RESPONSE: E-ISG will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

- D. Maintenance Services. During the term of this Agreement, E-ISG will maintain the Covered Software by providing software updates and enhancements to Client as the same are offered by E-ISG to its licensees of the Covered Software under maintenance generally ("Updates"). All software updates and enhancements provided to Client by E-ISG pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:
- a. Bug fixes;
 - b. Enhancements to market data service software provided by E-ISG to keep current with changes in market data services or as E-ISG makes enhancements;
 - c. Enhancements to keep current with the current hardware vendor's OS releases, as available from E-ISG, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by E-ISG; and
 - d. Performance enhancements to Covered Software.
 - e. Updates could also include:
 - Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - New functions such as (i) new functionality in the Asset Management infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

Updates will be provided in machine-readable format and updates to related documentation will be provided in hard copy form. All such deliveries shall be made by a single communication to a single Client designated distribution point specified in on the Support Website. Duplication, distribution and installation of Updates is the responsibility of Client. If requested, E-ISG will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

E-ISG will provide support services for previous releases for a minimum period of six (6) months following the general availability of a new release or software update. After this time, E-ISG shall have no further responsibility for supporting and maintaining the prior releases.

E-ISG assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the Client has made changes to the system hardware/software configuration or modifications to any supplied source code which changes effect the performance of the Covered Software and were made without prior notification and

written approval by E-ISG. E-ISG assumes no responsibility for the operation or performance of any Client-written or third-party application.

- E. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) training; (5) out-of-pocket and reasonable expenses, including hardware and related supplies; or (6) any other activity set forth in Articles IV through VI of this Agreement.

IV. ON-SITE SUPPORT

If requested by Client and for additional fee, E-ISG shall maintain personnel at any of the Covered Sites. On-site personnel will perform ongoing system administration, monitoring, reconfiguration and tuning, problem diagnosis, and resolution, and interfacing with Client personnel on production system issues, to the extent possible during normal business hours. These personnel shall also be responsible for the installation of new E-ISG software releases on the production system and the distribution of documentation updates. In addition, on-site personnel will provide training to Client personnel on the operation and administration of the Covered Software as time permits.

V. TIME AND MATERIALS SERVICES

- A. For Non-E-ISG Problems. In the event that Client notifies E-ISG of a problem experienced by Client in connection with the operation of the Covered Software, E-ISG shall respond as provided in Section III B, above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software, Client shall compensate E-ISG for all work performed by E-ISG in connection therewith, on a time and materials basis at E-ISG's then current standard rates, unless otherwise agreed by the parties in writing at the time, plus expenses. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Client.
- B. For Non-E-ISG Software. Upon request and reasonable notice from Client, E-ISG will provide assistance in the installation of non-E-ISG software on a time and materials basis, plus expenses. Non-E-ISG software consists of any software not specifically listed in our product Agreement, Section II, including the following:
 - 1. New releases and updates to hardware vendor operating systems and other system software not listed in our Product Agreement;
 - 2. Client-developed software; and
 - 3. Third-party software (except third party software embedded in the Covered Software).

VI. ACCESS

Software Maintenance is conditioned upon provision by Client to E-ISG of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities, and remote log-in capabilities. E-ISG will maintain security of the system and use such access only for the purposes of this Agreement and will comply with Client's standard security procedures. Information accessed by E-ISG agents or employees as a result of accessing Client's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed concurrently between the parties hereto.

Client shall also use commercially reasonable efforts to provide an active voice telephone line at each site which is available continuously when required for support access.

VII. PROBLEM REPORTING AND TRACKING PROCEDURES

Client may use the services described herein only by making reference to the authorized support Agreement number. All such reports and requests will be made through the authorized individuals (up to two [2] per site), designated by Client in Exhibit B, who may be changed by Client from time to time by written notice to E-ISG. A twenty-four (24) hour Support Center Website is provided for problem reporting outside of normal business hours.

VIII. FEES

- A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in our standard pricing list. Any time a site or software package is added or deleted from the product list, E-ISG will automatically adjust and/or amend these lists accordingly.
- B. Rates will be reviewed and adjusted accordingly when another site is added and/or the asset limit increases (i.e., added equipment and/or installed software) and/or software to be supported exceeds the Covered Software.
- C. Expenses. Client agrees to reimburse E-ISG for reasonable expenses related to the performance of services. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance. Expenses for travel and travel-related expenses and individual expenses in excess of US\$500 require the prior approval of Client.

IX. PAYMENT

- A. Maintenance and Support fees will be invoiced annually, thirty (30) days in advance of the start of the 12 month service period.
- B. The charges for time and materials services and any expenses as described in this Agreement will be invoiced each month for charges (services, material and expenses) incurred in the previous month.
- C. All undisputed invoices shall be due and payable within thirty (30) days of the date of the invoice.

X. SUPPORT AGREEMENT NUMBER

For purposes of problem notification, it is necessary for Client to utilize the Client account on the SUPPORT Website.

XI. EXCLUSION OF LIABILITY

E-ISG MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND

THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH E-ISG IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY E-ISG OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, E-ISG SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL E-ISG BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO E-ISG UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

ANY LIMITATION ON EITHER PARTY'S LIABILITY IN THIS AGREEMENT WILL NOT ACT TO LIMIT LIABILITY FOR PHYSICAL DAMAGE TO TANGIBLE PROPERTY OR FOR BODILY HARM, TO THE EXTENT CAUSED BY THE PARTY.

XII. TAXES

Client shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated, which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, Client shall promptly pay to E-ISG an amount equal to any such items actually paid, or required to be collected or paid by E-ISG.

XIII. GENERAL

- A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement.
- B. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.
- E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

- F. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement.
- G. Each party may terminate this Agreement in case there is a change of control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid.

XIV. TERM AND TERMINATION

The term of this Agreement shall be for one (1) year. Software Maintenance service shall commence upon the purchase and activation of the software set forth in the License Agreement and shall remain in effect for the original one-year (1-year) term. At the end of the one-year term and any subsequent anniversaries, the Client may choose to renew the Maintenance service for another year. If the Client doesn't choose to renew, the Maintenance service agreement expires at the end of the term. Upon such expiration, neither E-ISG nor Client shall have any further obligations hereunder.



END USER SOFTWARE LICENSE OR SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement ("Agreement") is made and entered into and effective upon sales of the perpetual license for **eEquip! On Premise**, or the subscription to **eEquip! SaaS** from E-Innovative Services Group LLC ("**E-ISG**"), with its principal place of business at 3500 Boston St, suite 316, Baltimore, Maryland 21224, USA ("E-ISG"), to the Client.

License for eEquip! On Premise

1. When the Client buys perpetual licenses for **eEquip! On Premise**, E-ISG grants the Client ("Licensee") a nonexclusive, non-transferable perpetual license to use the Licensed Software and the Documentation for its own internal business purposes, subject to the terms of this Agreement.
2. Licensee may use the Licensed Software on a single site installation or multi-site installations, depending on the type of license. A single site installation is to install one **eEquip! On Premise** software application and one database. Multi-site installations are to install multiple **eEquip! On Premise** software applications and multiple databases.
3. Licensee agrees not to rent, lease, sublicense, time-share, or otherwise distribute the Licensed Software, or to host applications to provide service bureau, time-sharing, or other computer services to third parties.
4. E-ISG may provide Licensee with one copy of the Licensed Software, web APIs and SDKs, for archival purposes. The Licensee's in-house technical support team may run tools against the Licensed Software to determine the database structure for purposes of troubleshooting problems and creating a work-around. The archival copy will include E-ISG's copyright notice, along with a notice that the copy is for archival purposes only and is subject to the provisions of this Agreement.
5. Licensee agrees not to reverse-engineer, decompile, disassemble, modify, create derivative works of the Licensed Software, or copy the Licensed Software. Licensee agrees to take appropriate actions to protect the Licensed Software and all parts thereof from unauthorized copying, modification, or disclosure by its agents, employees, or customers.
6. Any attempt by either party to assign or otherwise transfer such party's rights or obligations under this Agreement (including all attachments hereto) without the consent of the other party will be null, void, and of no effect.
7. The Agreement is effective from the date Licensee opens the software package and will remain in force until terminated.

Subscription to eEquip! SaaS (Software as a Service)

1. When the Client buys the subscription (annual or monthly) to **eEquip! SaaS**, E-ISG grants the

Client (“User”) the rights to use the Software as a Service and the Documentation for its own internal business purposes, subject to the terms of this Agreement.

2. **eEquip! SaaS Enterprise and eEquip! SaaS Professional** accounts are created for enterprise users. An enterprise user is defined as a legal business or government entity that employs one or multiple people.
3. User agrees not to rent, lease, time-share, or otherwise distribute **eEquip! SaaS**, or to host applications to provide service bureau, time-sharing, or other computer services to third parties.
4. User may be provided with web APIs or SDKs of **eEquip! SaaS** for development purposes, but User agrees not to reverse-engineer, decompile, disassemble, modify, create derivative works of **eEquip! SaaS**. User agrees to take appropriate actions to protect the Documentation and all parts thereof from unauthorized copying, modification, or disclosure by its agents, employees, or customers.

Title

1. E-ISG owns the proprietary software **eEquip!**. It comes with different out-of-box frameworks and can be delivered as On Premise software, or Software as a Service. It also includes many proprietary plugs-ins and mobile applications that are designed to work together. E-ISG owns all the derivatives these applications based on the software **eEquip!**.
2. E-ISG owns the trademark “**equip!**”.
3. All rights, title and interest in and to the copyrights, trademarks, patents, trade secrets and other intellectual and proprietary rights in **eEquip! On Premise** and **eEquip! SaaS** under this Agreement (the “E-ISG Intellectual Property”) are and shall remain with E-ISG. For the avoidance of doubt, in no event shall E-ISG Intellectual Property include any data or other proprietary information of Licensee or User.

Limited Warranty – Software and Media

1. E-ISG hereby represents and warrants that it possesses all authorizations, approvals, consents, licenses, permits, certificates or other rights and permissions necessary to sell Licensee the Licensed Software **eEquip! On Premise**, including, without limitation, any embedded copyright, trademark rights or other third party intellectual property or proprietary rights.
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4. Thirty days after the purchase of Licensed Software, E-ISG will provide Licensee, free of charge, with those releases of the Licensed Software that E-ISG, in its sole judgment, deems necessary to correct errors or malfunctions in the Licensed Software, as long as the Licensee has an active Maintenance and Support service agreement with E-ISG (**the terms and conditions are covered in the “Software Maintenance Agreement”**).
5. User of **eEquip! SaaS** always has access to the latest release of the software application, as long as the subscription fee is paid up to date.
6. E-ISG warrants that the Licensed Software **eEquip! On Premise** and the service **eEquip! SaaS** provided hereunder shall: (i) conform in all material respects to the Documentation (as it may be amended from time to time); (ii) not violate any statute, ordinance, order, rule or regulation;

(iii) be free of liens, claims, encumbrances or other interests; (iv) not conflict with, violate, misappropriate, or infringe the rights of any third party; and (v) not contain any computer viruses or other code designed or intended to disable the functionality of any software or system, or otherwise designed or intended to adversely affect the operation of any systems or data of Licensee or User. E-ISG further warrants that the Licensed Software or Service furnished under this Agreement will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of E-ISG's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by an order or this Agreement.

7. E-ISG does not warrant that the Licensed Software will be error-free or operate without interruption.
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9. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.
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11. E-ISG will defend, indemnify and hold Licensee harmless from all damages, awards, and costs (including reasonable attorneys' fees) to the extent resulting from or arising out of any claim or action that alleges the E-ISG Software directly infringes a U.S. patent or any copyright, or constitutes misappropriation of a third party trade secret; provided, however, that Customer promptly notifies E-ISG in writing of such claim or action, reasonably cooperates with E-ISG in its defense or settlement, and E-ISG has sole control of the defense and all related settlement negotiations. In the event E-ISG Software becomes, or in E-ISG's opinion is likely to become, the subject of any claim or action, then E-ISG will use commercially reasonable efforts at its sole option and expense, to (i) procure the right for Customer to continue using the E-ISG Software, (ii) replace or modify the E-ISG Software so it becomes non-infringing while remaining functionally equivalent, or (iii) if option (i) or (ii) is not reasonably available in E-ISG's judgment, E-ISG may terminate the license and Customer will cease using the E-ISG Software and return it to E-ISG, and E-ISG will issue a refund of all fees paid by Customer for the E-ISG Software and related Software Maintenance during the 12-month period immediately preceding such termination.
12. E-ISG will have no liability for any claim or action based upon (a) the combination, operation, or use of the E-ISG Software with hardware, software, or other items not supplied by E-ISG; (b) any alteration of the E-ISG Software by Customer or a third party; or (c) any modification of the E-ISG Software made by E-ISG pursuant to specifications, requirements, or designs provided by Customer. In the event any third party hardware or software is delivered by E-ISG hereunder, such indemnification will be limited to that which is provided by the third party.

Export Controls

The Licensed Software may be subject to U.S. laws and export regulations of the U.S. government that require an explicit export license prior to any export or reexport of the Licensed Software. Licensee agrees to obtain any such export license that may be required.

General

1. Licensee agrees to maintain sufficient records to document that its use of the Licensed Software is in accordance to this Agreement. E-ISG may audit such records upon reasonable notice. Results of benchmark tests or other performance tests run on the Licensed Software may not be disclosed to any third party without E-ISG's prior written consent.
2. This Agreement is governed by and interpreted in accordance with the internal laws of the State of Maryland and the United States, including patent and copyright laws, exclusive of any conflict of laws or provisions that would make Maryland laws inapplicable. This Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act.
3. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Agreement or to exercise any right under the Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
4. This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with respect to the transactions set forth herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment.
5. All notice shall be in writing and shall be deemed to be delivered five (5) business days after deposit in US certified mail, postage prepaid, return receipt requested, or one (1) business day after sent by nationally recognized overnight courier, or when received if sent by facsimile or electronic mail with confirmation of receipt. All notices shall be directed to the parties at the respective mailing address set forth in the first paragraph of this Agreement or to such address as either party may, from time to time, designate to the other party by giving notice in accordance with this Section.

Products and Services Included in Quote

Product	Units	Description
eEquip! Enterprise OnPremise 100,000 Perpetual License	1	License for Surplus Inventory System
OnBoarding Service	1	Support for installation, system setup, and training
Year One Maintenance and Support	1	Maintenance and Support for Year One
Roll of Zebra Polypro 3000T labels 4,610 labels per roll	4	Labels needed for barcode tagging surplus inventory - quantity can be adjusted based on need
Zebra Resin Ribbon	2	Ribbons needed to print barcode tags - quantity can be adjusted based on need
Roll of Zebra Z-Select 4000T 5,180 labels per roll	2	Labels needed for barcode tagging items for point of sale - quantity can be adjusted based on need
Zebra Wax Ribbon	1	Ribbons needed for printing POS barcodes - quantity can be adjusted based on need
Zebra TC55 Mobile Hand Held with embedded scanner	5	Mobile hand held units
Zebra USB Power Supply Kit	5	Charging accessory for mobile hand held units
Zebra Onecare 3 year warranty service	5	Warranty for mobile hand held units
Zebra ZT230 Industrial label printer	1	Barcode label printer
Zebra Onecare ZT200 series 3 year warranty	1	Warranty for barcode label printer
GoLive Services for Mobile Hand Held devices	5	Support services to ensure mobile hand held devices are working properly and have eEquip! mobile app is installed.