



RFP: R10-1114 Facilities Management and CMMS Software Solutions

Education Service Center, Region 10

March 04, 2021

AssetWorks Contact

Marshall McSpadden

Regional Account Executive

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AssetWorks LLC

2441 Nacogdoches Road, PMB 535
San Antonio, TX 78217

March 04, 2021

Education Service Center, Region 10

Attn: Clint Pechecek
400 E Spring Valley Rd
Richardson, TX 75081
Email: clint.pechacek@region10.org

Mr. Pechecek,

Please find enclosed our response to the Facilities Management and CMMS Software Solutions RFP which shall provide software and implementation services for an Integrated Workplace Management System. Over the past two decades, AssetWorks has emerged as the premier provider of comprehensive Integrated Workplace Management Systems (IWMS) for facility management in educational and governmental entities. Over 160 educational institutions, city, county, state and federal government entities utilize the AssetWorks IWMS software as their system of choice. We are offering our state-of-the-art Web native product, AiM, in response to the requirements.

AssetWorks understands the terms and conditions contained in the RFP and the proposal shall be valid for a period of not less than one hundred twenty (120) days from the opening bid. If you have any questions regarding the proposal, please contact Marshall McSpadden our Regional Account Executive at (512) 638-3691, via email at marshall.mcspadden@assetworks.com or via fax (210) 686-3015.

We welcome the opportunity to provide demo presentations to address any clarifications or questions you may have. Thank you for the opportunity to submit our response. We look forward to partnering with Region 10 ESC and the Equalis Group.

Sincerely,



Trey Drake

General Manager

trey.drake@assetworks.com

OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

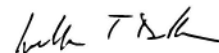
(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

March 1, 2021

Date



Authorized Signature & Title

Appendix A: QUESTIONNAIRE

COMPANY PROFILE

1. **Please provide your company's official registered name, Dun & Bradstreet (D&B) number, and primary corporate office location.**

AssetWorks LLC

D&B number: 828548961

2441 Nacogdoches Road, PMB 535

San Antonio, TX 78217

2. **Please provide a brief history of your company, including the year it was established.**

AssetWorks LLC has been in the Facilities Management System marketplace with software applications since 1991. AssetWorks is part of Constellation Software, Inc., a Canadian company which trades on the TSX under the symbol CSU. The AssetWorks office in San Antonio, Texas will be responsible for providing all software and services to support the State's requirements.

AssetWorks LLC is a leading provider of software solutions for infrastructure-intensive organizations in education, government, utilities, telecommunications, transportation and the commercial sector. In particular, the AiM Integrated Workplace Management System (IWMS) is designed, built and marketed by the facilities branch of AssetWorks out of the San Antonio, Texas office.

AssetWorks first developed solutions for facilities professionals in 1991. By 1993, the company started to focus on the public sector and higher education because of the close fit between our solutions and the way these entities manage funding and assets. Since that time, the scope and depth of our product line has been dramatically enhanced, driven largely by customer feedback and enhancement requests.

By 2005, AssetWorks' products moved to the web with the release of FacilityMAX, which was developed in collaboration with 25 of the company's customers. FacilityMAX represented the company's first 100% web-based solution. Subsequent to that, in 2010, AssetWorks debuted AiM™, introducing a complete IWMS feature set based on the latest web development tools. AiM is a commercial-off-the-shelf (COTS) system.

In 2021, AssetWorks (a part of the Volaris Group within Constellation Software) announced the acquisition of SoftChalk, Inc. (<http://www.softchalk.com>); an eLearning Content Authoring Software (LMS compatible). Founded in 2002, SoftChalk is the result of work its founders began in the mid-1990s. That early concept resulted in the creation of one of the first commercially available learning management systems in the world, Web Course in a Box, which was later acquired by e-Education leader, Blackboard Inc. SoftChalk evolved from a desire to provide better tools for creating interactive learning content for delivery in learning management systems. For more than 15 years, educators have used SoftChalk to create their own rich, interactive, engaging online lessons. Whether developing an entire curriculum for a new program or course, creating supplementary materials or developing personalized learning materials for a particular student group—SoftChalk is the educator's choice because it's fast and it's easy.

Today, organizations with significant investments in facilities and real estate rely on Integrated Workplace Management Systems (IWMS) from AssetWorks to manage every facet of operations and maintenance, space planning, capital projects, property portfolio and energy management. As an addition to the IWMS from AssetWorks Facilities, SoftChalk's products will be offered providing yet another path for growth in higher education and beyond.

3. **Who is your competition in the marketplace?**

There are dozens of competitors in this marketplace of varying sizes, most offering a subset of capabilities (i.e. Accruent-FAMIS, Dude Solutions, Planon, and Tririga). AssetWorks provides a more comprehensive solution than most, serves both mid-size and large scale higher education and government entities; and therefore competes against many different vendors depending on specifics of the opportunity.

4. What are your overall annual sales for last three (3) years?

As an international publicly traded company, we do not disclose the breakdown of every business unit, but we can provide Constellation Software Inc. Financial Statements for the last three (3) years.

Attachment: CSI_financial-statements_Q4_2018-2020

5. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

AssetWorks LLC is privately held by Trapeze Software Group Inc., which is part of Constellation Software, Inc., a Canadian company which trades on the Toronto Stock Exchange (TSX) under the symbol CSU. As an international company, we do not disclose the breakdown of every business unit, but we can provide Constellation Software Inc. Financial Statements for the last three (3) years.

Attachment: CSI_financial-statements_Q4_2018-2020

6. What differentiates your company from competitors in the public sector?

ASSETWORKS - Integrated Workplace Management System (IWMS)

AssetWorks LLC is a leading provider of software solutions for infrastructure-intensive organizations in education, government, utilities, telecommunications, transportation and the commercial sector. In particular, the AiM Integrated Workplace Management System (IWMS) is designed, built and marketed by the facilities branch of AssetWorks out of the San Antonio, Texas office. AiM is a commercial-off-the-shelf (COTS) system that has been licensed in the marketplace since 2005. The system can be licensed for any number of concurrent users or for a site license. A license is required for in-house deployment or the option to have the system hosted via AssetWorks AWS. What sets AiM's hosting/SaaS deployments apart from many of our competitors is that your data is never co-located with data from another customer. All AiM customers have unique virtual environments that allow for direct integration to your organization's centralized systems, such as ERP/Financial/Purchasing/HR. You also have complete control over when you upgrade.

All AssetWorks products are designed and developed using Special Interest Groups (SIG) sourced from our customer base. This fosters a development process that is done hand in hand with our customers to ensure we are solving real world problems and not just adding new bells and whistles.

AiM is made up of the following pillars of functionality:

AiM Real Estate and Property Management: AiM Real Estate and Property Management software delivers a comprehensive business tool that enables facilities professionals and real estate managers to oversee every aspect of their portfolio, including real estate database management, lease management and tracking, property management and accounting, and maintenance management and budgeting.

AiM Operations and Maintenance (O&M): AiM's operations and maintenance solution cuts through the complexity of the modern workplace. With AiM, your organization can reduce inventory carrying costs, improve asset availability, limit equipment downtime, and reduce facilities maintenance costs enterprise-wide.

AiM Capital Planning and Project Management (CPPM): AiM Capital Planning and Project Management helps organizations increase fiscal controls and improve financial accountability for capital projects, reduce their risk profile through improved regulatory compliance, and streamline capital planning and management processes to reduce CAPEX and improve rates of return from capital investments. AiM tightly aligns capital planning and facilities maintenance, improving access to shared data, reducing costs, and promoting greater transparency across the organization.

AiM Energy Management (EM): AiM Energy Management leverages a unique feature set that enables organizations to identify energy inefficiencies and squeeze greater savings from their current energy management program by blending energy management and feature-rich business intelligence in a single, fully-integrated package.

Value added features for the Education Service Center, Region 10 are:

Detailed Cost Tracking and Allocation: Our industry leading cost tracking and cost allocation capabilities enable users to allocate costs according to the requirements of their organization. All material, labor, equipment and contract costs related to facilities maintenance and management are tracked and can be allocated to different accounts for properties, customers, shops or equipment based on the business rules and processes within the organization. Complete client billing and charge-back can occur while ensuring a complete audit trail of all costs and charges. For example, many of the AssetWorks clients use our system in their Physical Plant Department to manage all their facilities centrally. They track and allocate costs across and between budgeting centers. Many times this involves allocating costs to different departments within a single facility, i.e., by park property, pool, area, location, etc. Or, a budget center may occupy multiple spaces or be responsible for multiple sites and require a consolidated accounting. The AssetWorks IWMS products support all of these scenarios.

Flexibility: The AssetWorks AiM solution is a flexible application that can be configured to support a customer's existing business practices, workflows, and Standard Operating Procedures (SOPs). A customer can implement the system without changing the way business is done - and you can take advantage of this flexibility and perform a business process review/analysis and then configure the system to support any new process. AiM integrates with many popular ERP applications, building management systems and facility condition software, providing a single gateway for data interchange between business management and infrastructure management.

Leverage and Leading Technology: Not only are we active in the industry (supporting and collaborating with key professional associations), we're happy to share our facilities expertise and best practices knowledge with our customers. We do this by regularly hosting webinars and providing video recordings of webinars through our Customer Care Portal, publishing valuable content via a newsletter and blog, and authoring whitepapers and case studies. We also facilitate the sharing of knowledge through peer networking via our user community and annual user conference where attendees learn from other organizations like themselves. Lastly, we strive to adopt and conform to industry standards and provide metrics data that enable organizations to benchmark their performance with others.

Scalability: The AssetWorks solutions are proven to support both small and large environments that have multiple facilities and any number of users. AssetWorks has several client sites who manage more than 20 million square feet of facilities and grounds with hundreds of concurrent users.

Industry Expertise and Best Practices: All implementation services are provided by AssetWorks employees to bring new customers up and running on time and within budget. The AssetWorks project team members follow the company's implementation methodology consistently across the client spectrum. The implementation process that has been developed over the years is proprietary to AssetWorks; which is efficient, cost-effective and proven to successfully implement the system. An Assetworks Project Manager will provide a high-level review of the contract, deliverables, implementation methodology and initial Project Timeline indicating tasks and responsibilities that occur during the implementation. The Project Manager stays with your project over the lifetime of its use, ensuring that the Organization's goals are established and quality is delivered.

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

SoftChalk has been pioneers in developing content authoring solutions that interoperate with virtually any LMS platform. Working with our colleagues at the IMS Global Learning Consortium, we have been involved in the development of interoperability standards such as LTI (Learning Tools Interoperability), Common Cartridge, and Caliper to ensure that the content you create with SoftChalk works when and where you need it. In addition, we actively partner with major LMS providers to ensure easy interoperability of SoftChalk content in whatever LMS platform you might be using.

7. Please provide your company's environmental policy and/or sustainability initiative.

AssetWorks recognizes the benefits of running our business in an environmentally responsible and friendly manner, taking into account changing environmental issues and the need for compliance with legal requirements.

ATTACHMENT: *AssetWorks_Environmental_Policy*

8. **Diversity program** - Do you currently have a diversity program or any diversity partners that you do business with?

- Yes
 No

a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?

- Yes
 Not Applicable

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company? (If answer is no, attach a statement detailing how pricing for participants would be calculated.)

Not Applicable. AssetWorks does not have a diversity program. All products and services, will be offered at the same pricing as outlined in Attachment B - Price List_AssetWorks.

9. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder [input type="checkbox"/>Yes [input checked="" type="checkbox"/>No
List certifying agency: _____

PRICING/PRODUCTS/SERVICES OFFERED:

- 10. Please outline your products and services being offered, including the features and benefits and how they address the scope being requested herein. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.**

ASSETWORKS - Integrated Workplace Management System (IWMS)

1FM combines our most popular AssetWorks IWMS features supporting operations, planning, maintenance, assessment needs, inventory, purchasing, financial charge backs, space management, field operations, and customer service requests. This offering has been paired with an implementation and training strategy that focuses on success by emphasizing a speed-to-value execution approach. The result is a distinctive opportunity to bring the power of an enterprise IWMS to your organization through a competitive subscription model that scales to meet your needs today and provides the features to facilitate the growth you expect tomorrow, without straining already overburdened internal IT resources.

You select which features should be part of your organization's Facility and Operations solution. Once you have the Facility and Operations Package in place you can continue to grow by adding on other major cloud-based packages and features. Each package is subscription-based, cloud-enabled, and based upon the same model of implementation as the Facility and Operations base package.

Your 1FM solution AssetWorks includes the following packages, with specific features and business process to fit the requirements of your organization. The AssetWorks implementation specialist will work with the Client to implement any of the following products as requested.

Facilities & Operations Package

The Facility and Operations base package starts you off with the powerful options of a Work Order management system, including Work Planning, Scheduling, Preventative Maintenance, Inventory control, Purchasing, Receiving, Contracts, Invoicing, Mobile support for field operations and inspections, and a robust self-service request tracking system. A complete end-to-end assessment and needs analysis component has been designed into this solution with a quick and innovative method to perform a facility-wide assessment with scoring and bulk imports to obtain preliminary FCI. Everything that you need to provide a Physical and Capital Needs Assessment is provided in one system further supported with business intelligence including out-of-the-box metrics and easily filtered dashboards you can share with your teams.

ATTACHMENT: *AssetWorks_IWMS Implementation_RFP_Region 10 ESC*

Implementation Services Overview

Developed with your organization in mind, 1FM provides a smooth implementation experience and ample support to ensure that your stakeholders can learn the system and train their staff. Your organization will be assigned a dedicated 1FM Implementation Specialist who will guide your team through the implementation process, start to finish.

AssetWorks will support your team throughout the implementation process to ensure a timely and successful conversion process. 1FM implementation services are quoted on a time & materials basis, which allows your organization to use only the services you need. If fewer hours are required, implementation costs are lower. If your organization requires additional services for activities like data migration support or instructor-guided training, we can repurpose unused hours from other areas of the project or adjust the overall engagement to accommodate your organization's needs.

AssetWorks follows a five-step implementation process:

INTRODUCE

1FM includes introductory videos for each feature within ReADY, AiM, and Go. Each video will explain the design intent of each feature, how it is used, and what data is needed to configure it. Your project implementation specialist will be available to provide support and answer questions.

MIGRATE

1FM comes pre-configured for a quick out of the box deployment. Your 1FM solution is comprised of two instances: 1FM-Test and 1FM-Prod. Your team will be provided with a simple set of Microsoft Excel templates for your institutional records such as departments, shops, employees, properties, etc. Your team will collect data on

the spreadsheets; your 1FM implementation specialist and will provide data migration assistance into your 1FM-Test environment. The result, in a very short time, your team will have a working test environment that provides its stakeholders with hands-on experience and context as they work through the implementation process. Prior to the production deployment, you will have the opportunity to make changes to institutional data the spreadsheets. Your 1FM implementation specialist will load the final, cleaned set of institutional data in your 1FM-Prod instance.

ADOPT

1FM includes a standard set of features and supported business processes, based on industry best practices and the design intent of the IWMS. Utilizing AssetWorks' library of training resources, the personas and processes can easily be adopted within your organization. Your AssetWorks implementation specialist will also be a resource to help identify roles and align your practices to take advantage of all that ReADY, AiM, and Go can offer.

So, what happens if your organization has additional business processes that are currently not part of the 1FM solution? Your feature requests will likely have broad appeal to many 1FM customers. Ask your implementation specialist if the new feature can be added to the 1FM solution. In most cases, AssetWorks will develop new 1FM features to meet your specific requirements. You won't be charged for the full configuration effort, just for implementation support and training materials. AssetWorks will continually grow and enhance 1FM based on requests from our higher education customers, and the full library of features will be offered to all 1FM customers.

In the event AssetWorks does not incorporate your feature request into 1FM, your AssetWorks Account Executive can work with you to convert your 1FM solution to Enterprise SaaS. With an Enterprise SaaS agreement, your 1FM application instances will be altered to allow for more robust, unique configuration and customization. Your organization can self-implement new features, or you can engage AssetWorks Professional Services for traditional implementation and customization services.

TRAIN

AssetWorks provides a vast library of training videos tailored to functional users. The videos are intended to be resources to all members of your organization and allow individuals the opportunity to follow along as they learn the system.

DEPLOY

Upon completion of training, you will be able to deploy each new feature across your organization.

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

Secure, Scalable Cloud-based Solution

Your Enterprise SoftChalk Cloud is built and managed for you by SoftChalk, so your institution avoids the expense and resource investment to purchase, setup, install and maintain local hardware and software. Enterprise SoftChalk Cloud is built on the Amazon Web Services (AWS) platform, making it highly reliable and scalable while allowing for tremendous flexibility, security and availability. Because the AWS platform is distributed, the chance of service outages is very low. This allows us to scale our service to handle growth and traffic to keep your platform running smoothly.

Create your own content—your way

All of the features of the standard SoftChalk Cloud are available within your private, Enterprise SoftChalk Cloud. If you've already been using our standard platform to create content, we can easily migrate your users and content to your enterprise platform.

Your content and your users under YOUR control

Your institution has administrative rights to your Enterprise SoftChalk Cloud. Within the platform, you can assign administrator accounts to manage your users via "permission groups." You can control varied rights and space allocation for groups within your enterprise. Administrator accounts also have the ability to view the site as a specific user to troubleshoot user issues, monitor feedback received through the site, view site usage statistics, and control user account content stored within the site.

Integrates easily with your LMS and Single Sign-On Service

Your Enterprise SoftChalk Cloud integrates with all major learning management systems (LMS), via LTI (Learning Tools Interoperability). In addition, Enterprise SoftChalk Cloud integrates with your institution's single sign-on services, making it an easy and seamless experience for faculty and students to access the platform.

Dynamic Learning Object Repository

With Enterprise SoftChalk Cloud, authorized instructors can collect, manage and share content in a Learning Object Repository (LOR) unique to your institution. In your LOR, the content author, their colleagues, specific groups or the entire institution can share, reuse and repurpose the content using workgroup features that support true team-based content development.

Hosted Themes

Residing on your Enterprise SoftChalk Cloud server, hosted themes make it easy for your institution to globally update the design of your content. When you need to modify a style, we make the change in the style sheet on the server and all of the lessons using that style are updated simultaneously. Because your CSS style sheets are hosted on SoftChalk Cloud, they are easily available to everyone in your institution. Hosted themes also allow you to control which themes are available for use within your institution.

Custom branded for your institution

Your Enterprise SoftChalk Cloud is completely customizable to fit your needs and to work seamlessly with your brand so it's unique to your institution. Your site will be branded with your institution's logo, color scheme, imagery and descriptive information.

ATTACHMENT: *AssetWorks_SoftChalk_RFP_Region 10 ESC*

11. Describe any integrations your organization can provide with other platforms.

1FM supports integration to other systems via SOAP and REST API Web Services. Integrations are considered custom development at standard service rates by AssetWorks or the client can develop their own with in-house or 3rd party resources if desired.

12. What security protocols are in place to ensure the safe transmission of information being shared through your products and services?

All data is transmitted securely and encrypted via protocols such as SSL, SSH, and TLS. In addition all information is secured behind a user login which can be configured for a variety of user management solutions such as Active Directory or LDAP and Single Sign On (SSO) options.

13. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?

Yes. All products and services, including pricing have been provided in **Attachment B - Price List_AssetWorks**.

14. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?

Yes

No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

15. Does pricing submitted include the required administrative fee?

Yes

No

16. Define your invoicing process and standard terms of payment.

TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years ("*Initial Term*") unless terminated earlier as set forth in the Agreement.

At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms, unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

FEES AND PAYMENTS

Customer shall pay AssetWorks the applicable fees as set forth in Schedule 5 of the Agreement. The Annual Service Fee will increase 5% on each anniversary during the Initial Term, and every successive one-year renewal term.

Customer shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including without limitation state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive however of taxes imposed on AssetWorks' net income by the United States or any political subdivision thereof.

If Customer wishes to make monthly payments by credit card or P-Card or any other type of purchasing card program all to which such transaction constitutes a credit card charge, an additional credit card processing transaction fee will be calculated at four and one half percent (4.5%).

AssetWorks shall invoice Customer annually, in advance, and all invoiced fees shall be due and payable within thirty days (Net 30) of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset. Invoices are delivered via email with a link to the invoice and a PDF copy attached; recurring invoices are typically sent between the 12th -27th of each month. Licenses are invoiced upon receipt of PO/Contract and delivery between the 10th and day before the last day of the month. Services are invoiced on a monthly basis.

Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.

A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. AssetWorks reserves the right to suspend any Service including Customer's access to the SaaS if the Customer account becomes delinquent and is not cured within ten (10) days of written notice from AssetWorks. Customer will continue to be charged and hereby agrees to pay for SaaS during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks, without any additional notice, to terminate the Agreement.

If Customer terminates this Agreement other than pursuant to Section 3 of the Agreement, a Service Termination Fee equal to 100% of the current Annual Service Fee will be billed annually until the end of the then current Term of this Agreement.

LICENSE FEES

Software as a Service (SaaS): AssetWorks offers subscription licensing model, which utilizes a concurrent session pricing model, where the customer is paying an annual fee for a minimum contract term of 3 years, where the fee is inclusive of the software use subscription, hosting service subscription and maintenance fees. AssetWorks provides all infrastructure, the client only requires a standard web browser to access the software. Each customer is provided a complete Pre-Production and Production environment by default. Additional environments can be provided at additional cost if desired/required.

License/On-Premise: AssetWorks offers enterprise/site (unlimited users) licensing model, where the customer will take full responsibility for the deployment infrastructure. AssetWorks will provide technical services for the initial installation as part of the professional services agreement, but after the initial deployment it will be the customer's responsibility to upgrade, backup and maintain the deployment. As this is an On-Premise deployment the customer can deploy as many environments as desired/needed for the licensed business unit/agency.

MAINTENANCE FEES

License/On-Premise: Maintenance commences upon delivery of the Software and automatically renews every three years. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter. AssetWorks reserves the right to change the annual Maintenance fee (*typically 3-5%*) by providing written notice of the increase at least thirty (30) days prior to any scheduled renewal date.

Software as a Service (SaaS): License fees are inclusive of the software use subscription, hosting service subscription and maintenance fees.

Custom interfaces are not covered under the standard maintenance agreement. Clients may purchase an annual maintenance agreement for custom interfaces, pricing is based on a percentage of the development cost.

PROFESSIONAL SERVICES FEES

Payment for services will be made on a monthly basis as invoiced by AssetWorks for reimbursement of actual labor and expenses.

PERFORMANCE CAPABILITIES:

17. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (*Selecting this box is equal to checking all boxes below*)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Kentucky | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Maine | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |

All U.S. Territories & Outlying Areas (*Selecting this box is equal to checking all boxes below*)

- | | | |
|---|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Midway Islands | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Northern Mariana Islands | |
| <input type="checkbox"/> Guam | <input type="checkbox"/> Puerto Rico | |

18. List the number and location of offices, or service centers for all states being proposed in solicitation.

The AssetWorks division has 3 primary offices and 9 regional offices, which are detailed here: www.assetworks.com/about-assetworks. AssetWorks LLC (Facilities Division) office in San Antonio, Texas will be responsible for providing all IWMS software and services to support the Education Service Center, Region 10 contract. There are approximately 80 employees who support the AiM IWMS product line out of the San Antonio, Texas Facilities Software office.

All cloud services reside in data centers owned by Amazon.com Inc. Amazon Web Services data centers are audited annually to confirm compliance and alignment with security standards such as SOC 2 and ISO 27001. Physical security controls include but are not limited to fencing, walls, barriers, security staff, video surveillance, intrusion detection systems, and other electronic identification means.

SoftChalk is headquartered in Richmond, Virginia, USA, the in-house product development team never stops working to make our products more powerful and easier to use. Delivering an exceptional customer experience is a passion for our in-house, world-class, customer support team. SoftChalk will be responsible for providing all eLearning Content Authoring Software and services to support the Education Service Center, Region 10 contract.

AssetWorks is further a part of the Volaris Group (www.volarisgroup.com) within Constellation Software (www.cssoftware.com), which has over 15,000 employees globally and revenues exceeding US\$3 billion.

19. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other |

20. Provide relevant information regarding your ordering process including the ability for purchasing group members to verify they are receiving contract pricing.

AssetWorks is familiar with the process and currently holds contracts under General Services Administration (GSA). Once awarded, AssetWorks will update our company website with our new affiliation. The contract will be added to our price book in Salesforce and our Sales Team will be required to attend training on the purchasing process using the Education Service Center, Region 10 contract.

21. Describe areas where downtime may occur with your software/website or other services provided, historical averages of that downtime, and how you resolve downtime issues when they do occur.

If service becomes unavailable, the AssetWorks Customer Care center is available to assist customers. Customers can call in during business hours for live support calls as well as put in service tickets through the Customer Care Portal for real-time issue tracking.

UPTIME

AssetWorks' standard contractual SLA (Service Level Agreement) for AiM availability is 95% when AssetWorks is the hosting provider. AssetWorks utilizes AWS (Amazon Web Services) for the infrastructure hosting for AiM, and the AWS SLA is "AWS will use commercially reasonable efforts to make the Included Services each available for each AWS region with a Monthly Uptime Percentage of at least 99.99%" (<https://aws.amazon.com/compute/sla/>). The 2019 AiM availability that was achieved was 99.7%. Service uptimes and availability are negotiated in the service-level agreement. The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except, for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the Amazon Web Services side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable. AssetWorks will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. Client satisfaction requirements will be finalized in the Service Level Agreement.

22. Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).

ASSETWORKS - Integrated Workplace Management System (IWMS)

The AssetWorks Customer Care Center located in San Antonio, Texas is available to assist customers with a wide variety of support issues. Regular Customer Care hours are 7:00 a.m. to 7:00 p.m. CST, Monday - Friday. Customers can call in during business hours for live support calls, as well as put in service tickets through the Customer Care Portal for real-time issue tracking. The Customer Care portal is run on Atlassian's JIRA platform which allows seamless integration with all levels of the organization for clear and concise change management and escalation of defects while maintaining clear visibility to the end user as each raised ticket makes its way through the process to resolution.

A primary point of contact is identified when the ticket is created and clearly visible on the customer facing information along with status of ticket. The Customer Care portal allows submission of service tickets, enhancement requests, or defects. Defects are verified by AssetWorks' Maintenance Engineering Team who is responsible for flagging common/critical issues to be fixed for future release or imminent patches.

Hosted/SaaS Customers have access to the After Hours 800 Support Hotline and 24-hour Online Customer Care Portal Access. After-hours support is only available for connectivity or system inaccessibility issues. All support costs will be provided in the contract as part of ongoing SaaS or Maintenance fees.

SERVICE TIERS

All Clients receive the same quality of service at no additional cost:

Priority 1: Critical Business Impact (Production Systems Down) – AssetWorks is required to respond to these problems within 30 minutes of being reported.

Priority 2: Significant Business Impact - Important Features are unavailable with no acceptable workaround. AssetWorks attempts to respond to these problems within two hours of being reported.

Priority 3: Some Business Impact (Standard Priorities) – Questions regarding product features and functionality; important system features unavailable but workaround available; less significant features with no reasonable workaround. AssetWorks is required to respond within four hours of being reported.

Priority 4: Minimal Business Impact – Requests of information, enhancement requests, or documentation clarification.

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

Self-Service Support

Self-Service Support is available, **free-of-charge**, to everyone. SoftChalk offers access to the following Self-Service Support resources: SoftChalk User Guides, SoftChalk FAQs, Training, Video Tutorials – Cloud, and Short Courses.

Premium Support

Premium Support is included with most Team and Institution licenses, and may be purchased for an additional fee if you have an individual license. If your school or organization is enrolled in our Premium Support program and you need assistance, please email us at **help@softchalk.com**. The fastest way to reach a Support Team member live is by first sending an email; if we are not able to answer your questions easily via email, we are always happy to call you.

23. Describe any training or other support resources you provide to support end users in better understanding how to utilize your products and services?

ASSETWORKS - Integrated Workplace Management System (IWMS)

AssetWorks provides a vast library of training videos tailored to functional users. The videos are intended to be resources to all members of your organization and allow individuals the opportunity to follow along as they learn the system.

The intent of 1FM is to include all the tools necessary for the Client to easily manage the implementation internally. Pre-configured setups and business processes eliminate the need for time-consuming design sessions. Training videos provide instruction for all users of the system. The Client is responsible for developing any additional training material and conducting training beyond 1FM training videos. Additional training service requests will be handled through the Change Order process.

AiM is also delivered with an embedded HELP file that is module sensitive. It serves the latest set of reference manuals for the user to access a robust online help database that is updated with each release of software. Users also have the ability to include their own help files that relates to internal business processes that may not be covered in the standard AiM documentation.

To ensure that we meet our client's needs over the long term, AssetWorks offers comprehensive client Support services. Our support staff includes Technical Product Analysts, who are experienced in the implementation and acceptance testing of our solutions, and Product Specialists, who draw on past technical support experience in the computer software industry. Our standard support package includes:

- Product updates
- Toll-free telephone support
- On-line support through e-mail, MicroSoft Teams, and the client Support Web Site.

AssetWorks is dedicated to providing the highest quality client Support and maintaining a strong working relationship with each of our clients. We know that each client is unique and have structured our support services to meet the most demanding requirements of our clients.

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

Master SoftChalk in minutes using our self-paced and instructor-led training opportunities.

Video Tutorials – These step-by-step tutorials are short and focused so you can pick and choose just the ones you need to get your eLearning content online with SoftChalk.

- Cloud Video Tutorials
- SoftChalk INSPIRE
- Video Tutorials
- Create Desktop Video Tutorials.

Instructor-led

- **Short Courses** – These one-hour live, online webinars include a presentation and examples, as well as an opportunity for you to ask questions and receive assistance from the instructor.
- **Web-based Training *** – These live, online, hands-on workshops are customized to address the specific interests of your faculty. Participants can be located together in a lab setting, or can login from multiple locations. We can accommodate between 15-30 participants per workshop.
- **On-site Training** **Availability dependent upon your license agreement.* – These hands-on workshops are conducted on-site at your institution and are customized to address the specific interests of your faculty. We can accommodate between 15-30 participants per workshop.

24. Outline any implementation or other resources you provide in helping to configure your solutions, whether during the initial startup, or ongoing as part of the software maintenance.

ASSETWORKS - Integrated Workplace Management System (IWMS)

1FM includes introductory videos for each feature within ReADY, AiM, and Go. Each video will explain the design intent of each feature, how it is used, and what data is needed to configure it. Your project implementation specialist will be available to provide support and answer questions.

1FM comes pre-configured for a quick out of the box deployment. Your 1FM solution is comprised of two instances: 1FM-Test and 1FM-Prod. Your team will be provided with a simple set of Microsoft Excel templates for your institutional records such as departments, shops, employees, properties, etc. Your team will collect data on the spreadsheets; your 1FM implementation specialist will provide data migration assistance into your 1FM-Test environment. The result, in a very short time, your team will have a working test environment that provides its stakeholders with hands-on experience and context as they work through the implementation process. Prior to the production deployment, you will have the opportunity to make changes to institutional data the spreadsheets. Your 1FM implementation specialist will load the final, cleaned set of institutional data in your 1FM-Prod instance.

1FM includes a standard set of features and supported business processes, based on industry best practices and the design intent of the IWMS. Utilizing AssetWorks' library of training resources, the personas and processes can easily be adopted within your organization. Your AssetWorks implementation specialist will also be a resource to help identify roles and align your practices to take advantage of all that ReADY, AiM, and Go can offer.

AssetWorks also provides monthly webinars on a variety of topics, including educational topics that are recorded and stored in the customer care portal that is included with SaaS.

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

SoftChalk offers Installation Guides that provide step-by-step instructions for system setup. Premium Support is included with most Team and Institution licenses, and may be purchased for an additional fee if you have an individual license.

25. Provide your safety record, safety rating, EMR and worker's compensation rate where available

Experience Modification Rate: 0.66

Worker's Compensation & Employers Liability Insurance:

- Bodily Injury by Accident \$ 1,000,000 each accident
- Bodily Injury by Disease \$ 1,000,000 policy limit
- Bodily Injury by Disease \$ 1,000,000 each employee

There is not a single fixed rate; each state and classification rates are applicable. Upon award, AssetWorks Worker's Compensation and Employer's Liability Policy can be provided.

26. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.

AssetWorks has a dedicated Account Manager and staff that fulfills all monthly reporting for our purchasing cooperatives.

27. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

AssetWorks has a dedicated Account Manager and staff that fulfills customized monthly reporting for our purchasing cooperatives.

QUALIFICATION AND EXPERIENCE:

28. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contacts

Contact Person: **Marshall McSpadden**
Title: Account Executive

Company: AssetWorks LLC (Facilities Division)
Address: 2441 Nacogdoches Road, PMB 535
City: San Antonio State: Texas Zip: 78217

Phone: (512) 638-3691 Fax: (210) 686-3015
Email: marshall.mcspadden@assetworks.com

Contact Person: **Tasheka Steverson**
Title: SoftChalk Regional Sales Director

Company: SoftChalk Inc.
Address: 22 South Auburn Avenue
City: Richmond State: Virginia Zip: 23221

Phone: (877) 638-2425 Fax: (757) 257-0027
Email: tasheka.steverson@assetworks.com

Account Managers / Sales Leads

Contact Person: **Marshall McSpadden**
Title: AssetWorks Account Executive

Company: AssetWorks LLC (Facilities Division)
Address: 2441 Nacogdoches Road, PMB 535
City: San Antonio State: Texas Zip: 78217

Phone: (804) 257-7972 Fax: (210) 686-3015
Email: marshall.mcspadden@assetworks.com

Contact Person: **Mary Beth Huneke**
Title: SoftChalk Regional Sales Manager

Company: SoftChalk Inc.
Address: Address: 22 South Auburn Avenue
City: Richmond State: Virginia Zip: 23221

Phone: (512) 638-3691 Fax: (757) 257-0027
Email: marybeth.huneke@assetworks.com

Contract Management

Contact Person: **Cristina Wheless**
Title: Chief Operating Officer

Company: AssetWorks LLC (Facilities Division)
Address: 2441 Nacogdoches Road, PMB 535
City: San Antonio State: Texas Zip: 78217

Phone: (541) 515-8547 Fax: (210) 686-3015
Email: cristina.wheless@assetworks.com

Billing & Reporting/Accounts Payable

Contact Person: **Richard Sepulveda**
Title: Director of Finance

Company: AssetWorks LLC (Facilities Division)
Address: 2441 Nacogdoches Road, PMB 535
City: San Antonio State: Texas Zip: 78217

Phone: (210) 301-1786 Fax: (210) 686-3015
Email: richard.sepulveda@assetworks.com

Marketing

Contact Person: **Sean O'Brien**
Title: Global Director of Education Marketing

Company: AssetWorks LLC (Facilities Division)
Address: 2441 Nacogdoches Road, PMB 535
City: San Antonio State: Texas Zip: 78217

Phone: (800) 659-9001 Fax: (210) 686-3015
Email: sean.obrien@assetworks.com

ATTACHMENT: *AssetWorks_Executives Resumes_2021*

29. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities.

ASSETWORKS - Integrated Workplace Management System (IWMS)

<https://www.goassetworks.com/success-stories>

Entity Name: **Atlanta Public Schools**
Contact Name: Frank Husbands
Title: Senior System Administrator Enterprise Business Management, Information Technology
City and State: Atlanta, Georgia
Phone Number: 404.802.1542
Years Serviced: 5+
Description of Services:
AssetWorks AiM - AiM IQ, Estimating, RS Means, O&M, and Real Estate
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **Milwaukee Public Schools**
Contact Name: Alisha Swartout
Title: Administrator Enterprise Business Management
City and State: Milwaukee, WI
Phone Number: (414) 283-4704
Years Serviced: 5+
Description of Services:
AssetWorks AiM - AssetSync, Environmental Health & Safety, Estimating, O&M, Real Estate, and Space Management
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **Volusia County School District**
Contact Name: Alison Sylvia
Title: Senior System Administrator Information Technology
City and State: Deland, Florida
Phone Number: 386-734-7190 x 20132
Years Serviced: 5+
Description of Services:
AssetWorks AiM - AiM-IQ, Go Inventory, Go Work Management, and Real Estate
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **Colorado State University**
Contact Name: Dallace Unger
Title: IT Manager
City and State: Ft. Collins, CO
Phone Number: (970) 491-0085
Years Serviced: 5+
Description of Services:
AssetWorks AiM - CPPM, O&M, Real Estate, Space Management, Assessment Needs Analysis, AssetSync, AiM-IQ, Key & Access Control, SpaceSync, SSO, AiMCAD Base, AiMCAD Planning, AiMCAD Revit, Go Asset Management, Go CPPM, Go Inventory, Go Purchasing, Go Work Management, ReADY Request, and ReADY Space
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **Utah State University**
Contact Name: Mike George
Title: Director of Risk Management & Support
City and State: Logan, UT
Phone Number: (435) 797-0483
Years Serviced: 5+
Description of Services:
AssetWorks AiM - CPPM, Energy Management, O&M, Space Management, Assessment Needs Analysis, AssetSync, AiM-IQ, Lease, Go Asset Management, Go CPPM, Go Purchasing, Go Receiving, Go Work Management, and ReADY Request
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **Western Washington University**
Contact Name: Julie Larmore
Title: Assistant Director, Facilities Financial & Business Services
City and State: Bellingham, Washington
Phone Number: (360) 650-2876
Years Serviced: 5+
Description of Services:
AssetWorks AiM - O&M, Real Estate, Space Management, AssetSync, GIS, AiM-IQ, Key & Access Control, SSO, Go Asset Management, Go Inventory, Go Work Management, RS Means, and ReADY Request
Annual Volume: *As a courtesy to our clients, we do not disclose this information.*

Entity Name: **City of Los Angeles**
 Contact Name: Amy Benson
 Title: Director of Integrated Asset Services and
 Acting Director of Real Estate Services
 City and State: Los Angeles, California
 Phone Number: (213) 922-8544
 Years Served: 5+
 Description of Services:
 AssetWorks AiM - OM, Property & Lease, Space,
 AiM IQ, ReADY Request, Go Work Management,
 Go Asset Management, and AiMCAD/ACAD Plus
 drawing services
 Annual Volume: *As a courtesy to our clients, we do
 not disclose this information.*

Entity Name: **County of Orange**
 Contact Name: Tim Corbett
 Title: Deputy Director
 City and State: Orange County, California
 Phone Number: (714) 834-3046
 Years Served: 3+
 Description of Services:
 AssetWorks AiM - Leasing, CPPM, OM, ReADY
 Request
 Annual Volume: *As a courtesy to our clients, we
 do not disclose this information.*

Entity Name: **State of Alaska**
 Contact Name: Anna Harrison
 Title: Facilities Manager
 City and State: Anchorage, Alaska
 Phone Number: (907)-269-0794
 Years Served: 3+
 Description of Services:
 AssetWorks AiM - AiMCAD, AiM IQ, Assessment
 Needs Analysis, AssetSync, Go Asset
 Management, Leasing, CPPM, OM, ReADY
 Request, and Space Management
 Annual Volume: *As a courtesy to our clients, we do
 not disclose this information.*

SOFTCHALK - eLearning Content Authoring Software (LMS compatible)

<https://softchalk.com/our-customers/testimonials>

30. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
General Services Administration (GSA)	GS-35F-317GA	March 23, 2022

31. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

AssetWorks currently holds multiple agreements with Clients under the General Services Administration (GSA) Contract. Once awarded, we will get our affiliates webpage updated and add the contract to Salesforce; as well as train our Sales Team on the purchasing process using the Education Service Center, Region 10 contract.

- 32. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

ATTACHMENT: *AssetWorks_AiM Resumes & Certifications_2021*

- 33. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

AssetWorks Facilities division and SoftChalk Inc., its management or staff, have not been engaged in any material related business litigation, bankruptcy or reorganization for the products and services being proposed in this RFP.

- 34. Felony Conviction Notice – Please check applicable box:**

- A publicly held corporation; therefore, this reporting requirement is not applicable
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

VALUE ADD:

35. Detail how your organization plans to market this contract within the first 90 days of the award date. This may include but is not limited to:

Once awarded, AssetWorks' 90 day plan to promote the Region 10 ESC contract is as follows:

a. A co-branded press release within first 30 days

Yes. AssetWorks will release a co-branded press release within the first 30 days through our various channels.

b. Announcement of award through any applicable social media sites

Yes. AssetWorks will announce this award through our various social media channels (i.e. Facebook, Twitter, Instagram and YouTube). We will tag involved parties for greater reach.

c. Direct mail campaigns

Yes. AssetWorks will co-brand collateral and marketing materials.

d. Co-branded collateral pieces

Yes. Please review answers for a, b, and c.

e. Advertisement of contract in regional or national publications

Yes. AssetWorks will advertise in national and regional publications.

f. Participation in trade shows

Yes. AssetWorks participates in national and regional tradeshows.

g. Dedicated Equalis Group and Region 10 ESC internet web-based homepage with:

AssetWorks will add Equalis Group and Region 10 ESC to our affiliate's page to meet all of the following requirements:

- Equalis Group and Region 10 ESC Logo
- Link to Equalis Group and Region 10 ESC website Page
- Summary of contract and services offered
- Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

h. Announcement within your firm, including training of the agreement with your national sales force

AssetWorks will train our Sales Team on the Region 10 ESC agreement via MS Teams conference.

i. Marketing the agreement to new and existing government customers

AssetWorks plans to market this contract to our existing customers by providing a script to our Sales Team about having this conversation. We will discuss the impact of this contract on top of our current marketing campaigns (Press release, social media, direct mail, collateral, advertising and tradeshows).

36. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

AssetWorks agrees to provide our company logos to Education Service Center, Region 10 and grants permission for reproduction of our logo for marketing and promotions. Education Service Center, Region 10 agrees to indemnify, defend, and hold AssetWorks harmless from and against any claim, suits, actions, loss, damages, liabilities, costs, and expenses (*including attorneys' fees*) arising out of or related to Education Service Center, Region 10 representations and warranties.

37. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

Based on our corporate policies, we are not allowed to share financial information related to marketing or other expenses.

38. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

1FM combines our most popular [Business Unit Name] IWMS features supporting operations, planning, maintenance, assessment needs, inventory, purchasing, financial charge backs, space management, field operations, and customer service requests. This offering has been paired with an implementation and training strategy that focuses on success by emphasizing a speed-to-value execution approach. The result is a distinctive opportunity to bring the power of an enterprise IWMS to an organization through a competitive subscription model that scales to meet the Customer's needs and provides the features to facilitate the growth expected tomorrow, without straining already overburdened internal IT resources.

Customers select which features should be part of the organization's Facility and Operations solution. Once the Facility and Operations Package is in place it can continue to grow by adding on other major cloud-based packages and features. Each package is subscription-based, cloud-enabled, and based upon the same model of implementation as the Facility and Operations base package. With 1FM, it's easy to get started, and the solution grows with customer needs.

Combining AssetWorks' 1FM products and services along with the Education Service Center, Region 10 contract, means participating Public Agencies will be offered competitive market-based pricing along with pre-vetted technical capabilities. This allows Agencies to buy with the assurance, have contracts awarded in a matter of days instead of months; which saves time and money with a shorter award cycle and simplified buying process.

Appendix C: CERTIFICATES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. Please also list and include copies of any certificates you hold that would show value for your response not already included above.

ATTACHMENT: *AssetWorks_AiM Resumes & Certifications_2021*

Appendix D: VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

ATTACHMENT: *AssetWorks_Value Added Features*

Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____
AssetWorks LLC (Facilities Division) ("Vendor") and Region 10 Education Service Center ("Region
10 ESC") for the purchase of Facilities Management and CMMS Software Solutions ("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ❖ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ❖ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

Scope: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

Compliance: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

Respondent's promise: Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at info@equalisgroup.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as *required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

ARTICLE 13- MISCELENOUS

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

13.10 **Venue**: All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

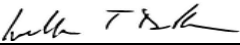
and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	AssetWorks LLC (Facilities Division)
Address	2441 Nacogdoches Road, PMB 535
City/State/Zip	San Antonio, TX 78217
Telephone No.	(800) 659-9001
Fax No.	(210) 301-0298
Email address	trey.drake@assetworks.com
Printed name	Trey Drake
Position with company	General Manager
Authorized signature	

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____

Appendix F: ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation of House Bill 1295
- DOC #7 Boycott Certification
- DOC #8 Terrorist State Certification
- DOC #9 Resident Certification
- DOC #10 Federal Funds Certification Form

FOR VENDORS INTENDING TO DO BUSINESS IN ARIZONA:

- DOC #11 Arizona Contractor Requirements

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #12 Ownership Disclosure Form
- DOC #13 Non-Collusion Affidavit
- DOC #14 Affirmative Action Affidavit
- DOC #15 Political Contribution Disclosure Form
- DOC #16 Stockholder Disclosure Form

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

- DOC #17 General Terms & Conditions and Acceptance Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

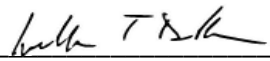
DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: AssetWorks LLC (Facilities Division)

Title of Authorized Representative: Trey Drake

Mailing Address: 2441 Nacogdoches Road, PMB 535, San Antonio, TX 78217

Signature: 

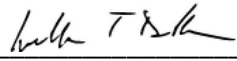
DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: AssetWorks LLC (Facilities Division)

Title of Authorized Representative: Trey Drake

Mailing Address: 2441 Nacogdoches Road, PMB 535, San Antonio, TX 78217

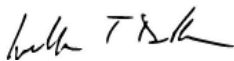
Signature: 

DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

3/1/2021

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

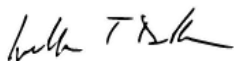
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Respondent

3/1/2021

Date

DOC #5 ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR AssetWorks LLC (Facilities Division)

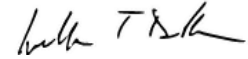
ADDRESS 2441 Nacogdoches Road, PMB 535

San Antonio, TX 78217

PHONE (800) 659-9001

FAX (210) 301-0298

RESPONDANT

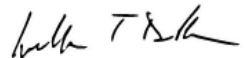

Signature

Trey Drake

Printed Name

General Manager
Position with Company

AUTHORIZING OFFICIAL


Signature

Trey Drake

Printed Name

General Manager
Position with Company

DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2021-720980

Date Filed:
 02/26/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 AssetWorks LLC
 San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Education Service Center, Region 10

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 R10-1114
 Facilities Management and CMMS Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

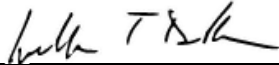
6 UNSWORN DECLARATION

My name is Trey Drake, and my date of birth is September 1972.

My address is 2441 Nacogdoches Road, PMB 535, San Antonio, TX, 78217, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 1st day of March, 2021.
(month) (year)



 Signature of authorized agent of contracting business entity (Declarant)

DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

AssetWorks LLC (Facilities Division)	2441 Nacogdoches Road, PMB 535	Com
Company Name	Address	
San Antonio	Texas	78217
City	State	Zip

DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? TS
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? TS
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? TS
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? TS
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? TS
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the

substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? T S
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? T S
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? T S
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? T S
(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree? T A
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor’s Cooperative Contract.

Does vendor agree? T A
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? T A
(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? T A
(Initials of Authorized Representative)

14. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree? T A
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

AssetWorks LLC (Facilities Division)

Company Name


Signature of Authorized Company Official

Trey Drake

Printed Name

General Manager

Title

March 1, 2021

Date

DOC #11 ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

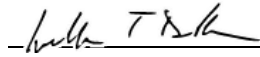
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



March 1, 2021

Signature of Respondent

Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: AssetWorks LLC (Facilities Division)

Street: 2441 Nacogdoches Road, PMB 535

City, State, Zip Code: San Antonio, TX 78217

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Trey Drake, an authorized representative of AssetWorks LLC (Facilities Division), a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.


Authorized Signature and Title

March 1, 2021
Date

Company Name:
Street:
City, State, Zip Code:

State of Texas

County of Bexar

I, Trey Drake of the San Antonio
Name City

in the County of Bexar, State of Texas of full
age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of AssetWorks LLC (Facilities Division)
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

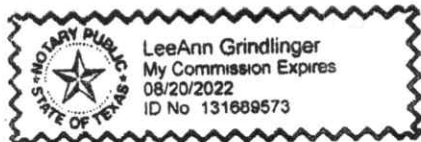
AssetWorks LLC (Facilities Division)
Company Name

Trey Drake General Manager
Authorized Signature & Title

Subscribed and sworn before me

this 1st day of March, 2021
LeeAnn Grindlinger
Notary Public of Texas
My commission expires 2021

SEAL



Company Name: AssetWorks LLC (Facilities Division)
Street: 2441 Nacogdoches Road, PMB 535
City, State, Zip Code: San Antonio, TX 78217

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

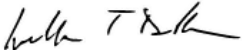
- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
 OR
- 2. A photo copy of their Certificate of Employee Information Report _____
 OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form X
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

 General Manager

March 1, 2021
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

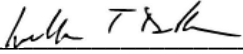
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

8. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

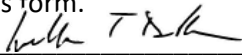
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	AssetWorks LLC (Facilities Division)		
Address:	2441 Nacogdoches Road, PMB 535		
City:	San Antonio	State:	TX
		Zip:	78217

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 _____
 Trey Drake _____
 General Manager _____
 Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #16 STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

Subchapter S

Corporation

Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>1st</u> day of <u>March</u> , 20 <u>21</u> .	<u>Trey Drake</u> (Affiant)
(Notary Public) <u>Lee Ann Grindlinger</u>	<u>Trey Drake, General Manager</u> (Print name & title of affiant)
My Commission expires: <u>8/20/2022</u>	(Corporate Seal)



DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

ATTACHMENT: AssetWorks_Contractual Exceptions_RFP R10-1114_Region 10 ESC

ATTACHMENTS

- ATTACHMENT A: Equalis Group Exhibits**
- ATTACHMENT B: Pricing**
- ATTACHMENT C: State Notice (NO RESPONSE REQUIRED)**

AssetWorks:

ATTACHMENT: *CSI_financial-statements_Q4_2018-2020*

ATTACHMENT: *AssetWorks_Environmental_Policy*

ATTACHMENT: *AssetWorks_IWMS Implementation_RFP_Region 10 ESC*

ATTACHMENT: *AssetWorks_SoftChalk_RFP_Region 10 ESC*

ATTACHMENT: *AssetWorks_Executives Resumes_2021*

ATTACHMENT: *AssetWorks_AiM Resumes & Certifications_2021*

ATTACHMENT: *AssetWorks_Value Added Features*

ATTACHMENT: *AssetWorks_Contractual Exceptions_RFP R10-1114_Region 10 ESC*

ATTACHMENT: *AssetWorks_1FM-SaaS Agreement*

ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following Administration Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in following Administration Agreement.

- Respondent wishes to negotiate directly with Equalis Group on terms and conditions. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

ATTACHMENT: AssetWorks_Contractual Exceptions_RFP R10-1114_Region 10 ESC

Note: if a respondent wishes to negotiation the Administrative Fee amount, the respondent should choose the option to negotiate here.



Consolidated Financial Statements
(In U.S. dollars)

CONSTELLATION SOFTWARE INC.

For the years ended December 31, 2020 and 2019

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Income

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	Years ended December 31,	
	2020	2019
Revenue		
License	\$ 234	\$ 226
Professional services	751	673
Hardware and other	169	173
Maintenance and other recurring	2,815	2,417
	3,969	3,490
Expenses		
Staff	2,050	1,797
Hardware	97	101
Third party license, maintenance and professional services	330	300
Occupancy	35	35
Travel, telecommunications, supplies, software and equipment	152	201
Professional fees	60	49
Other, net	13	73
Depreciation (notes 7 and 8)	105	92
Amortization of intangible assets (note 9)	403	331
	3,246	2,979
Foreign exchange loss (gain)	2	11
TSS membership liability revaluation charge (note 13)	65	52
Finance and other expense (income) (note 19)	(4)	(4)
Bargain purchase gain (note 4)	(2)	(45)
Impairment of intangible and other non-financial assets (note 9)	12	-
Finance costs (note 19)	46	42
	120	55
Income before income taxes	603	456
Current income tax expense (recovery)	221	164
Deferred income tax expense (recovery)	(55)	(41)
Income tax expense (recovery)	167	123
Net income	436	333
Earnings per share		
Basic and diluted (note 20)	\$ 20.59	\$ 15.73

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Comprehensive Income

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	Years ended December 31,	
	2020	2019
Net income	\$ 436	\$ 333
Items that are or may be reclassified subsequently to net income:		
Foreign currency translation differences from foreign operations and other	9	(4)
Other comprehensive income (loss) for the period, net of income tax	9	(4)
Total comprehensive income (loss) for the period	\$ 445	\$ 330

See accompanying notes to the consolidated financial statements.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Cash Flows

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	Years ended December 31,	
	2020	2019
Cash flows from operating activities:		
Net income	\$ 436	\$ 333
Adjustments for:		
Depreciation	105	92
Amortization of intangible assets	403	331
TSS membership liability revaluation charge	65	52
Finance and other expense (income)	(4)	(4)
Bargain purchase (gain)	(2)	(45)
Impairment of intangible and other non-financial assets	12	-
Finance costs	46	42
Income tax expense (recovery)	167	123
Foreign exchange loss (gain)	2	11
Change in non-cash operating assets and liabilities exclusive of effects of business combinations (note 27)	117	(28)
Income taxes paid	(162)	(140)
Net cash flows from (used in) operating activities	1,186	767
Cash flows from (used in) financing activities:		
Interest paid on lease obligations	(8)	(7)
Interest paid on other facilities	(32)	(31)
Increase (decrease) in CSI facility	(65)	65
Increase (decrease) in revolving credit under debt facilities without recourse to CSI	(31)	5
Proceeds from issuance of term debt under facilities without recourse to CSI	48	49
Repayments of term debt under facilities without recourse to CSI	(6)	(2)
Credit facility transaction costs	(2)	(3)
Payments of lease obligations	(66)	(51)
Distribution to TSS minority owners (note 13)	-	(11)
Dividends paid	(85)	(509)
Net cash flows from (used in) in financing activities	(247)	(496)
Cash flows from (used in) investing activities:		
Acquisition of businesses (note 4)	(477)	(549)
Cash obtained with acquired businesses (note 4)	97	118
Post-acquisition settlement payments, net of receipts	(105)	(74)
Purchases of other investments	(4)	(11)
Interest, dividends and other proceeds received	2	6
Property and equipment purchased	(25)	(34)
Net cash flows from (used in) investing activities	(512)	(544)
Effect of foreign currency on cash and cash equivalents	15	1
Increase (decrease) in cash	442	(273)
Cash, beginning of period	316	589
Cash, end of period	\$ 758	\$ 316

See accompanying notes to the consolidated financial statements.

AssetWORKS
IWMS



CONSTELLATION
SOFTWARE
INC.

Consolidated Financial Statements
(In U.S. dollars)

CONSTELLATION SOFTWARE INC.

For the years ended December 31, 2019 and 2018



CONSTELLATION SOFTWARE INC.

Consolidated Statements of Financial Position

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	December 31, 2019	December 31, 2018*
Assets		
Current assets:		
Cash	\$ 316	\$ 589
Accounts receivable	422	362
Unbilled revenue	110	80
Inventories (note 5)	31	34
Other assets (note 6)	184	143
	1,062	1,207
Non-current assets:		
Property and equipment (note 7)	78	67
Right of use assets (notes 8 and 31)	234	-
Deferred income taxes (note 17)	45	47
Other assets (note 6)	72	64
Intangible assets (note 9)	1,997	1,549
	2,425	1,728
Total assets	\$ 3,488	\$ 2,935
Liabilities and Shareholders' Equity		
Current liabilities:		
CSI facility (note 10)	\$ 63	\$ -
Debt without recourse to Constellation Software Inc. (note 11)	57	51
TSS membership liability (note 13)	86	67
Accounts payable and accrued liabilities	529	464
Dividends payable (note 18)	21	21
Deferred revenue	788	657
Provisions (note 14)	13	7
Acquisition holdback payables	76	47
Lease obligations (notes 15 and 31)	62	-
Income taxes payable (note 16)	36	30
	1,732	1,344
Non-current liabilities:		
Debt without recourse to Constellation Software Inc. (note 11)	153	102
TSS membership liability (note 13)	136	117
Debentures (note 12)	222	215
Deferred income taxes (note 17)	246	192
Acquisition holdback payables	25	25
Lease obligations (notes 15 and 31)	187	-
Other liabilities (note 6)	101	74
	1,069	725
Total liabilities	2,800	2,069
Shareholders' equity (note 18):		
Capital stock	99	99
Accumulated other comprehensive income (loss)	(40)	(37)
Retained earnings	628	804
	687	866
Subsequent events (notes 18 and 29)		
Total liabilities and shareholders' equity	\$ 3,488	\$ 2,935

See accompanying notes to the consolidated financial statements.

* The Company applied IFRS 16 "Leases" using the modified retrospective method. Under this method, the comparative information is not restated. See note 31.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Income

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	Years ended December 31,	
	2019	2018*
Revenue		
License	\$ 226	\$ 198
Professional services	673	616
Hardware and other	173	175
Maintenance and other recurring	2,417	2,072
	<u>3,490</u>	<u>3,060</u>
Expenses		
Staff	1,797	1,565
Hardware	101	96
Third party license, maintenance and professional services	300	265
Occupancy (note 31)	35	78
Travel, telecommunications, supplies, software and equipment	201	181
Professional fees	49	39
Other, net	73	52
Depreciation (note 31)	92	27
Amortization of intangible assets	331	279
	<u>2,979</u>	<u>2,582</u>
Foreign exchange loss (gain)	11	(3)
TSS membership liability revaluation charge (note 13)	52	55
Finance and other expense (income) (note 19)	(4)	(17)
Bargain purchase gain (note 4)	(45)	(69)
Finance costs (notes 19 and 31)	42	26
	<u>55</u>	<u>(8)</u>
Income before income taxes	456	486
Current income tax expense (recovery)	164	127
Deferred income tax expense (recovery)	(41)	(20)
Income tax expense (recovery)	<u>123</u>	<u>106</u>
Net income	<u>333</u>	<u>379</u>
Earnings per share		
Basic and diluted (note 20)	\$ 15.73	\$ 17.91

See accompanying notes to the consolidated financial statements.

* The Company applied IFRS 16 "Leases" using the modified retrospective method. Under this method, the comparative information is not restated. See note 31.

CONSTELLATION SOFTWARE INC.

Consolidated Statements of Comprehensive Income

(In millions of U.S. dollars, except per share amounts. Due to rounding, numbers presented may not foot.)

	Years ended December 31,	
	2019	2018*
Net income	\$ 333	\$ 379
Items that are or may be reclassified subsequently to net income:		
Foreign currency translation differences from foreign operations	(4)	(10)
Deferred income tax recovery (expense)	-	-
Other comprehensive (loss) income for the period, net of income tax	(4)	(10)
Total comprehensive income (loss) for the period	\$ 330	\$ 369

See accompanying notes to the consolidated financial statements.

* The Company applied IFRS 16 "Leases" using the modified retrospective method. Under this method, the comparative information is not restated. See note 31.

The intent of this document is to ensure a common understanding of the environmental mission and values of AssetWorks among our employees and other stakeholders. Our **MISSION** defines what we want to accomplish as a company in the area of environmental protection. Our **VALUES** describe the manner in which we intend to pursue our mission. Together, they provide guidelines for actions that characterize the kind of company we intend to be.

AssetWorks is dedicated to protecting and preserving the environment. We shall conduct all aspects of our business in an environmentally responsible manner consistent with our corporate values. This is a fundamental part of our business and the responsibility of each AssetWorks employee.

1. Compliance

We are committed to conducting our business in an environmentally responsible manner while ensuring compliance with the letter and spirit of all applicable and relevant environmental laws, Company policies and requirements.

2. Leadership

We strive to be a leader in environmental performance. We will assess our progress towards this goal through internal measurement, external benchmarking, incorporating best practices, instituting mechanisms to drive continuous improvement, and participating in research where appropriate.

3. Performance Management

We drive continuous improvement in the environmental performance of our business by establishing goals, programs and procedures that govern our business and tie performance to corporate and divisional environmental goals and objectives. Progress against these goals will be regularly reported to divisional and corporate management.

4. Global Standards

We adhere to Company goals, programs, procedures and policies designed to provide the same level of respect for the environment globally.

ROLE AND RESPONSIBILITIES

5. Environmental Impact

We value prevention as the best way to protect the environment. Where we cannot prevent environmental impact, we commit to identify and evaluate the environmental impacts of our operations and strive to minimize those impacts by leveraging best practices to protect natural resources, consistent with Global Sustainable Development.

6. Product Stewardship

In both the way we develop new products and operate our physical offices, we strive to minimize potential environmental impact and we provide our employees with the information necessary for environmentally responsible disposal and possible recycling of materials, supplies and components integral in daily operations.

7. Communication

We foster openness and dialogue with our employees and the facilities in which we operate by assisting building managers in promoting sensible operations and responding to concerns about the potential environmental impacts.

8. Education and Training

We value well-informed and trained employees as essential in achieving environmental excellence. We provide appropriate environmental education and training programs to our employees to ensure that they are prepared to perform their jobs in an environmentally responsible manner. We develop the knowledge and skills of our working professionals to facilitate their professional growth and foster business excellence in executing their environmental responsibilities.

Line Responsibility

Division heads/business unit leaders are responsible for implementation of, and ongoing adherence to, this policy and will jointly approve Corporate Environmental Policy, approve strategies for achieving leadership in environmental protection consistent with our mission and values, and track the environmental progress and performance of the Company. The division heads/business unit leaders will ensure that managers from their divisions/business units provide input into environmental strategies, policies, and programs, as appropriate. Division heads/ business unit leaders are also responsible for ensuring that adequate resources are provided in their organizations to support and track environmental performance.

Functional Responsibility

The Vice President of Product Development is the senior company official who shall advise Corporate Officers on the need for environmental programs and will report to the Officers on environmental issues and results at a frequency decided by the members. The VP is responsible for ensuring appropriate input from representatives of each operating division, Legal, Public Affairs, Finance, Human Resources, and Professional Services organizations in developing these programs. The VP will also assist line management by assuring that subject matter expertise is available to support their responsibilities under this policy.

1FM Implementation Services *(AssetWorks IWMS Implementation RFP Region 10 ESC)*

At AssetWorks, our approach to services will be based on three primary strengths:

1. **Our Team.** The AssetWorks Professional Services Team consists of six skilled implementation specialists, including five Senior Project Managers and one Project Manager. Our team has a combined average of over 20 years of experience implementing and supporting IWMS systems.
2. **Prior Experience with Organizations.** The AssetWorks professional services team has extensive experience working with facilities organizations. We understand and will implement business processes and operating procedures in accordance with system-wide and specific organization governance and administrative policies. We have a proven track records successfully integrating the AiM FMS with PeopleSoft, the SFDB Oracle Financials, and many other Organizations' systems. We understand day-to-operations within organizations like your Organization and their daily challenges.
3. **Change Management.** Change is difficult. One of the biggest challenges an organization faces adopting new software is streamlining old, antiquated processes and pushback from stakeholders who are resistant to change. If left unchecked, old mindsets can undermine our best efforts. This can result in unnecessary process rework, schedule and cost overruns. Conventional implementation methodologies exacerbate this challenge because they don't provide a way for stakeholders to engage with the software early in the implementation process. At AssetWorks, we have developed an implementation approach and that addresses this challenge. Client stakeholders will be hands-on working within the IWMS from Day 1.

As part of the implementation service, senior project managers will also act in a consultancy capacity to identify early any risks we feel are associated with change management. We will work with the client project team members and executive leadership to identify and mitigate risks.

1FM Modules and Products

1FM combines our most popular AssetWorks IWMS features supporting operations, planning, maintenance, assessment needs, inventory, purchasing, financial charge backs, space management, field operations, and customer service requests. This offering has been paired with an implementation and training strategy that focuses on success by emphasizing a speed-to-value execution approach. The result is a distinctive opportunity to bring the power of an enterprise IWMS to your organization through a competitive subscription model that scales to meet your needs today and provides the features to facilitate the growth you expect tomorrow, without straining already overburdened internal IT resources.

Customers select which features should be part of your organization's Facility and Operations solution. Once the Facility and Operations Package is in place the Customer can continue to grow by adding on other major cloud-based packages and features. Each package is subscription-based, cloud-enabled, and based upon the same model of implementation as the Facility and Operations base package.

Facilities & Operations Package

The Facility and Operations base package starts you off with the powerful options of a Work Order management system, including Work Planning, Scheduling, Preventative Maintenance, Inventory control, Purchasing, Receiving, Contracts, Invoicing, Mobile support for field operations and inspections, and a robust self-service request tracking system. A complete end-to-end assessment and needs analysis component has been designed into this solution with a quick and innovative method to perform a facility-wide assessment with scoring and bulk imports to obtain preliminary FCI. Everything that you need to provide a Physical and Capital Needs Assessment is provided in one system further supported with business intelligence including out-of-the-box metrics and easily filtered dashboards you can share with your teams.

Authentication		Base or Optional
Authentication	Authentication options including local auth, LDAP, SSO with CAS (Central Authentication Service), OKTA SAML or Shibboleth.	Base
Customer Service		Base or Optional
Work Request / Intake	Standard customer request templates work seamlessly with 1FM Operations & Maintenance. Training Videos Conceptual: What is ReADY Request? Conceptual: System Configuration Conceptual: Forms/Workflows Training: Entering a Request Training: Approving a Request Training: Following-up on a Request	Base
Property Management		Base or Optional
Property Profiles	Tracks building inventory and room data. This is the basis for locating work orders and assets. Training Videos Conceptual: Property Hierarchy Conceptual: Property and Location Screens Conceptual: Property Portfolio Training: Property Management Data Loader Training: Property and Location Management	Base
Zone-Based Shops	Automatically assigns work based on property for zone maintenance shops. Training Videos Conceptual: Property Zones Training: Auto Assigning Work by Zone	Optional
Property Contacts	Associate employees to properties and includes them in ReADY Request workflows Training Videos Conceptual: Property Contacts Training: Managing Property Contacts and Notifications	Optional
Asset Management		Base or Optional
Assets	Captures serialized equipment and building systems. Tracks maintenance history by associating assets to maintenance work orders. It is the basis for using the preventive maintenance module and assessment and needs analysis module. Training Videos Conceptual: Asset Boot Camp Conceptual: Go Asset Management Conceptual: AssetSync Training: AiM Asset Acquisition and Relocation Training: Asset Basics for Go Asset Management Training: Go Asset Management Setup Training: Using Go Asset Management Training: Using Replacement Tags in AiM and Go Training: Using AssetSync	Base

Asset Inspections	<p>Conduct inspections using the Go Asset Management. Created on-demand inspections or generate in AiM Preventive Maintenance. Convert remedial actions to customer requests for corrective work order follow-up.</p> <p>Training Videos Conceptual: Asset Inspections Training: How to Setup a New Inspection Type Training: Asset Inspections with GO Asset Management Training: Inspections for Building Cleanliness (COVID-19)</p>	Optional
Asset Rental	<p>Track asset rental and charge work orders for asset usage.</p> <p>Training Videos Conceptual: Asset Rental Training: Asset Availability and Reservations Training: Tracking Asset Rentals and Returns Training: Asset Package Setup</p>	Optional
Asset Meters	<p>Track meter readings and usage. Use readings to auto-schedule preventive maintenance work.</p> <p>Training Videos Conceptual: Asset Meters Training: Asset Meter Data Loader Training: Managing Asset Meters Training: Understanding Meter Based PM Scheduling</p>	Optional
Human Resources		Base or Optional
Organization Management	<p>Track organizations and departments, which are then associated to work orders, assigned to locations, and used within ReADY Request.</p> <p>Training Videos Conceptual: Organization Hierarchy Training: Organization Data Loader Training: Managing Organizations</p>	Base
Employee Management	<p>Track employees and pertinent employee information including labor and payroll values, work schedules, training information, and location information.</p> <p>Training Videos Conceptual: Employee Hierarchy Conceptual: Contact Types, Contact Profiles, Employee Profiles Training: Employee Data Loader Training: Managing Employee Information in AiM Training: Using AiM as your HR System of Record</p>	Base
Training Courses	<p>Identify and maintain certification history for employees, and optionally restrict employee assignments to work orders based on current certification and training.</p> <p>Training Videos Conceptual: Training Courses Training: Tracking Training Certifications Training: Enforcing Training Certification by Work Code or Asset Group</p>	Optional
Overtime Rotation	<p>Notify and track employee for overtime opportunities. Tracking consists of capturing whether the opportunity was accepted, rejected, or notification was not made.</p> <p>Training Videos Conceptual: Overtime Rotation Training: Using Overtime Rotation</p>	Optional

Shop Management	<p>Define shops as well as details related to the shop such as labor rates, account structure, and approval rights for time, shop stock, etc.</p> <p>Training Videos Conceptual: Shop Hierarchy Conceptual: Shop Management Training: Shop Data Loader Training: Shop Definition and Management Training: Managing Labor Rates by Shop vs. Employee Training: Managing Trade Capacity</p>	Base
Preventive Maintenance		Base or Optional
Templates	<p>Configure maintenance details and schedules for PM work orders generated by AiM.</p> <p>Training Videos Conceptual: PM Template, PM Standards, PM Materials Training: Preventive Maintenance Standards Training: Managing PM Templates Training: PM Nesting Training: Managing Projected Dates Training: Managing Assets on PM Templates Training: Generating PM Work Orders</p>	Base
Routes	<p>Apply PM routes to assets to simplify meter reading in Go Asset Management</p> <p>Training Videos Training: How to setup and Manage Preventive Maintenance Routes</p>	Optional
RS Means Procedures	<p>Use RS Means PM standards within AiM to define maintenance checklists on work orders</p> <p>Training Videos Training: Using RS Means Maintenance Procedures Training: Adding Location Coefficients and Cost of Living Adjustments</p>	Optional
Work Management		Base or Optional
Work Order Management	<p>Define how work is classified, who requested the work, where the work is to be performed, by whom, the amount of time to accomplish the job, and the amount of money the job required. Track the task(s) that comprise the work order including the work required, the location of the work, who will perform the work, which asset or equipment is worked on, and when to perform the work.</p> <p>Training Videos Conceptual: Work Order Hierarchy Conceptual: Work Order Classification Conceptual: Phase Information Conceptual: Go Work Management Training: Entering a Work Order Training: Updating a Work Order Training: Go WM Work Queue and Daily Assignments Training: Go Work Management Phase Details Training: Adding Notes and Pictures to Work Orders Training: Completing PM Checkpoints Training: Rapid Status Update</p>	Base

Problem Codes	<p>Quickly identify commonly requested issues and apply default values to the work order.</p> <p>Training Videos Training: Updating Problem Codes</p>	Optional
Phase Email Notifications	<p>Auto-send a pre-defined email upon change of a work order or phase status, often used to notify of initiation or completion of work.</p> <p>Training Videos Training: How to setup phase status email notifications</p>	Optional
Shop Stock	<p>Expense uncontrolled shop inventory to work orders.</p> <p>Training Videos Conceptual: Shop Stock Training: Shop Stock Data Loader Training: How to Setup Locations and Parts Training: Expensing Shop Stock to Work Orders Training: Shop Stock Approval & Adjustment</p>	Optional
Work Planning & Scheduling	<p>Filter, retrieve, and assign work in an easy-to-use, graphical interface. View work for any given shop and its people for up to a week at a time. Update job status, assign people, and view or enter notes as needed. Drag jobs onto individual people and days to create daily assignments.</p> <p>Training Videos Conceptual: Team Scheduler Training: Daily Assignments Training: Team Scheduler</p>	Optional
Time Management		Base or Optional
Time Management	<p>Track labor hours on work orders using timecards, which can be entered in both AiM and Go Work Management.</p> <p>Training Videos Conceptual: Time Management Training: Rapid Timecard Entry Training: Time Entry Go WM Training: Timecard Approval Training: Timecard Adjustment</p>	Base
Leave Management	<p>Manage leave balances for employees and record leave usage through timecards.</p> <p>Training Videos Conceptual: Leave Management Training: Leave Manager</p>	Optional
Finance		Base or Optional
Work Order Accounting	<p>Capture the full picture of job costs using double-entry accounting.</p> <p>Training Videos Conceptual: Account Management Conceptual: Phase Funding Methods Training: Account Data Loader Training: Accounts Training: Subcodes</p>	Optional

Work Order Billing	<p>Define billing rules and generate billing transactions.</p> <p>Training Videos Conceptual: Work Order Billing Setup Training: Work Order Bill Generator Training: Using the Work Order Generator to Bill and Close Work Orders</p>	Optional
External Charges	<p>Record miscellaneous costs for work orders. Import charges from another system using the external charge import.</p> <p>Training Videos Conceptual: External Charges Training: External Charge Entry and Approval Training: External Charge Import</p>	Base
Inventory Management		Base or Optional
Basic	<p>Maintain an inventory of warehouse parts and bins. Use warehouse requests, pick tickets, and release/return functionality to manage part usage on work orders.</p> <p>Training Videos Conceptual: Inventory 101 Conceptual: Inventory 102 - Managing Inventory Conceptual: Warehouse Management Conceptual: Go Inventory Training: Manufacturer Data Loader Training: Inventory Part Data Loader Training: Warehouse Bin Data Loader Training: Vendor Catalog Data Loader Training: Understanding Class/Commodity/Item Part Classifications Training: Entering Initial Part Balances into AiM Training: Managing Inventory Parts with Go Training: Managing Inventory Kits Training: Request and Record Materials in Go WM Training: Processing Pick Tickets in AiM Training: Processing Pick Tickets with Go Training: Entering a Counter Release in AiM Training: Entering a Counter Release with Go Training: Entering a Counter Return in AiM Training: Entering a Counter Return with Go Training: AiM Warehouse Transfers Training: AiM Inventory Adjustments</p>	Optional
Advanced	<p>Perform physical counts in AiM and Go, use the inventory reorder generator to automatically create purchase order transactions for inventory.</p> <p>Training Videos Training: Material Safety Data Sheet Data Loader Training: AiM Configuration for Physical Counts Training: Physical Counts Generation and Approval Training: Counting Inventory with Go Training: Using the Inventory Reorder Generator</p>	Optional

Purchasing & Accounts Payable		Base or Optional
Purchasing & A/P	<p>Manage external purchases using purchase orders, purchase cards, and spot purchases. Perform 3-way matching with receiving and invoicing functionality.</p> <p>Training Videos Conceptual: Purchasing 101 Conceptual: Go Purchasing Conceptual: Go Receiving Training: Purchase Requests with Go Training: Purchase Orders Training: Purchase Order Approval with Go Training: Purchase Receiving and Disbursement Training: Receiving with Go Training: Disbursing with Go Training: Reverse Disbursement in AiM Training: Reverse Disbursement with Go Training: Blanket Purchase Orders Training: Purchase Card Transactions Training: Spot Purchases Training: Spot Purchases with Go Training: Vendor Catalog Training: Purchase Generator Training: Purchase Order Invoice Training: PO Invoice Adjustments/Voids</p>	Optional
Contract Administration		Base or Optional
Contractor Management	<p>Manage external vendors for use with purchasing, contract administration, lease management, and energy management.</p> <p>Training Videos Conceptual: Contractor Management Training: Contractor Data Loader Training: Contractors</p>	Optional
Service Contracts	<p>Establish contracts with vendors, associate to work orders, and track invoices. Identify supported services to default contractors to work orders automatically.</p> <p>Training Videos Conceptual: Service Contracts Training: Service Contract Administration Training: Service Contract Invoices Training: Service Contract Invoice Adjustment/Void Training: Associating Service Contracts to Work Orders</p>	Optional
Project Management		Base or Optional
Project Management	<p>Group work orders to track work and costs for maintenance projects.</p> <p>Training Videos Conceptual: Project Management Training: Managing Projects Training: Project Groups Training: Planned Work Orders</p>	Optional

System Administration		Base or Optional
System Administration	Manage users and permissions. Configure personas and WorkDesk setups. Training Videos Conceptual: System Administration Training: User Security Data Loader Training: User Management Training: User WorkDesk Setup	Base
AiM Basics		Base or Optional
AiM Basics	Training Videos Training: Navigating AiM Training: Searching and Queries Project Implementation Support Conceptual: AiM IQ 101	Base
Assessment & Needs Analysis		Base or Optional
FCI Calculation	Establish a facility condition index for each building quickly based upon rating building systems. Training Videos Conceptual: FCI Overview Training: Entering Rankings and Replacement Cost Training: Calculating FCI and Reporting	Optional
Capital Budget Request	Track capital requests and budget requests. Training Videos Conceptual: Capital Budget Request Training: Entering a Capital Request through ReADY Training: Workflow and Approval of a Capital Request in ReADY Training: Entering a Capital Request in AiM Training: Creating a Capital Budget Request	Optional
Strategic Plan	Measure the ability to execute plans based upon a strategic vision. Capture deficiencies, asset renewals, and capital requests to gain a full view of organizational needs. Training Videos Conceptual: ANA 101 Conceptual: Property Portfolio Analysis - Strategic Planning Training: Asset Lifecycle and Renewal Training: Deficiencies Training: Managing Cost Models Training: Property Portfolios Training: Property Needs Analysis Training: Strategic Plan Training: Asset Renewal Export/Import/Review Training: Deficiency Export/Import/Review Training: Cost Model Import/Review	Optional

Environmental Health & Safety		Base or Optional
Hazardous Building Materials	Identify hazardous materials within buildings. Track the location and quantity of the materials. Record abatement actions. Training Videos Conceptual: Hazardous Building Material Identification Training: Hazardous Building Material Data Loader Training: Hazardous Building Material Identification Training: Hazardous Building Material Abatement	Optional
Containerized Material	Maintain an inventory of hazardous materials stored within containers. Track the release and return of entire containers or track partial disbursement and recovery to/from the containers. Training Videos Conceptual: Containerized Material Training: Containerized Material Data Loader Training: Containerized Material Identification Training: Containerized Material Release Training: Containerized Material Return Training: Containerized Material Disbursement Training: Containerized Material Recovery Training: Containerized Material Disposal	Optional
Estimating		Base or Optional
Estimating	Estimate labor and material costs using price books and estimate items. Create multiple estimates and options to assist in project planning. Optionally load the RS Means price book into the estimating module. Training Videos Conceptual: Estimating Training: Price Book Management Training: Estimate Entry	Optional
Keys		Base or Optional
Key Management	Track and maintain the key inventory, including key coding and association to locations, access points, locks, and cores Training Videos Conceptual: Access Points, Locks and Cores Conceptual: Key Management Training: Key Management Data Loader Training: Access Points, Locks and Cores Training: Managing Keys Training: Managing Key Copies Training: Managing Key Rings	Optional
Key Release/Return	Request, select, and issue keys to individuals, organizations, and contractors. Training Videos Conceptual: Key Request & Key Release Training: Key Request Training: Key Ticket Training: Key Release Training: Key Return Training: Key Ring Release Training: Key Ring Return	Optional

Space Package		
<p>The Space Package includes Lease Management, Functional Usage Splits, Program Allocations, Grant Tracking, Space Analysis, Space Viewing, Move Management, and Bulk import and export of property and space data.</p>		
Space Management		Base or Optional
Occupancy Management	<p>Assign organizations to locations and associate functional usage to each organization. Track employee assignment per location. Identify instructional programming within locations.</p> <p>Training Videos Training: Organizational Occupancy Training: Program Location Training: Space Analysis Training: Floor Viewer</p>	Base
Grant Management	<p>Track grants and principal investigators and associate to locations to assist with indirect cost recovery.</p> <p>Training Videos Training: Grant and Principal Investigator Setup Training: Grant Location</p>	Optional
Move Orders	<p>Move employees and assets from one location to another, optionally link to work orders.</p> <p>Training Videos Training: Move Order</p>	Optional
SpaceSync	<p>Review and approve updates to Location, Occupancy, Program Location, Grant Location and Occupants in bulk quantities.</p> <p>Training Videos Training: SpaceSync for New Records Training: SpaceSync for Updated Records Training: SpaceSync Import Training: SpaceSync Review/Approve</p>	Base
CAD Integration	<p>Use the AiM AutoCAD Plugin to import to push new and updated CAD drawings and data to AiM.</p> <p>Training Videos Training: Drawing Export Training: CAD Floor Review and Approval Training: Space Viewer</p>	Optional

Lease Management		Base or Optional
Payable Lease	Track and manage leases as the lessee, including payment schedules and renewal options. Capture invoices paid to lessors. Training Videos Training: Lease Type and Class Training: Payable Lease Training: Lease Invoice Training: Lease Invoice Approval Training: Lease Invoice Adjustment Training: Lease Invoice Generator	Optional
Receivable Lease	Track and manage leases as the lessor, including payment schedules and renewal options. Capture invoices payments from lessees. Training Videos Training: Lessee Training: Receivable Lease Training: Lease Invoice Payment Training: Lease Invoice Payment Approval Training: Lease Invoice Payment Adjustment Training: Lease Invoice Payment Generator	Optional
GIS		Base or Optional
GIS Integration	Link to GIS WMS and WFS services to display map data within AiM. Identify properties and assets on the map and geo-locate work orders. Training Videos Training: GIS Setup Training: GIS Viewer	Optional

Capital Project Management Package		Base or Optional
Owner's Rep system that includes budgeting, scheduling, contracting, and accounts payable features. Account and Funding source management, and a mobile solution that supports workflow, site inspections and issue capture by project managers. Training Videos Coming Soon...		Base
Sustainability Package		Base or Optional
Utility Billing, Green, Predictive Maintenance. Training Videos Coming Soon...		Base

Project Implementation Support

Developed with your organization in mind, 1FM provides a smooth implementation experience and ample support to ensure that your stakeholders can learn the system and train their staff. Your organization will be assigned a dedicated 1FM Implementation Specialist who will guide your team through the implementation process, start to finish.

AssetWorks will support your team throughout the implementation process to ensure a timely and successful conversion process. 1FM implementation services are quoted on a time & materials basis, which allows your organization to use only the services you need. If fewer hours are required, implementation costs are lower. If your organization requires additional services for activities like data migration support or instructor-guided training, we can repurpose unused hours from other areas of the project or adjust the overall engagement to accommodate your organization's needs.

Project Services and Timeline

AssetWorks will deliver services as identified in a project timeline, where Billable Hours are indicated. The gray shaded tasks with 0 Billable Hours are client tasks - responsibilities the Client has with respect to this project, separate from AssetWorks deliverables, and critical to the project schedule. Actual Project start date to be determined by Client and AssetWorks after the agreement has been executed.

Implementation Management

Monthly Executive Sponsor meetings may be held between the Customer and ASSETWORKS Executive Sponsors to maintain open communications and serve as a final escalation point if required. Meeting will take place by conference call.

Implementation Consulting

Throughout all phases of the project, AssetWorks will provide project support on an as-needed basis. These activities are performed as a time and materials service. The client may request additional consulting services for understanding functionality, data mapping, or process alignment.

Each feature within the 1FM solution includes a pre-defined number of consulting hours. Any additional consulting services will be handled through the Change Order process.

Data Migration

For each Data Migration, AssetWorks will provide the Client pre-formatted data load templates to facilitate import of organizational data into the AiM Test Environment.

For each Data Migration summary task in the project timeline, the Client will identify one representative from its Core Team to collect and organize data into the preformatted spreadsheets provided by AssetWorks. Client will submit to AssetWorks consolidated and complete data loads templates with records for all participating organizations, at one time.

For each Data Migration summary task in the project timeline, AssetWorks will load revised data into the Client AiM Test Environment. If, after the first attempt, there are data errors, the Client representative will correct problematic data and AssetWorks will reload the data once more. Note that any additional data migration activities required by the Client will constitute a change in scope; in such event, AssetWorks will provide the Client with a change request and proposal for additional services.

Training

The intent of 1FM is to include all the tools necessary for the Client to easily manage the implementation internally. Pre-configured setups and business processes eliminate the need for time-consuming design sessions. Training videos provide instruction for all users of the system. The Client is responsible for developing any additional training material and conducting training beyond 1FM training videos. Additional training service requests will be handled through the Change Order process.

Custom Development Services

For Design Specification and Development Services, AssetWorks shall notify Client of the completion of deliverable(s) set forth in this Service Order, or, if applicable, provide a copy thereof to Client. If the deliverable does not conform to the description for such deliverable specified in this Statement of Work, Client shall have (3 business days after AssetWorks' submission of the deliverable ("Acceptance Period") to give AssetWorks written notice that specifies any deficiencies in detail. AssetWorks shall promptly correct any such deficiencies and resubmit the deliverable for Client's review. Client shall provide AssetWorks with written acceptance of conforming deliverables. If Client fails to provide written notice of any deficiencies within the Acceptance Period, as provided above, such deliverable shall be deemed accepted upon the expiration of the Acceptance Period.

Installation Services

Hardware and Network

- AssetWorks will be responsible for providing all the database and associated operating system software for the implementation of the 1FM solution.

Database Installation and Configuration

- AssetWorks will be responsible for installation and configuration of ReADY and AiM. AssetWorks Customer Care will provide guidance and support to the Client, as needed.

ASSETWORKS Software Deployment

- AssetWorks will enable each feature as defined above.

Single Sign-on

- Single Sign-on (SSO) is included in the scope of this SOW. Supported authentication services include services LDAP, CAS, OKTA SAML and Shibboleth. For other authentication methods, a discovery call may be scheduled to allow AssetWorks to gather more information. If necessary, AssetWorks will submit a separate quote for additional services.



eLearning Content Authoring Software (LMS compatible)

SoftChalk Cloud's eLearning content creation & management features include...

Content Authoring

With SoftChalk Cloud, every educator can create awesome online course curriculum that will delight and engage their students! It combines the ease of SoftChalk's desktop authoring solution with the power of cloud collaboration.

Interactivity and Engagement

Create online lessons that include interactive games, self-assessment quiz questions and annotated text. When it's this easy to create your own content that gives learners rich, interactive learning experiences, why would you not?

Track Student Outcomes

The score tracking features in SoftChalk Cloud allow both the teacher and the student to know where the learner has understanding and where he is struggling. Know which questions and activities the student got right and wrong, how long they spent on the content, and how many lesson attempts they made.

Publish to any LMS

Yes, SoftChalk Cloud works with your learning management system (LMS)! Deliver your lessons seamlessly within the LMS course interface—students never leave the native LMS environment. And in many cases, you can also track student scores from SoftChalk lessons directly into your LMS gradebook!

Why do I need SoftChalk if I already have an LMS?

Learning management systems are designed to help educators manage student coursework, assignments and evaluations. While some offer content authoring features, most of those tools have limited features. But content authoring is where SoftChalk Cloud shines. That makes it the perfect companion product for your LMS. With SoftChalk, you can create media-rich, interactive, awesome content for all your LMS courses. Your LMS doesn't have built-in tools that let you create Sample Lessons or Sample Interactives. And remember – you can deliver this content directly in your LMS so that it is seamless to your students!

Accessibility Compliance

Your digital curriculum has to meet accessibility requirements. If you're looking for a way to ensure that the e-learning content you create is usable and accessible by all students, let us help you. SoftChalk has been recognized by specialists in the field as a leader among software companies in addressing accessibility issues. Our goal is to enable educators to easily incorporate accessibility requirements into their everyday work so that all students can have the best possible educational experience.

Multi-platform authoring

Whether you're a Windows or a Mac devotee, use your favorite operating system to create your eLearning Content—SoftChalk Cloud supports both for authoring. Everything you create is interchangeable—so you can author content on one platform and easily switch to another. The SoftChalk content you create is web-based, so students can view with any standard web browser on any platform—Windows, Mac, ipad, tablet, Chrome, smart phone, etc.

Community OER Repository

SoftChalk Share is our Open Education Resource, learning object repository with thousands of free learning materials, created by educators like you! See what other educators have created using SoftChalk; then create something of your own to share with the world!

SoftChalk Cloud for the Enterprise

Now your institution can create, collect, manage and share your eLearning content in your own enterprise version of the SoftChalk Cloud Platform.

[Which SoftChalk Cloud is right for you?](https://softchalk.com/buy-now#whichisrightforyou) <https://softchalk.com/buy-now#whichisrightforyou>

STAFF	TITLE	YEARS OF EXPERIENCE	PROFESSIONAL HISTORY
Cristina Wheless New Braunfels, Texas	Chief Operating Officer	23	<p>CHIEF OPERATING OFFICER, ASSETWORKS LLC 2020 - Present</p> <p>CHIEF CUSTOMER OFFICER, ASSETWORKS LLC 2019 - 2020</p> <p>CHIEF SERVICES OFFICER, ASSETWORKS LLC 2017-2019</p> <p>CEO AND PROFESSIONAL SERVICES MANAGER, CKIS CONSULTANTS 2006 - 2017</p> <p>FAMOUS SOFTWARE LLC, FRESNO, CALIFORNIA 1997 - 2006</p> <p>Manager, Software Quality Assurance 2004 - 2006</p> <p>Business Analyst/Sr. Project Manager 2002 - 2006</p> <p>Quality Assurance Engineer/Lead 1999 - 2002</p> <p>Technical Writer/Website Administrator 1997 - 1999</p>
Richard Sepulveda San Antonio, Texas	Director of Finance	32	<p>DIRECTOR OF FINANCE, ASSETWORKS, LLC 2018-present</p> <p>ACCOUNTING MANAGER, ASSETWORKS, LLC 2015-2018</p> <p>DIVISION CONTROLLER-CONTAINER, WASTEQUIP 2013-2014</p> <p>SR. FINANCE MANAGER, HARLAND CLARKE 2000-2013</p> <p>SR. FINANCIAL ANALYST, GAYLORD CONTAINER 1998-2000</p> <p>PLANT CONTROLLER/GENERAL ACCOUNTANT, UNION CAMP CORPORATION 1988-1998</p>
Sean O'Brien Woodstock, GA	Global Director of Education Marketing	2	<p>GLOBAL DIRECTOR OF MARKETING, ASSETWORKS December 2020 - Present (4 months)</p> <p>INTERNATIONAL MARKETING LEAD, ASSETWORKS May 2019 - December 2020 (1 year 8 months)</p> <p>FOUNDER, AFFORDABLE COLLEGE January 2015 - Present (6 years 3 months)</p> <p>DIRECTOR OF STRATEGIC PARTNERSHIPS, ASHWORTH COLLEGE September 2013 - December 2014 (1 year 4 months)</p> <p>HIGHER EDUCATION PARTNERSHIPS MANAGER, MARKET MOTIVE December 2012 - August 2013 (9 months)</p>

Marshall McSpadden Austin, Texas	Account Executive, Facilities Division	21	<p>ACCOUNT EXECUTIVE, ASSETWORKS LLC 2018-Present</p> <p>SENIOR SALES ENGINEER ORACLE CLOUD, ORACLE 2015 – 2018</p> <p>SENIOR SOFTWARE ARCHITECT SAAS, COMPUTER ASSOCIATES INTERNATIONAL, INC. 2008 – 2015</p> <p>SENIOR SALES ENGINEER, COMPUTER ASSOCIATES INTERNATIONAL, INC. 2005 – 2008</p> <p>SALES ENGINEER AND IMPLEMENTATION CONSULTANT, COMPUTER ASSOCIATES INTERNATIONAL, INC. 2000 – 2005</p> <p>INSIDE SALES REPRESENTATIVE, STERLING SOFTWARE 1998 – 2000 (<i>Acquired by Computer Associates International, Inc.</i>)</p>
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Mary Beth Huneke Richmond, Virginia	Regional Sales Manager, SoftChalk	34	<p>REGIONAL SALES MANAGER, ASSETWORKS, LLC February 2021 – Present</p> <p>DIRECTOR OF SALES, SOFTCHALK, LLC (<i>Acquired by AssetWorks LLC</i>) 2017-2021</p> <p>DIRECTOR OF SUPPORT SERVICES, SOFTCHALK, LLC (<i>Acquired by AssetWorks LLC</i>) 2007-2017</p> <p>TECHNICAL WRITER, HEALTH INFORMATICS, INC 2007, 2003-2005</p> <p>WEB INFORMATION ARCHITECT, MULTIMEDIA DEVELOPMENT SPECIALIST, VIRGINIA COMMONWEALTH UNIVERSITY 2005-2006</p> <p>INFORMATION TECHNOLOGY SPECIALIST, PROGRAMMER ANALYST, VIRGINIA COMMONWEALTH UNIVERSITY 1991-2003</p> <p>COMPUTER CONSULTANT, SOFTWARE SUPPORT SERVICES (SELF-EMPLOYED) 1990-1991</p> <p>ASSOCIATE TECHNICAL SUPPORT ENGINEER, BUSINESSLAND 1986-1990</p> <p>ENGLISH TEACHER, NEW KENT VIRGINIA HIGH SCHOOL 1984-1986</p> <p>ENGLISH AS A SECOND LANGUAGE TEACHER, FAIRFAX COUNTY VIRGINIA ADULT EDUCATION 1981-1982</p> <p>PEACE CORPS VOLUNTEER, NIGER WEST AFRICA 1978-1980</p>

Tasheka Steverson Virginia Beach, VA	Regional Sales Director, SoftChalk	13	REGIONAL SALES DIRECTOR, ASSETWORKS LLC 2010-Present REGIONAL SALES MANAGER, SOFTCHALK, LLC (Acquired by AssetWorks LLC) 2008-2010 DIRECTOR, BUSINESS DEVELOPMENT & CONTINUING EDUCATION NEW HORIZONS COMPUTER LEARNING CENTERS 2005-2008 ACCOUNT EXECUTIVE, NEW HORIZONS COMPUTER LEARNING CENTERS 2003-2005 INTERACTIVE MARKETING SALES REPRESENTATIVE, AMERICA ONLINE/AOL TIME WARNER 2000-2003 ACCOUNT MANAGER, CAREERS & COLLEGES PUBLISHING 1998-2000
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AiM Resumes & Certifications 2021


AssetWorks employees listed below are likely candidates to perform system implementation services for this project. Personnel are assigned to the project based on the scope of work and availability at the time the contract is signed. Other equally qualified candidates may be offered as schedules permit.


Each of the following AssetWorks employees has experience performing implementation tasks for public sector clients around the country. All project personnel adhere to a proprietary implementation methodology that has proven to successfully implement the system smoothly, within budget and on time.


CERTIFICATIONS:

*SME = Subject Matter Expert PMP = Project Management Professional CAPM = Certified Associate in Project Management

STAFF	TITLE	AiM PILLAR CORE COMPTENCIES	YEARS OF SERVICE	PROFESSIONAL HISTORY
Robert Baker Austin, Texas	Vice President of Services	Bob is the leader of the Services organization, which consists of Professional Services and Custom Solutions. Bob’s job is to ensure maximum customer value and timely delivery of implementation, integration, data migration, and training services in support of AssetWorks IWMS software. Bob has been with AssetWorks since July of 2016.	5	<p>VICE PRESIDENT OF PROFESSIONAL SERVICES, ASSETWORKS LLC 2019-Present</p> <p>DIRECTOR PROFESSIONAL SERVICES, ASSETWORKS LLC 2016-2019</p> <p>DELL TECHNOLOGIES, ROUND ROCK, TX 2000 – 2016</p> <p>Deployment and Field Services (Management and PM Roles) 2011-2014</p> <p>Supply Chain Management (Management and PM Roles) 2003-2011</p> <p>Warehouse Manager, Warranty Parts 2000-2002</p> <p>IMPLEMENTATION SPECIALIST – WAREHOUSE OPERATIONS , AMERISERVE DISTRIBUTION, INC.</p>
Aaron G. Davis Columbus, Ohio	Custom Development Manager	<p>AiM IQ</p> <p>Assessment & Needs Analysis</p> <p>Operations & Maintenance</p> <p>Space Management</p> <p>Go Mobile Applications</p> <p>Planning & Scheduling</p> <p>Real Estate (Property Management)</p> <p>System Administration</p>	15	<p>CUSTOM SOLUTIONS ARCHITECT, ASSETWORKS LLC Present</p> <p>CUSTOM SOLUTIONS ARCHITECT, ASSETWORKS LLC 2019-2020</p> <p>PROJECT MANGER, ASSETWORKS LLC 2015-2019</p> <p>SYSTEMS MANAGER, OHIO STATE UNIVERSITY 2006-2015</p>

Cricket Manjarrez Melbourne, Florida	Project Manager	ReADY Request (*SME) Go Mobile Applications Operations & Maintenance Property Management	10	PROJECT MANGER, ASSETWORKS LLC 2017-Present PRODUCTION CONTROL MANAGER,GEORGE WASHINGTON UNIVERSITY 2012-2017 PREVENTIVE MAINTENANCE COORDINATOR, GEORGE WASHINGTON UNIVERSITY 2010-2012 TECHNICAL COORDINATOR, MONA ELECTRIC, INC 2000-2005
Gilbert L. Oswald San Antonio, Texas	Senior Project Manager	Assessment & Needs Analysis BIRT Reporting Capital Planning & Project Management Energy Management Estimating Go Mobile Applications Key & Access Control Motorpool Operations & Maintenance Purchasing Real Estate & Lease Management Space Management & AutoCAD Systems	24	SENIOR PROJECT MANGER, ASSETWORKS LLC 2006-Present MAINTENANCE MANAGEMENT ADMINISTRATOR, BROWARD COUNTY FLORIDA 2005 - 2006 FACILITY SERVICES SYSTEM ADMINISTRATOR, CALIFORNIA STATE UNIVERSITY SAN MARCOS 1997-2005
Justin Husted Boone, North Carolina	Project Manager, PMP 	BIRT Reporting Capital Planning & Project Management Operations & Maintenance Real Estate & Lease Management Go Mobile Applications	5	PROJECT MANGER, ASSETWORKS LLC 2016-Present BUSINESS ANALYST, MOUNTAIN STATES HEALTH ALLIANCE (MSHA) 2016-2016 IT SYSTEMS TECHNICIAN, APPALACHIAN STATE UNIVERSITY 2012-2016
Matt Turner Virginia Beach, Virginia	Manager of Professional Services / Senior Project Manager	ReADY Request Operations & Maintenance Go Mobile Applications Inventory Preventive Maintenance Purchasing Real Estate Management	6	MANAGER OF PROFESSIONAL SERVICES, ASSETWORKS LLC 2019-present SENIOR PROJECT MANAGER, ASSETWORKS LLC 2015- 2019 SENIOR MECHANICAL TECHNICIAN, GENERAL DYNAMICS 2014-2015 PROJECT MANAGER, SUPERIOR MARINE SOLUTIONS 2012-2014

<p>Mike Keelin Fayetteville, Arkansas</p>	<p>Senior Project Manager</p> 	<p>Assessment & Needs Analysis AssetSync BIRT Reporting Capital Planning & Project Management Go Mobile Applications Inventory Key & Access Control Operations & Maintenance Preventive Maintenance Purchasing Real Estate & Lease Management)</p>	<p>31</p>	<p>SENIOR PROJECT MANAGER, ASSETWORKS LLC 2013- Present</p> <p>SENIOR FUNCTIONAL CONSULTANT, ACCRUENT 2001-2013</p> <p>FACILITIES MANAGEMENT PROJECT/PROGRAM MANAGER, UNIVERSITY OF ARKANSAS 1990-2001</p>
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<p>Will Kline San Antonio, Texas</p>	<p>Senior Project Manager, PMP</p> 	<p>AiM IQ (*SME) Assessment & Needs Analysis BIRT Reporting Capital Planning & Project Management COBie/BIM (*SME) Energy Management Environmental Health & Safety Estimating Facility Condition Assessment (*SME) Go Mobile Applications Green & Sustainability Key & Access Control Motorpool Operations & Maintenance Purchasing Real Estate & Lease Management Space Management & AiMCAD</p>	<p>21</p>	<p>SENIOR PROJECT MANAGER, ASSETWORKS LLC 2003- Present</p> <p>CONSULTANT, ASSETWORKS LLC 2001-2003</p> <p>CAD TECHNICIAN, OTM ENGINEERING 2000-2001</p>
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<p>Glenn Adams Auburn, Alabama</p>	<p>Vice President of Product Management</p>	<p>ReADY Request Assessment & Needs Analysis Capital Planning & Project Management (*SME) Space Management (*SME) Energy Management (*SME)</p>	<p>16</p>	<p>DIRECTOR OF PRODUCT MANAGEMENT, ASSETWORKS LLC 2019-Present</p> <p>PRODUCT MANAGER, ASSETWORKS LLC 2012- 2019</p> <p>INFORMATION TECHNOLOGY MANAGER, AUBURN UNIVERSITY – FACILITIES DIVISION 2005-2012</p> <p>CERTIFIED INTERNET WEBMASTER (CIW)/ORACLE INTERNET ACADEMY INSTRUCTOR, PRUDEN CENTER FOR INDUSTRY AND TECHNOLOGY 2003-2005</p>
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Jeff Youngblood
Huntsville, Alabama

Project Manager

AiM IQ
Operations & Maintenance
Asset Management
Go Mobile Applications
ReADY Request

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PROJECT MANAGER, ASSETWORKS LLC
2019-Present


LEGISLATIVE SYSTEMS ANALYST II, COMPTROLLER OF THE TREASURY, STATE OF TENNESSEE
1993 to 1998

LAN Manager, VANDERBILT UNIVERSITY-FACILITIES
1998 to 2019

MAINTENANCE SYSTEM OPERATOR, UNIVERSITY OF TENNESSEE MEDICAL CENTER
1991 to 1993

Howard Wolf
Milwaukee, Wisconsin

Associate Project Manager, CAPM



Operations & Maintenance
Go Mobile Applications
ReADY Request
ReADY Space
Space Management
AiMCAD / AutoCAD Integration
AiM Data Migration

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PROJECT MANAGER, ASSETWORKS LLC
2019-Present

MECHANICAL DESIGN ENGINEER, POWER/MATION
2018-2019

MANUFACTURING ENGINEERING INTERN, WISCONSIN STAMPING & MANUFACTURING;
2017-2018

CAD DRAFTER/ MACHINING APPRENTICE, AC PRECISION,
2014-2016



CEO Corner

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PMI Online Credential Registry

Certifications

Project Management Professional (PMP)®

Name	City	Country	Credential	Earned	Status
Justin Husted	San Antonio, NC	United States	PMP	20 Feb 2015	Active
Will M Kline	San Antonio, TX	United States	PMP	09 Apr 2011	Active

Certified Associate in Project Management (CAPM)®

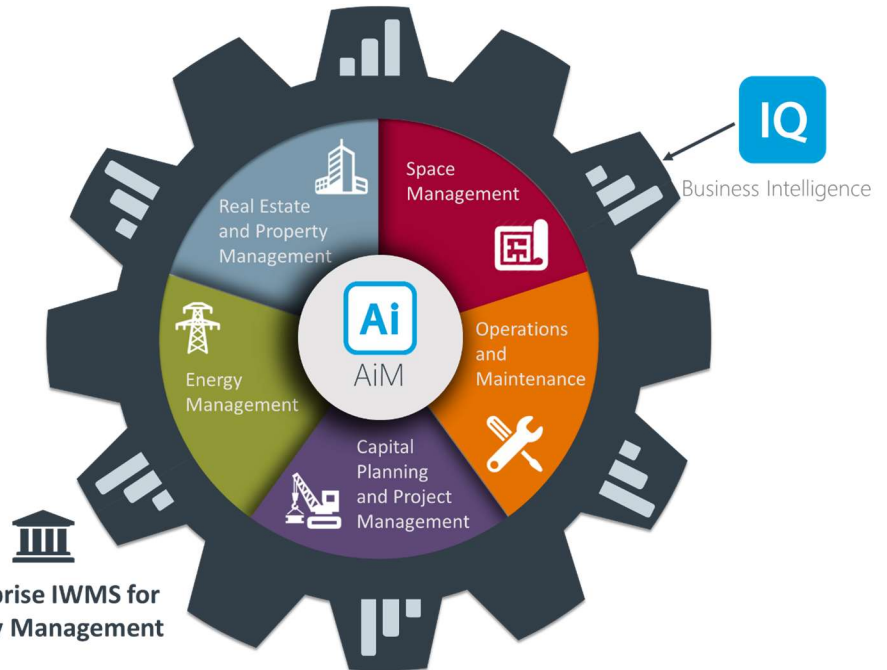
Name	City	Country	Credential	Earned	Status
Howard Wolf	Richfield, WI	United States	CAPM	22 Aug 2019	Active



Detailed Cost Tracking and Allocation: Our industry leading cost tracking and cost allocation capabilities enable users to allocate costs according to the requirements of their organization. All material, labor, equipment and contract costs related to facilities maintenance and management are tracked and can be allocated to different accounts for properties, customers, shops or equipment based on the business rules and processes within the organization. Complete client billing and charge-back can occur while ensuring a complete audit trail of all costs and charges. For example, many of the AssetWorks clients use our system in their Physical Plant Department to manage all their facilities centrally. They track and allocate costs across and between budgeting centers. Many times this involves allocating costs to different departments within a single facility (i.e. by park property, pool, area, location, etc). Or, a budget center may occupy multiple spaces or be responsible for multiple sites and require a consolidated accounting. The AssetWorks IWMS products support all of these scenarios.

Self-Service for Your Customers

Flexibility: The AssetWorks AiM solution is a flexible application that can be configured to support a customer’s existing business practices, workflows, and Standard Operating Procedures (SOPs). A customer can implement the system without changing the way business is done - and you can take advantage of this flexibility and perform a business process review/analysis and then configure the system to support any new process. AiM integrates with many popular ERP applications, building management systems and facility condition software, providing a single gateway for data interchange between business management and infrastructure management.



Enterprise IWMS for Facility Management

Leverage and Leading Technology: Not only are we active in the industry (supporting and collaborating with key professional associations), we’re happy to share our facilities expertise and best practices knowledge with our customers. We do this by regularly hosting webinars and providing video recordings of webinars through our Customer Care Portal, publishing valuable content via a newsletter and blog, and authoring whitepapers and case studies. We also facilitate the sharing of knowledge through peer networking via our user community and annual user conference where attendees learn from other organizations like themselves. Lastly, we strive to adopt and conform to industry standards and provide metrics data that enable organizations to benchmark their performance with others.



Role-Based Apps for Your Mobile

Scalability: The AssetWorks solutions are proven to support both small and large environments that have multiple facilities and any number of users. AssetWorks has several client sites who manage more than 20 million square feet of facilities and grounds with hundreds of concurrent users.

Industry Expertise and Best Practices: All implementation services are provided by AssetWorks employees to bring new customers up and running on time and within budget. The AssetWorks project team members follow the company's implementation methodology consistently across the client spectrum. The implementation process that has been developed over the years is proprietary to AssetWorks; which is efficient, cost-effective and proven to successfully implement the system. An Assetworks Project Manager stays with your project over the lifetime of its use, ensuring that the Organization's goals are established and quality is delivered.

CONTRACTUAL EXCEPTIONS
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AssetWorks (“Vendor/Respondent”) has reviewed the terms of the Request for Proposal (“RFP” (“Customer Terms”). If awarded the opportunity, Company is prepared to discuss a mutually agreed contract with Region 10 ESC (“Customer” or “Region 10 ESC”) containing all relevant terms for its services consistent with the Customer Terms and Vendor’s response.

Reference	Term Description	Exceptions
APPENDIX E	Vendor Contract -General Terms and Condition	Are as follows:
4.2	Form of Contract	ATTACHMENT: AssetWorks_1FM-SaaS Agreement
4.6	Order of Precedence	Vendor has reviewed the terms of the RFP presented by Region 10 ESC. Vendor believes its specific contract terms which fully define the parties’ rights and obligations with respect to the proprietary solution proposed by Vendor which supplement the terms of the RFP, especially with respect to the license of software and related services should take precedence. As contemplated by the RFP, Vendor is prepared to work in good faith with Region 10 ESC to negotiate a fair and balanced contractual arrangement and reconcile any differences between the terms of the RFP and Region 10 ESC standard contract(s) in a positive and expeditious manner.
5.1	Cancellation for non-performance	Last sentence to be deleted: “Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.”
5.2	Termination for cause	Second to last sentence to be deleted: “In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity.”
5.3	Delivery/Service failures:	Last sentence to be deleted: “In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.”
7	Delivery Provisions	To be intentionally deleted – not applicable.
8.1	Payment	Last sentence to be deleted – to be subject to the payment terms in the applicable Vendor agreement.
9.2	Price Increases	TBD – based on the Vendor’s applicable agreement.
9.5	Prevailing Wage	To be modified to as applicable to the jurisdiction of the Vendor and the location of its employees and/or personnel.
10.1	Audit	Delete: “Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense.” AssetWorks has various existing contracts in place with other EDUs, government and state agencies; it is the procuring agencies responsibility to determine which ordering document is best suited for their use. Solutions are provided based on each entity’s specific requirements and circumstances which are not ubiquitous across organizations.
11.6	Warranty	Intentionally deleted – Warranty to be subject to the applicable Vendor Agreement.
13.3	Indemnity	Request to be modified third party claims, to the extent arising from Vendor’s gross negligent act or omission in the performance of its obligations under the agreement.
Add	Limitation of Liability	Except for damages or limits and liability which can not be excluded or limited by law, Vendor shall not be liable for any consequential, indirect, incidental, special, or punitive or exemplary damages, including but not limited to or loss

		of profits, revenue, data or use by Customer, any of its users, or any other third party, whether in an action in contract or tort or strict liability or other legal theory, even if a party has been advised of the possibility of such damages. The Vendor's total aggregate liability for all matters shall be limited to the total fees paid during the twelve month period immediately preceding the event given rise to the claim.
ATTACHMENT A	Equalis Group Administration Agreement	By corporate policy, Respondent requires a limitation of liability in all contracts that limits liability to direct damages and caps the amount of liability to the contract value.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (“Agreement”) is effective , 20 (“Effective Date”) and entered into between AssetWorks LLC (“AssetWorks”), a Texas corporation, located at 2441 Nacogdoches Road, PMB 535 San Antonio, TX 78217 and (“Customer”), a , located at . In consideration of the mutual covenants contained herein, the parties agree as follows:

Overview

1FM is a Software as a Service cloud-based distribution model that delivers turnkey software applications, hosting and support as a combined service provided by AssetWorks under this Agreement (collectively the “SaaS”). This Agreement describes the respective responsibilities of the parties and the service levels. This Agreement incorporates the following Schedules that shall be considered an integral part of this Agreement:

- Schedule 1 Solution Packages
- Schedule 2 Hosting Services
- Schedule 3 Maintenance & Support
- Schedule 4 Professional Services
- Schedule 5 Fee Schedule

1. Software as a Service, Maintenance and Professional Services

- A. Software as a Service. In consideration of the fees paid by Customer under this Agreement, AssetWorks will provide Customer with access, through a website or designated IP address, to specific components in its proprietary software (“Software”) hereunder listed on Schedule 1, in an isolated, single-tenant environment, which is maintained by AssetWorks in a hosted environment at a third-party data center (“Hosting Services”), as set forth in Schedule 2.
- B. Maintenance. AssetWorks will provide (i) online and telephone support relating to the use of the SaaS and (ii) updates, enhancements and modifications to the Software as they are developed and made generally available (“Maintenance and Support”), as set forth in Schedule 3.
- C. Services. Subject to the payment of Service fees, AssetWorks will provide Customer with training, consultation, and other related services (“Professional Services”), as set forth in Schedule 4.

2. Rights and Permitted Use

- A. Right of Use Grant. Subject to the terms and conditions of this Agreement, AssetWorks grants to Customer a non-exclusive and non-transferable right for Authorized Users to access and use the ReADY, AiM and Go Software, and Documentation for Customer’s internal business operations. “Authorized Users” means Customer’s employees or independent contractors working within their job responsibilities or engagement by Customer or other end user for which AssetWorks has granted Customer the right to use the SaaS. “Documentation” means documentation in the form of instructions, videos, digital curriculum and manuals provided by AssetWorks electronically, that describes the function and use of the SaaS. The Customer may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to Customer at AssetWorks’ standard rates.
- B. Restrictions. Customer will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Customer’s Authorized Users; (iv) interfere with or disrupt the integrity or performance of the SaaS or third party data contained therein; or (v) attempt to gain unauthorized access to the SaaS or its related systems or networks.
- C. Customer Data. Customer shall retain all right, title, and interest in and to the data entered or submitted by Customer by means of the SaaS (“Customer Data”). Customer grants to AssetWorks a royalty-free, non-exclusive,

non-transferable license for the term of this Agreement to use Customer Data to the extent necessary to perform its obligations under this Agreement. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and AssetWorks will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business which includes but not limited to anonymized institutional and transactional data for use in its sales, marketing and training material and/or demonstrations.

3. Term

The Term of the Agreement shall commence as of the Effective Date and shall continue for five (5) years (“Initial Term”) unless terminated earlier as set forth below.

At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms, unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

4. Fees and Payments

- A. Customer shall pay AssetWorks the applicable fees as set forth in Schedule 5. The Annual Service Fee will increase 5% on each anniversary during the Initial Term, and every successive one-year renewal term.
- B. Customer shall be responsible for all taxes and charges assessed or imposed with respect to amounts payable hereunder, including without limitation state and local, occupation, sales, use or excise taxes paid or payable by AssetWorks, exclusive however of taxes imposed on AssetWorks’ net income by the United States or any political subdivision thereof.
- C. If Customer wishes to make monthly payments by credit card or P-Card or any other type of purchasing card program all to which such transaction constitutes a credit card charge, an additional credit card processing transaction fee will be calculated at four and one half percent (4.5%).
- D. AssetWorks shall invoice Customer annually, in advance, and all invoiced fees shall be due and payable within thirty (30) days of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset.
- E. Any amounts not paid when due will be subject to interest accrued at twelve percent (18%) per annum compounded quarterly, which interest will be immediately due and payable from the due date for payment until the date of actual receipt of the amount in cleared funds by AssetWorks. Interest payments that are accrued during billing disputes should be credited back to the Customer if said dispute is found to be through no fault of the Customer.
- F. A Customer will be considered delinquent if payment in full is not received forty-five (45) days from the date of the invoice. AssetWorks reserves the right to suspend any Service including Customer’s access to the SaaS if the Customer account becomes delinquent and is not cured within ten (10) days of written notice from AssetWorks. Customer will continue to be charged and hereby agrees to pay for SaaS during any period of suspension. Customer’s failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle AssetWorks, without any additional notice, to terminate the Agreement.
- G. If Customer terminates this Agreement other than pursuant to Section 3, a Service Termination Fee equal to 100% of the current Annual Service Fee will be billed annually until the end of the then current Term of this Agreement.

5. Ownership of Software and Data

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by AssetWorks in providing Services under the Agreement. AssetWorks shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, AssetWorks agrees to provide Customer with a copy of Customer's data files, as they exist at the date of expiration or termination. Nothing contained herein is intended to modify the Customer's rights under any separate license agreement between Customer and AssetWorks.

6. Intellectual Property Rights

- A. Customer acknowledges and agrees that the Software consists of proprietary source code developed and owned by AssetWorks as well as contributions made by third parties whose source code ("Third Party Software") is incorporated into and made a part of the Software.
- B. AssetWorks owns all intellectual property rights in and to: (i) the SaaS; (ii) the Software; (iii) all updates, enhancements and modifications to the Software and SaaS; (iv) any Documentation or data related to the SaaS; and (v) any software, applications, inventions, or other technology developed in connection with the Software or the SaaS. Customer obtains no rights, title or interest in the Software, SaaS, or Documentation and only is permitted a license to use the Software and SaaS as expressly provided in this Agreement.
- C. Neither party grants to the other party under this Agreement any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings, or other brand designations; provided however, Customer hereby grants to AssetWorks the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the Software in AssetWorks' promotional materials. AssetWorks agrees to discontinue such use within seven (7) days of (i) receipt of Customer's written request or (ii) termination of this Agreement for any reason (including expiration), whichever is earlier.

7. Confidentiality

- A. Each party acknowledges it may have access to confidential information of the other party. "Confidential Information" shall mean any information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other similar information whether obtained or disclosed orally or in writing. To the extent practicable, the disclosing party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, the obligation of Confidentiality shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential.
- B. Confidential Information shall not include information that: (i) becomes generally available to the public through no fault of the receiving party; (ii) is lawfully provided to the receiving party by a third party not under an obligation of confidentiality; (iii) was lawfully possessed by the receiving party prior to receiving the Confidential Information from the disclosing party, as evidenced by the receiving party's records; or (iv) the receiving party can demonstrate was independently developed by receiving party without use of the disclosing party's Confidential Information. The receiving party agrees it will not disclose Confidential Information to any third party without the prior written consent of the disclosing party.
- C. The receiving party will limit access to the Confidential Information to its directors, officers, employees, agents, advisors, and contractors who (i) have a need to know the Confidential Information in connection with the Purpose, (ii) are bound to confidentiality obligations no less restrictive than those set forth herein, and (iii) have been informed of the confidential nature of such information. The receiving party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential and proprietary information of a similar nature, and, in any event, with at least a reasonable degree of care.

8. Warranty Disclaimer/Limitation of Liability

- A. AssetWorks represents that it has the right to grant right of use of the Software to Customer as provided in Section 2. AssetWorks further represents that the Software will conform to the specifications published by AssetWorks or provided by AssetWorks to Customer in the Documentation. In the event the Software fails to conform to the Documentation, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of this Section 8 D.
- B. AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the AssetWorks Software infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim, but such defense and payments are conditioned on the following: (i) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (ii) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (iii) should the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (i) procure for Customer a non-infringing license to use the Software; (ii) modify the Software so that it becomes non-infringing; (iii) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year from the date of receipt of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software.
- C. Customer agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of Customer's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.
- D. The warranty period for the Software shall extend for a period of ninety (90) days from the date of delivery of the Software. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:
 - i. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are required to correct the error with due dispatch.
 - ii. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.
- E. AssetWorks does not warrant third party software. Warranties, if any, for third party software is passed through to Customer.
- F. THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY ASSETWORKS AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ASSETWORKS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES IN THIS AGREEMENT. SUCH WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE SO LONG AS ASSETWORKS IS MAKING GOOD FAITH EFFORTS TO CORRECT DEFECTS OR FAILURES UNDER THE TERMS OF THE WARRANTY. NEITHER ASSETWORKS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE ASSETWORKS SOFTWARE SHALL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE ASSETWORKS SOFTWARE EVEN IF ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- G. IN NO CASE SHALL ASSETWORKS' AGGREGATE LIABILITY FOR ALL MATTERS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY RECEIVED BY ASSETWORKS PURSUANT TO THIS AGREEMENT DURING THE PREVIOUS TWELVE (12) MONTH PERIOD. THE PARTIES AGREE TO THE FOREGOING LIABILITY RISK ALLOCATION. ANY CLAIM BY CUSTOMER AGAINST ASSETWORKS RELATING TO THIS AGREEMENT MUST BE MADE IN WRITING AND PRESENTED TO ASSETWORKS WITHIN SIX (6) MONTHS AFTER THE DATE ON WHICH THIS AGREEMENT EXPIRES OR IS OTHERWISE TERMINATED.

9. Termination

- A. Except as otherwise provided in Section 4. F. of this Agreement, a default shall occur if: (i) a party fails to perform any of its material obligations under the Agreement and such failure remains uncured for thirty (30) days after receipt of written notice thereof; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within ninety (90) days or makes an assignment for the benefit of creditors.
- B. If default occurs, the non-defaulting party, in addition to any other rights available to it under law or equity, may withhold its performance hereunder or may terminate the Agreement by written notice to the defaulting party. Unless otherwise provided in the Agreement, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.
- C. Upon termination of this Agreement, whatever the reason, the Documentation and any copies thereof made by Customer pursuant to this Agreement shall be returned to AssetWorks.

10. Third Party Integration

Customer acknowledges that Customer may need to obtain additional third party technology ("Third Party Technology"). Customer agrees that the rights and licenses with respect to Third Party Technology shall be under a separate purchase, license or services agreement by and between the Customer and the vendors of such Third Party Technology. Customer shall comply with the applicable purchase and/or license agreement with respect to any Third Party Technology. Any amounts payable to any such vendors shall be the Customer's responsibility and Customer assumes all risks and liabilities to third party vendors.

11. Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be void. No assignment of this Agreement shall be valid until and unless consented to in writing by the consenting party and assumed by the assignee in writing. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

12. [Reserved]

13. Entire Agreement

This Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and Customer with respect to the subject matter hereof. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's use only, and any provisions inconsistent with this Agreement shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and Customer with respect to the subject matter hereof. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or Customer unless agreed to in writing by both parties.

14. Governing Law

The Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to choice of law principles. Subject to Section 21 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Texas. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

15. Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

16. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

17. Waiver

No provision of the Agreement may be waived unless in writing, signed by both of the parties hereto. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

18. Notices

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile, e-mail or certified mail, postage prepaid, or overnight courier to such person and address as may be designated from time to time by the relevant party, which initially shall be the address set forth in the signature block below.

19. Headings

The Section headings in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

20. Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

21. Dispute Resolution

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of a controversy, claim or dispute (Dispute). If the Dispute has not been resolved after such time or a time period as mutually agreed upon between the parties, the parties will escalate the Dispute to more senior levels within its organization. If the parties are unable to resolve any Dispute at the senior management level, then the Dispute

arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the State of Texas. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which AssetWorks concludes performance under this Agreement.

22. Relationship of Parties

The relationship of the parties shall at all times be one of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

23. Conflicting Provisions

This Agreement and all of the exhibits, schedules, and documents attached hereto are intended to be read and construed in harmony with each other, but in the event any provision in any attachment conflicts with any provision of this Agreement, then this Agreement shall be deemed to control, and such conflicting provision to the extent it conflicts shall be deemed removed and replaced with the governing provision herein.

24. Counterparts

The Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Counsel

By execution of this Agreement, each of the parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

26. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.



SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

AssetWorks LLC

Customer

Name: _____

Name: _____

Title: _____

Title: _____

Sign: _____

Sign: _____

Date: _____

Date: _____

Notice Address:
2441 Nacogdoches Road
PMB 535
San Antonio, Texas 78217
Attn: Mindy Payne
mindy.payne@assetworks.com

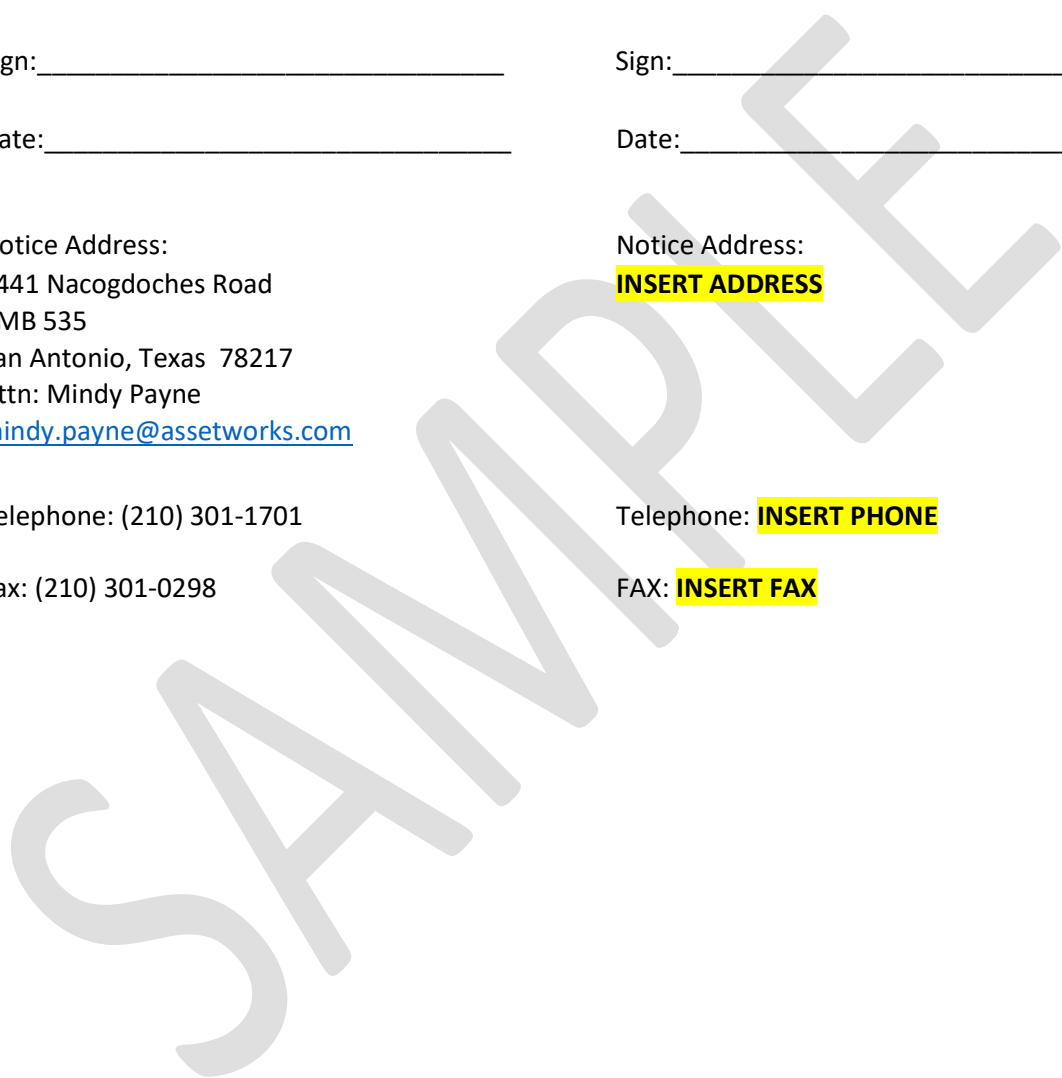
Notice Address:
INSERT ADDRESS

Telephone: (210) 301-1701

Telephone: **INSERT PHONE**

Fax: (210) 301-0298

FAX: **INSERT FAX**





SCHEDULE 1 SOLUTION PACKAGES

OVERVIEW

1FM Solution packages included software products, with base and optional features preconfigured to support the specific workflows and business processes delivered with 1FM. (Refer to Exhibit A Statement of Work for a listing of base and optional features to be included with the subscription.)

1. IWMS BUNDLES

NAME	ReADY	AiM	Go Mobile
Facilities & Operations	ReADY Request	Operations & Maintenance, Assessment & Needs Analysis, Real Estate, Asset Rental, Team Scheduler, Estimating, Customer Service, Key & Access Control, Environmental Health & Safety, IQ, AiMPort, AssetSync, Single Sign On, and the Advanced Business Automation Engine	Go Work Management Go Asset Management Go Inventory Go Purchasing Go Receiving
Space	ReADY Space	Space Management AiMPort COBie Space Sync Lease Forge CAD GIS AiMCAD?	
Capital Project Management		Capital Planning & Project Management	Go CPPM
Sustainability		Energy Management Green	

2. STANDARD DATA CONNECTOR BUNDLES

NAME	INCLUDES	DESCRIPTION
Financial	Account Inbound Account Extension 1-16 Inbound External Charges Inbound Work Order Journal Entry Inbound Financial Transaction Outbound	Financial integrations support. Validate account codes from external system, import charges from external systems, import journal entries, and export work order billing data to external system.

Procurement	<p>Work Order Outbound Purchase Request Outbound Purchase Order Inbound Purchase Order Outbound Purchase Receive Outbound</p> <p>Purchase Order Invoice Inbound</p>	<p>Purchasing integrations support. Work Order export for reference in purchasing integrations. Purchasing integrations can start at the purchase request or the purchase order. Purchasing data sent to external system and approval confirmation sent back to AiM. Receiving data exported from AiM to external procurement system and Purchase Order Invoice data imported back into AiM completing the process.</p>
Payroll	<p>Employee Inbound Leave Inbound Timecard Outbound</p>	<p>Employee Inbound is included for labor rate updates. Import Leave accrual from external system and export timecard data from AiM for payroll.</p>
Energy	<p>Meter Reading Inbound Utility Bill Inbound Utility Bill Invoice Outbound</p> <p>Financial Transaction Outbound</p>	<p>For meter readings the customer has an option between the monthly or the daily option based on their reading interval needs. Utility Bill import handles utility bills from multiple vendors. Customer Invoice Outbound exports utility bill invoice charges from AiM to feed into external system. Utility billing transactions are exported with the Financial Transaction Outbound to financial system.</p>
CPPM Contracts	<p>Construction Contract Inbound Payment Application Outbound Consulting Contract Inbound Consulting Invoice Outbound Contract Encumbrance Adjustment Outbound Direct Expense Inbound</p> <p>Financial Transaction Outbound</p>	<p>Capital Projects contract and invoice integrations, CPPM Direct expenses from external systems, and CPPM billing data exported to external financial system.</p>
Common Sync	<p>Employee Inbound Organization Inbound</p> <p>Contractor Inbound</p>	<p>Basic synchronization bundle of common entities that are interfaced from external systems.</p>
O&M Basics	<p>Account Inbound Account Extension 1-16 Inbound Employee Inbound Organization Inbound</p> <p>Contractor Inbound</p> <p>External Charges Inbound Financial Transaction Outbound Work Order Journal Entry Inbound</p>	<p>Basic integration package that is used to setup multiple integrations that are common with vendors that our customers have already. Provide synchronization of Accounts, Vendors, Orgs, and Employees. Handles External Charges from multiple systems and export of work order billing data for external financial system.</p>

SCHEDULE 2 HOSTING SERVICES

OVERVIEW

AssetWorks uses data centers, including but not limited to Amazon Web Services Data Centers (“Data Center”) to provide hosting services and related support to customers that wish to outsource the operation and maintenance of computer applications listed in Schedule 1. This Schedule describes the services to be provided by AssetWorks the respective responsibilities of the parties, and the service levels.

SERVICES

AssetWorks will perform the services as described in the Scope of Hosting Services (“Services”).

The general scope of services addressed by this Schedule includes the operation, maintenance, and support of the:

- Database software for the Applications hosted under this Agreement
- Database security
- Data Center

The Services specifically excludes operation and maintenance of the following:

- Customer hardware, including Customer’s servers, printers, network hardware (including routers and switches) and other Customer site computing equipment;
- Customer application software other than noted in Schedule 1; and
- Customer Local Area Networks (“LAN”)
- Customer network infrastructure for connecting to the Internet and to the Data Center.

CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- Assigning a primary and alternate Customer representative to coordinate all communications and activities related to AssetWorks services.
- Providing user identification data and determining the appropriate security profile for each user. Customer will control security at the Application level.
- All printing. No print job will print at the Data Center and all physical printing requirements will be handled by the Customer.
- The purchase and installation of printers at Customer’s sites for the Application being utilized as defined in Schedule 1.
- Installation, operation and maintenance of all workstation software (and Customer’s LAN, existing data communications configuration, hardware, or software required at the Customer’s site. AssetWorks network and network responsibility extends from the Data Center routers at Data Center to all connected equipment at Data Center.
- Testing updates and fixes applied by AssetWorks to Applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes prior to their introduction to the Production environment within a mutually agreed upon time frame.
- Testing upgrades. Upgrades will be moved to production by the AssetWorks at the end of the Customer testing period unless specific problems are documented in writing to AssetWorks.
- Diligent analysis of suspected problems to determine their specific nature and possible causes before calling the AssetWorks for assistance. Notwithstanding this diligence requirement, Customer is responsible for informing AssetWorks of any problems encountered in a timely manner.



SCOPE OF HOSTING SERVICES

All of the services, functions, processes, and activities described below will be collectively described as the “Services” for purposes of this Schedule. All Services will be provided by AssetWorks to and for the Customer’s benefit in a manner that will meet the objectives outlined in this Schedule.

Software

Support Software includes the application instances, operating system, utilities, database software, and all necessary licenses required to operate the Application and provided by AssetWorks as part of the Services.

Infrastructure

All infrastructure; e.g., servers, is physically located in the United States. Sufficient resources; e.g., bandwidth, disk space, CPU, VPN tunnels, for typical production and non-production deployments are included. In the event additional resources are required the following rates apply:

- AssetWorks provides 250 GB of Bandwidth (outgoing/month) o Customer agrees to pay \$100/month for every additional 100 GB of data transfer(out) in excess of the amount included in the monthly recurring fee for bandwidth contracted under above pricing model.
- AssetWorks provides a standard allotment of 100GB for Document Repositories/Data Repositories. Additional resources can be purchased in 100GB increments for an additional \$250/month each.

Application Instances

AssetWorks will maintain a single Production Application instance. The Production Application Instance will provide the daily, real-time transaction data to the Application users.

In addition to the Production Application Instance, AssetWorks will maintain one additional, non-production application instance, the Test Application Instance. Upon request by Customer, AssetWorks will refresh the Test Application Instance with Customer’s Production data up to 4 times throughout the calendar year at no additional cost.

Backups

Full database and incremental file system backups are taken each night and stored at an offsite facility. Backup data is retained for ten (10) days. Customer may request, at no additional charge, one backup of the databases once per quarter, not to exceed four times per year. Each additional change request will incur a 2-hour Technical Services engagement at the contracted hourly rate.

VPN Access to the Hosted Database

One site to site VPN tunnel is allotted with two IP address configurations. AssetWorks will provision Customers with read-only access to the Database. Each additional change request will incur a 2-hour Technical Services engagement at the contracted hourly rate.

Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, 7 days a week except for periods of Scheduled Maintenance and previously approved outages. AssetWorks will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the Amazon Web Services side of the router resident at the Data Center, nor will these hours of unavailability be counted as unavailable. Standard Support hours are M-F, 7am – 7pm Central, excluding holidays. After-hours support is only available for connectivity or system inaccessibility issues and can be reached at (800) 659-9001 Option: 4.



Maintenance in Data Center

Customer agrees to be responsible for maintaining and updating the Authorized Contact list with AssetWorks (Customer Care). AssetWorks will not be held responsible for maintenance notifications missed due to out-of-date Authorized Contact information.

Planned Maintenance

AssetWorks will complete routine maintenance on the Application on a monthly basis. The maintenance schedule will be published and provided to the Customer's Authorized Contact. AssetWorks will provide at least 14 day notice to any changes in the published maintenance schedule.

Unplanned Maintenance

If AssetWorks is required to perform additional maintenance outside of the scheduled maintenance window, AssetWorks will use reasonable efforts to provide Customer with prior (written) notice of said "unplanned maintenance" (except for emergency maintenance) and Customer agrees to use reasonable efforts to comply with any maintenance requirements requested by AssetWorks. With written notification of "unplanned maintenance" and agreement from Customer, SLAs will not apply during unplanned maintenance.

Emergency Maintenance

AssetWorks reserves the right to perform emergency maintenance as needed outside the scheduled maintenance. In such event, AssetWorks will make a reasonable effort to notify the Customer, if feasible, under the circumstances. Any such maintenance will be considered an "Emergency Maintenance". SLAs will apply during Emergency Maintenance.

Application Maintenance. In addition to AssetWorks maintenance in the Data Center, Customer is entitled to additional maintenance and support as set forth in a separate agreement between the parties.

Service Level

This Service Level Agreement ("SLA") is intended to provide an understanding of the level of service to be delivered by the AssetWorks for the Services specified in this Schedule. The service levels set forth below apply to the Services provided by AssetWorks under the Agreement.

Availability

AssetWorks will use commercially reasonable efforts to provide Services with an average of 95% Availability (as such term is hereinafter defined) for each quarter during the Term. For purposes of the Agreement, "Availability" during any quarter refers to an Authorized User's ability to log into the Application during such quarter, and will be calculated in accordance with the following formula:

$$x = (y - z) / y * 100$$

Where,

- "x" is the Availability of the Application during the quarter;
- "y" is the total number of hours in such quarter minus the number of hours during such quarter that the Customer is unable to log into the Application because of (a) regularly scheduled maintenance windows for the Application and for times in which Customer has been notified in writing (including e-mail) by AssetWorks in advance thereof; (b) a Force Majeure Event; (c) non-performance of hardware, software, ISP connections, and other equipment that is not provided by AssetWorks or certified by AssetWorks for use in conjunction with the Services (except as such non-performance is directly or indirectly caused by AssetWorks).
- "z" is the number of hours in such month during which the Customer is unable to log into the Application (other than for reasons set forth in the definition of "y" above); provided that AssetWorks has been notified or is otherwise aware (or reasonably should be aware) of Customer's inability to utilize the Application.



Fee Adjustment

In the event that AssetWorks does not meet the Availability levels set forth below, the amount of fees payable by Customer will be reduced as follows:

In the event the average Availability for the Application is less than ninety five percent (95%) during any two consecutive quarters, Customer will receive a credit to its account with AssetWorks of five percent (5%) of the amount of a quarter's aggregate Services Fees paid or payable by Customer to AssetWorks. Custom reports, scripts, action codes, web services or other interfacing programs causing the inability to log into the application will not be considered downtime for the purpose of the availability calculation.

AssetWorks' obligation to provide Customer with fee adjustments as set forth above is conditioned on Customer providing detailed written notice to AssetWorks of its contention that AssetWorks was unable to meet the applicable Availability levels. Upon receipt of such notice, AssetWorks shall have thirty (30) days to investigate the contention. If, at the end of the thirty (30) day period it is determined that AssetWorks did in fact fail to meet the applicable Availability levels, Customer will receive the appropriate credit to its account during the next invoice cycle.

The remedies set forth in this Section of this Schedule shall be Customer's sole remedy and AssetWorks' entire liability in the event of a breach of this Service including the failure of any Availability measurements to meet the thresholds set forth above.

SAMPLE

SCHEDULE 3 SOFTWARE MAINTENANCE AND SUPPORT

OVERVIEW

AssetWorks support and maintenance rapidly resolves technical issues, provides high-quality customer service, gives you access to the newest versions of software, and offers a wealth of valuable benefits.

This Schedule describes the services to be provided by AssetWorks the respective responsibilities of the parties, and the service levels.

Correction of Deviations

In the event that the Customer encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks may correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks’ normal Software revision schedule;
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are required to correct the Deviation with all due dispatch. Corrections will be applied and distributed to the latest software release. AssetWorks will have no obligation to provide development support for an issue that can be resolved by Customer installing a revision to the software.
- c. AssetWorks may in its sole discretion investigate issues related to Third Party Software, but AssetWorks has no obligation to remedy or to pursue any workaround to any such defects, deviations or breaking changes introduced by Third Party Software or Third Party Technology.

Software Revisions

The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter “Revisions”). Revisions shall be of two kinds:

- a. Revisions that the Customer is obliged to implement (“Mandatory Revisions”);
- b. Revisions that may be implemented by the Customer at its option (“Optional Revisions”).

AssetWorks currently offers 3 planned releases/updates per year. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions.

Customer shall update the Software at least once annually with a major release (excluding patches and minor revisions). All Software must be within one (1) major version from the latest major release. For example, a major version is identified as (X4.01) and minor is (X4.01.01). Customer shall accept all minor versions. AssetWorks will only support one prior major version behind the latest major update of the Software.

Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests that may be made by the Customer relating to the application and operation of the Software.



Technical Literature

AssetWorks shall make available to the Customer all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

Transmission

All Revisions and New Releases (software distributions) will be transmitted to the Customer via FTP or other suitable media, at the option of AssetWorks. The Customer shall be solely responsible for mounting the software distribution and executing the appropriate instructions in order to transfer the Revisions or New Releases onto its system.

Exclusions

Unless otherwise agreed in the Statement of Work under Schedule 4, no customized solutions, e.g., transformative logic for system integrations, whether created by the Customer, a third party or AssetWorks are included within the AssetWorks obligations under this Schedule or the Agreement.

Proper Use

- a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the Customer misuses the Software or data files, correction of the situation will be at Customer's expense.
- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

Customizations

AssetWorks may remotely access the Software for the purpose of remote diagnostics and support.



SCHEDULE 4 PROFESSIONAL SERVICES

OVERVIEW

1FM is based on structured delivery model. Each bundle included in your subscription is preconfigured with basic and optional features, i.e., standard processes and workflows that use the ReADY, AiM and GO products in your subscription package. AssetWorks provides 1FM implementation services to deploy the software and ensure adoption, custom solutions for interfacing and automation, and strategic services to meet business goals, as described in Exhibit A, Statement of Work.

This Schedule describes the professional services to be provided by AssetWorks and the respective responsibilities of the parties.

Scope of Services

AssetWorks will perform the professional services (“Services”) and deliver (“Deliverables”) described in the Statement of Work (SOW) hereto as Exhibit A. During the term of this Agreement, Customer may request changes in the SOW. However, any such change, including technical requirements, schedule, or any increase or decrease in the compensation due to AssetWorks, shall be prosecuted in accordance with Section 4 of this Schedule and requires the mutual agreement of the parties. Said change shall be effective when incorporated by written amendment into the SOW or this Agreement.

1. Place of Performance

Unless otherwise provided in a SOW, AssetWorks may perform the Services in whole or in part at AssetWorks' place of business, Customer's place of business, and/or such other locations as AssetWorks selects.

2. Project Responsibilities

The implementation process is interactive and intensive, and success requires close teamwork between Customer and AssetWorks.

AssetWorks Responsibilities

The work performed by AssetWorks and their employees will be done in a professional manner and at a level of competence equal to the general level of competence of their profession in the industry and that the applications that they develop will perform and work correctly.

- AssetWorks will assign a 1FM Implementation Specialist to oversee the implementation. The 1FM Implementation Specialist has responsibility for AssetWorks tasks.
- AssetWorks will maintain implementation continuity from phase to phase for the complete project. The 1FM Implementation Specialist will be the primary single point of contact for all issues. Customer will likewise assign a primary point of contact for all communications during the project. Continuity by AssetWorks will be assured through the supervisory involvement of the 1FM Program Manager.
- Customer expects AssetWorks to drive the tasks required to meet the project requirements as defined in the SOW.

Customer Responsibilities

- Customer will actively participate in implementation activities and apply necessary resources to complete tasks that are assigned to the Customer.
- Customer will ensure that the required institutional data are loaded into templates provided by AssetWorks, scrubbed, and delivered in a timely manner, in accordance with the project schedule. Delays may affect overall costs and timeline for this project.
- Any data that cannot be loaded from the AssetWorks-provided templates due to data anomalies or faulty data is the Customer's responsibility to load manually.



- Customer is responsible for: adding new AiM users to support the IFM products being implemented as part of this SOW, and the addition or modification of AiM user WorkDesks to support the 1FM products being implemented as part of this SOW.
- Customer is responsible for any live training sessions with their end users.

3. Project Standards

- Actual Start and Completion dates will be determined during the Implementation Planning session and adjust during the course of the project as necessary, assuming such changes are mutually agreed upon.
- This is a Time & Materials services effort. Times indicated for implementation support, are based on the current understanding of Customer's requirements and may be adjusted during implementation as needed and coordinated between the Customer and AssetWorks for changes in requirements. Any change to the scope of the project not contained in this SOW will be subject to the Change Order Process described in Section 4.
- Customer understands that 1FM is a "commercial off the shelf" (COTS) project, preconfigured with defined features, functionality and numerous out of the box AiM IQ dashboards and reports. Should the Customer request features that are not offered in the 1FM subscription, there are two options:
 1. Customer can submit a request for inclusion of a new feature into 1FM. If AssetWorks elects to add the feature to the 1FM library, a change order will be requested to accommodate new scope.
 2. If AssetWorks does not elect to add the request feature offering to 1FM, the Customer may elect to convert their 1FM subscription to AssetWorks Enterprise SaaS. Doing so will allow the Customer unfettered access to all functionality available within the AssetWorks IWMS. Customer can then elect to self-implement additional functionality or engage with AssetWorks for standard implementation services.
- Customer will go-live with the most recent version of 1FM that has been released at the time of the official project kickoff meeting.

4. Changes

- (a) Issuance of Change Orders. The Customer may, at any time by a written Change Order, make changes consistent with this Schedule and/or make changes outside the SOW, if mutually agreed by the parties in advance. Such changes may include revisions to Services or Deliverables. All Change Orders shall be subject to requirements and limitations of the applicable law.
- (b) AssetWorks' Response. AssetWorks shall respond in writing to a Change Order issued by the Customer within thirty (30) days of receipt, advising the Customer of any impact on the costs, resources, and/or implementation schedule. If there is a cost increase or change in schedule attributable to a Change Order, AssetWorks shall so notify the Customer in writing. The Customer shall accept or reject AssetWorks' response within thirty (30) days of receipt. Failure of the parties to agree to an equitable adjustment shall relieve AssetWorks of any obligation to act upon a Change Order.
- (c) AssetWorks identified Change. In the event that AssetWorks determines that a Customer action or inaction results in or necessitates a change that may have an impact on the costs, resources and/or implementation schedule, AssetWorks will notify Customer as soon as reasonably possible. Within twenty (20) days after said notice AssetWorks shall provide Customer with a proposal that addresses the change and its impact on the costs, resources and/or implementation schedule for Customer to accept or reject. The Customer shall accept or reject AssetWorks' response within thirty (30) days of receipt. Disagreements under this clause will be resolved using the Dispute section.

5. Acceptance of Deliverables

Upon completion of any deliverable set forth in a mutually executed SOW, AssetWorks shall provide a copy thereof to Customer. At such time, if Customer requests, AssetWorks will demonstrate to Customer that the deliverable

conforms to the description specified for such deliverable in the corresponding Section of the SOW. If the deliverable does not conform to the description for such deliverable specified in a SOW, Customer shall have three (3) business days after AssetWorks' submission of the deliverable ("acceptance period") to give AssetWorks written notice which shall specify the deficiencies in detail. AssetWorks shall promptly cure any such deficiencies. After completing such cure, AssetWorks shall resubmit the deliverable for Customer review. Upon accepting any deliverable submitted by AssetWorks, Customer shall provide AssetWorks with written acceptance of such deliverable. If Customer fails to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.

Exhibit A

Statement of Work

TO BE ATTACHED

SAMPLE



SCHEDULE 5 FEE SCHEDULE

1. SaaS

2. SERVICES

SAMPLE