AssetWORKS
Integrated Workplace Management Systems

RFP: 02-21 Facilities and Asset Management Information Systems
Region 14 Education Service Center

March 25, 2021

AssetWorks Contact

Marshall McSpadden

Regional Account Executive

512-638-3691

marshall.mcspadden@assetworks.com

AssetWorks LLC

2441 Nacogdoches Road, PMB 535
San Antonio, TX 78217

March 25, 2021

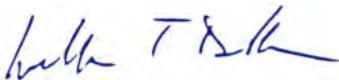**Region 14 Education Service Center**
1850 Highway 351
Abilene, Texas 79601

Please find enclosed our response to the Facilities Asset Management Information Systems 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 14 ESC and the National Cooperative Purchasing Alliance.

Sincerely,

Trey Drake
General Manager
trey.drake@assetworks.com

Contents

Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent 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.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- 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.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ♦ Payments
  - ➢ The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- ♦ Adding authorized distributors/dealers

  - ➢ Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - ➢ Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - ➢ Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - ➢ All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ♦ Pricing

  - ➢ <u>All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor.</u> It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - ➢ All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ♦ Warranty
  - ➢ Proposals should address each of the following:

    - ▪ Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - ▪ Availability of replacement parts
    - ▪ Life expectancy of equipment under normal use
    - ▪ Detailed information as to proposed return policy on all equipment
- ♦ Indemnity

  - ➢ The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ♦ Franchise Tax
  - ➢ The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ♦ Supplemental Agreements
  - ➢ The entity participating in this 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.

- ♦ Certificates of Insurance
  - ➢ Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ♦ 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.

- ♦ Protest
  - ➢ A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST.   Protests shall be filed with Region 14 ESC and shall include the following:

    - ▪ Name, address and telephone number of protester
    - ▪ Original signature of protester or its representative
    - ▪ Identification of the solicitation by RFP number
    - ▪ Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - ➢ Any protest review and action shall be considered final with no further formalities being considered.

- ♦ 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 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

♦ 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. 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.

♦ Miscellaneous

  ➢ Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

♦ Open Records Policy
  ➢ Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  ➢ The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent 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.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
    - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
    - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
    - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

- Contract Waiver
    - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
    - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
    - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
    - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
    - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $10 - $15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ♦ Evaluation
  - ➢ Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ♦ Formation of Contract
  - ➢ A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ♦ NCPA Administrative Agreement
  - ➢ The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ♦ Clarifications / Discussions
  - ➢ Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ♦ Multiple Awards
  - ➢ Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ♦ Past Performance
  - ➢ Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

TAB **1 – Master** Agr**eement**

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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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	Group Leader
Authorized signature	

APPENDIX 01: *AssetWorks_Contractual Exceptions_RFP02-21_Region 14-NCPA*

A copy of our Software as a Service (SaaS) Agreement has been included with this proposal; final terms and conditions will be negotiated and agreed upon by all parties. AssetWorks will require Region 14 ESC and/or participating Members to sign an AssetWorks SaaS Agreement.

APPENDIX 02: *AssetWorks_1FM-SaaS Agreement*

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of   May 3, 2021   , by and between National Cooperative Purchasing Alliance ("NCPA") and   AssetWorks LLC (Facilities Division)   ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated   May 3, 2021   , referenced as Contract Number   02-111   , by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Facilities and Asset Management Information Systems;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

♦ General Terms and Conditions
  ➢ The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  ➢ NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  ➢ Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  ➢ NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  ➢ With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

➢ The Public Agency participating in the NCPA contract and 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 Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

♦ Term of Agreement
  ➢ This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

♦ Fees and Reporting
  ➢ The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. 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. The report shall include at least the following information as listed in the example below:

Agency Name	State	Zip Code	Date	PO or Job #	RQN Number	Sale Amount	Admin Fee
						Total	

  ➢ Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee of three (3%) for the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

  ➢ Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of five (5) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- ◆ General Provisions
  - ➢ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
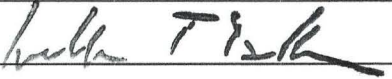 - ➢ Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - ➢ If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - ➢ Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - ➢ This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - ➢ All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		Vendor:	AssetWorks LLC (Facilities Division)
Name:	Matthew Mackel	Name:	Trey Drake
Title:	Director, Business Development	Title:	Group Leader
Address:	PO Box 701273	Address:	2441 Nacogdoches Road, PMB 535
	Houston, TX 77270		San Antonio, TX 78217
Signature:		Signature:	**
Date:	May 3, 2021	Date:	May 11, 2021

**Upon the notice of intent to award; AssetWorks shall execute the NCPA Administration Agreement once final terms, conditions, and attached exceptions have been agreed upon by all parties and AssetWorks.*

APPENDIX 01: *AssetWorks_Contractual Exceptions_RFP02-21_Region 14-NCPA*

A copy of our Software as a Service (SaaS) Agreement has been included with this proposal; final terms and conditions will be negotiated and agreed upon by all parties. AssetWorks will require Region 14 ESC and/or participating Members to sign an AssetWorks SaaS Agreement.

APPENDIX 02 : *AssetWorks_1FM-SaaS Agreement*

NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at www.NCPA.us

(Direct link is **http://www.ncpa.us/Facilities/Register)**

> *** Fill out and submit.**

- All registered vendor quotation number requests must be submitted *and* a proposal number received *before* you present it to your potential customer.

- You will have a response with a NCPA Vendor Registered Quotation Number within 4 hours.

- If you have an emergency and need a quotation number sooner, call any member of the Facility Management team and we will help you.

- Include the quotation number on all proposals.

This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date	March 25, 2021
RFP Number	02-21
Company Name	AssetWorks LLC (Facilities Division)
Printed Name	Trey Drake, Group Leader
Signature	*[signature]*

TAB 3 – Vendor Questionnaire

States   Covered

- Bidder must indicate any and all states where products and services   can be offered.
- Please indicate the price co-efficient for each state if it varies.

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

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

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

☐ American Samoa	☐ Midway Islands
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Northern Marina Islands	

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- Minority / Women Business Enterprise
  - Respondent Certifies that this firm is a M/WBE   ☐**Not Applicable**
- Historically Underutilized Business
  - Respondent Certifies that this firm is a HUB   ☐**Not Applicable**

Residency

Responding Company's principal place of business is in the city of **San Antonio**, State of **Texas**.

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.

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

☒ **Manufacturer direct**   ☐ Certified education/government reseller

☐ Authorized distributor   ☐ Manufacturer marketing through reseller

☐ Value-added reseller   ☐ Other

Processing Information

Provide company contact information for the following:

ACCOUNTS PAYABLE	PURCHASE ORDERS / SALES REPORTS	
Richard Sepulveda Director of Finance **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (210) 301-1786 Fax: (210) 686-3015 richard.sepulveda@assetworks.com	**Linda Onnen** Sr. Accounting Specialist **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (210) 264-2820 Fax: (210) 301-0299 linda.onnen@AssetWorks.com	

SALES		MARKETING
Marshall McSpadden Account Executive **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 (512) 638-3691 marshall.mcspadden@assetworks.com	**SoftChalk Inc.** 22 South Auburn Avenue City: Richmond State: VA Zip: 23221 **Tasheka Steverson** Regional Sales Director (877) 638-2425 tasheka.steverson@assetworks.com **Mary Beth Huneke** Regional Sales Manager (804)257-7972 marybeth.huneke@assetworks.com	**Sean O'Brien** Global Director of Education Marketing **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 (800) 659-9001 sean.obrien@assetworks.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ **Yes** ☐ **No**

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer. ☒ **Yes**   ☐ No

Vendor will provide additional discounts for purchase of a guaranteed quantity. ☐ Yes   ☒ **No**

TAB 4 – Vendor Profile

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

General

1. **Company's official registered name.**

   AssetWorks LLC

2. **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 débuted 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 products will be offered to provide the most effective delivery method for learning and development within an organization.

3. **Company's Dun & Bradstreet (D&B) number.**

   AssetWorks D&B number: 828548961

4. **Corporate office location.**

   AssetWorks LLC
   2441 Nacogdoches Road, PMB 535
   San Antonio, TX 78217

5. **List the total number of sales persons employed by your organization within the United States, broken down by market.**

   AssetWorks has three Account Executives focused on higher education and K-12. As well as two Account Executives concentrating on government customers. SoftChalk has two Account Executives dedicated to all markets. AssetWorks and our greater organization have many more focused in other areas.

6. **List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.**

   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 Region 14 ESC / NCPA 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 Region 14 ESC / NCPA contract.

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

AssetWorks – Facilities Division		
Cristina Wheless	**Randy Walsh**	**Marshall McSpadden**
AssetWorks Chief Operating Officer	AssetWorks VP, Business Development	AssetWorks Account Executive
2441 Nacogdoches Road, PMB 535	2441 Nacogdoches Road, PMB 535	2441 Nacogdoches Road, PMB 535
San Antonio, TX 78217	San Antonio, TX 78217	San Antonio, TX 78217
(541) 515-8547	(210) 301-1707	(512) 638-3691
cristina.wheless@assetworks.com	randy.walsh@assetworks.com	marshall.mcspadden@assetworks.com

SoftChalk		
Sue Evans	**Tasheka Steverson**	**Mary Beth Huneke**
SoftChalk Vice President	SoftChalk Regional Sales Director	SoftChalk Regional Sales Manager
22 South Auburn Avenue	22 South Auburn Avenue	22 South Auburn Avenue
Richmond, VA 23221	Richmond, VA 23221	Richmond, VA 23221
(877) 638-2426	(877) 638-2425	(804)257-7972
sevans@softchalk.com	tasheka.steverson@assetworks.com	marybeth.huneke@assetworks.com

7. **Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

   a. Sales, b. Sales Support, c. Marketing, d. Financial Reporting, e. Executive Support

SALES & SALES SUPPORT	
Marshall McSpadden Account Executive **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (512) 638-3691 Fax: (210) 686-3015 marshall.mcspadden@assetworks.com	**Tasheka Steverson** Regional Sales Director **SoftChalk Inc.** 22 South Auburn Avenue Richmond, Virginia 23221 Phone: (877) 638-2425 Fax: (757) 257-0027 tasheka.steverson@assetworks.com
Brian Carlson Senior Account Manager **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (949) 266-7115 Fax: (210) 686-3015 brian.carlson@assetworks.com	**Mary Beth Huneke** Regional Sales Manager **SoftChalk Inc.** 22 South Auburn Avenue Richmond, Virginia 23221 Phone: (804)257-7972 Fax: (757) 257-0027 marybeth.huneke@assetworks.com
MARKETING	**FINANCIAL REPORTING**
Sean O'Brien Global Director of Education Marketing **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (800) 659-9001 Fax: (210) 686-3015 sean.obrien@assetworks.com	**Richard Sepulveda** Director of Finance **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (210) 301-1786 Fax: (210) 686-3015 richard.sepulveda@assetworks.com
EXECUTIVE SUPPORT	
Cristina Wheless Chief Operating Officer **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (541) 515-8547 Fax: (210) 686-3015 cristina.wheless@assetworks.com	**Bob Baker** Vice President of Services **AssetWorks LLC (Facilities Division)** 2441 Nacogdoches Road, PMB 535 San Antonio, Texas 78217 Phone: (512) 507-7778 Fax: (210) 686-3015 robert.baker@assetworks.com

APPENDIX 03: *AssetWorks_Executives Resumes_2021*

8. **Define your standard terms of payment.**

   <u>TERM</u>

   1. 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.

   2. 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.

   <u>FEES AND PAYMENTS</u>

   1. 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.

   2. 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.

   3. 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%).

   4. 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.

   5. 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.

   6. 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.

   7. 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.

   <u>LICENSE FEES</u>

   1. **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.

2. **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

1. **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.

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

3. **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

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

12. What is your strategy to increase market share in the public space?

Our strategy has been to focus on the unique needs of public sector organizations with a comprehensive suite of software and services that provide a holistic solution (addressing real estate and lease management, operations and maintenance, space planning and optimization, strategic planning and capital improvements, utilities and

energy with a single, integrated system). We will continue to sharpen this focus with even more active engagement in the industry, better aligning our processes to help the buyer in their journey, additional product development that address unique needs in the public sector, and packaging our solutions in various ways to fit different segments of the market.

13. **What differentiates your company from competitors?**

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 mod- ern 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 Region 14 ESC / NCPA 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.

14. **What is the reputation of your company and your company's products and services in the marketplace?**

AssetWorks is a recognized leader in facilities and asset management software solutions for the public sector; higher education and state and local government, in particular. AssetWorks is a customer-centric organization, and this is reflected in how we develop our products and service our customers. Customers are included in the design process, where all new products go through a Special Interest Group of clients who help determine where we can improve our product line, and what features will have the maximum impact. Customers further benefit from a myriad of ways to engage with us and provide feedback including: a customer care portal, customer resource center, a user group and annual user conference, customer success and customer care team, and a one-stop shop for software and professional services (i.e., we don't leverage 3rd party integrators).

15. **Describe your company's Customer Service Department (hours of operation, 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
- 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.

16. **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.

17. **What is the reputation of your products in the marketplace?**

    We have a very low attrition rate, as well as many excellent references indicating just how highly our clients regard the products offered by AssetWorks, Inc. Our software solutions are designed in collaboration with our customers, a practice we still believe in and have followed since the company's founding.

    AssetWorks design philosophy includes the customer in the design process. All new products go through our Special Interest Group (SIG) process to ensure maximum impact to our customers. This includes having 10 customers working with the AssetWorks Product team to design all future products. We have enacted this process over 10 times including the design of ReADY Space itself. For existing products, AssetWorks uses a similar Customer Advisory Board (CAB) process to make sure no customer ends up "custom" or "one-off" when using our products.

    AssetWorks offers the following ways to interact and collaborate, which also helps us make a better product that works for you.

    - AssetWorks offers an annual AssetWorld user conference that changes locations annually, visit *https://fac.goassetworks.com/assetworld* for details about the next event. The convention offers pre-conference training and starting 2021 certification courses. The conference allows AssetWorks to share recent enhancements, new modules as well as extensive customer led knowledge sharing sessions.

    - AiMHUG is a customer led user group that has periodic web meetings; as well as offers a Google Groups site for email knowledge exchanges and sharing of reports, scripts, etc.

    - We improve our products using your feedback, and even develop new products in collaboration with groups of customers who opt into either a Customer Advisory Board (CAB), which we use when enhancing or updating existing products or Special Interest Groups (SIG) that are continually being formed where a select group of AiM customers will have the ability to directly influence the features, functionality, and development of the newest products.

18. **What states would your company not honor pricing on your supplied products for this contract, in the event this contract is made available to all states?**

    AssetWorks will honor the pricing in all states for this contract.

19. **What is the reputation of your company's service in the public marketplace?**

    AssetWorks prides itself on responding quickly and efficiently to requests for customer service. Our employees help clients all over North America and the UK keep their facilities and assets in working order. Customers benefit from a myriad of ways to engage with us and provide feedback including: a customer care portal, customer resource center, a user group and annual user conference, customer success and customer care team, and a one-stop shop for software and professional services (*i.e., we don't leverage 3rd party integrators*).

20. **Discuss your company's current computer systems architecture. How do your company's computer system guarantee customers receive consistent service support, responsibility verification, and management reporting?**

    AssetWorks product offerings architecture is as follows:

    - **AiM (Core product)**: Java application connected to MySQL database, the latest release supports (JDK 11, Tomcat 9.0.30, MySQL 5.7) AiM is designed to utilize multi-tier architecture for application and database servers.

- **ReADY (Self Service Request Portal)**: Docker deployment, MongoDb 4.2.5, Meteor 1.8, NodeJS 8.1.2

- **Go (Field Apps)**: Compatible with any Apple device running iOS 13. Support for Android and Windows Surface Tablets would be via a web browser on the device, where users can access the entire AiM web application.

The AWS cloud infrastructure has been architected to be one of the most flexible and secure cloud computing environments available, designed to provide optimum availability while providing complete customer segregation. It provides extremely scalable, highly reliable services that enables AssetWorks to deploy applications and content quickly and securely, at massive global scale if necessary. The AWS global network architecture diagram can be viewed at *https://aws.amazon.com/about-aws/global-infrastructure/*.

The AssetWorks Customer Care Center 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's 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 quote as part of ongoing SaaS or Maintenance fees.

21. **State whether your company provides a quality guarantee on your service. If so, please describe.**

All warranty guarantees/terms and conditions will be addressed upon award during contract negotiations.

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.

- Correction of Deviations

- Software Revisions

- Software updates and patches

- 95% Availability for each quarter during the Term

22. **What reporting mechanism does your company provided to the customer upon completion of any project?**

These items may be negotiated between the Professional Services department and the Customer. A debriefing or executive summary of the installation can be provided at the customer's request, but may involve additional hours being billed. Invoices will be delivered throughout the implementation highlighting who has worked on the project, tasks completed, and the amount of hours. If the Customer would like additional reporting, our Professional Services department will be happy to discuss those requirements and incorporate additional Services hours into the proposal.

Marketing / Sales

23. **Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:**

    Once awarded, AssetWorks' 90 day plan to promote the Region 14 ESC / NCPA 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 NCPA and Region 14 ESC internet web-based homepage with:**

        AssetWorks will add Region 14 ESC / NCPA to our affiliate's page to meet all of the following requirements:

        - Region 14 ESC / NCPA Logo

        - Link to Region 14 ESC / NCPA website Page

        - Summary of contract and services offered

        - Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

24. **Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.**

    AssetWorks currently holds multiple agreements with Clients under the General Services Administration (GSA) cooperative purchasing program and understands what it takes to ensure appropriate positioning and messaging is utilized in articulating the value of the Region 14 ESC / NCPA contract to eligible entities. Once awarded, AssetWorks 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 Region 14 ESC / NCPA contract.

25. **Explain how your company plans to market this agreement to 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*).

26. **Provide a detailed 90-day plan describing how the contract will be implemented within your firm.**

    Within the first 90 days, AssetWorks will:

    1. Work with Region 14 ESC / NCPA to generate a co-branded press release and promote it through AssetWorks's website and social media channels.

    2. Build a microsite to house necessary reference materials, marketing collateral and other content related to the contract.

3. 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 Region 14 ESC / NCPA contract. AssetWorks will provide our Sales Team with all of this information in preparation for tradeshows and engaging with specific prospects and customers.

27. **Describe how you intend on training your national sales force on the NCPA agreement.**

As part of the AssetWorks response to the NCPA agreement, the sales and marketing team has been engaged to ensure awareness, continuity, and compliance. The overall response is being documented internally and stored in an online collaboration solution for future review and consumption. Upon award, a series of educational sessions will be conducted for the entire sales and marketing team members to review the agreement, understand how to use it, and when they should incorporate it into the buyer's journey. Training sessions and additional reviews will be conducted annually to ensure the agreement is being leveraged to the fullest extent.

28. **Acknowledge that your organization agrees to provide its company logo(s) to NCPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.**

AssetWorks agrees to provide our company logos to Region 14 ESC / NCPA and grants permission for reproduction of our logo for marketing and promotions. AssetWorks 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 Region 14 ESC / NCPA representations and warranties.

29. **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.**

As an international publicly traded company, we do not disclose this information in the RFP process; however upon notification of award we would be happy to arrange a meeting to discuss these items.

Administration

30. **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 Customers under the General Services Administration (GSA) Contract.

Cooperative:	**General Services Administration (GSA)**
Contract #/ Expiration:	GS-35F-317GA / March 23, 2022
Contract Officer:	**Elizabeth Wright**
Title:	Executive Contracts Manager
Email:	ewright@fedsched.com
Office:	(703) 925-3344
Mobile:	(571) 214-8834

31. **Describe the capacity of your company to report monthly sales through this agreement.**

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

32. **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.**

Management reports are provided on a monthly and quarterly basis. Billing is processed separately by License, Professional Services, Maintenance and/or Hosting and/or SaaS. Time reporting is available for Professional Services only; Attendance reporting will be provided upon request on a monthly basis. AssetWorks has a dedicated Account Manager and staff that fulfills customized monthly reporting for our purchasing cooperatives.

33. **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 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 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 Region 14 ESC / NCPA 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.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 14 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

34. **Please provide your company's environmental policy and/or green initiative.**

    We at AssetWorks recognize 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.

    APPENDIX 05: *AssetWorks_Environmental_Policy*

Vendor Certifications (if applicable)

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.

    The AssetWorks Professional Services Team consists of seven skilled implementation specialists, including two PMP Senior Project Managers and one CAPM Project Manager. Our team has a combined average of over 25 years of experience implementing and supporting IWMS systems.

    PMP certification by the Project Management Institute (PMI) is the most industry-recognized certification for project managers. Project managers who earn the PMP certification meet global project management standards and are connected to other PMPs worldwide. The Certified Associate in Project Management (CAPM) certification, is also accredited by the prestigious Project Management Institute (PMI).

    APPENDIX 06: *AssetWorks_AiM Resumes & Certifications_2021*

Tab 5 - Products and Services

NCPA is soliciting nationaland regional vendors thatcan provide the following services:

Software Implementation Services

1FM has been paired with an implementation and training strategy that focuses on success by emphasizing a speed-to-value execution approach. 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.

Hosting Services

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 Customer only requires a standard web browser to access the software. The Customer's data is not co-located with any other customer's data, each customer has their own dedicated virtual environment. As each customer has their own virtual environment they are in control of their upgrade schedule and are able to upgrade at their convenience. Each customer is provided a complete Pre-Production and Production environment by default.

- 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.

- One site to site VPN tunnel is allotted with two IP address configurations. AssetWorks will provision Customers with read-only access to the Database.

- 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.

Ongoing Support/Maintenance Services

The AssetWorks Customer Care Center 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. Also available is the 24/7 Customer Care web site, where users can create and track issues, access training videos and how-to guides, and can share their experiences with other users.

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's 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 quote as part of ongoing SaaS fees.

Professional Consulting Services

1FM is based on structured delivery model paired with an implementation and training strategy that focuses on success by emphasizing a speed-to-value execution approach. 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.

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.

Patch, Upgrade, and Update Deployment

All patch, upgrade, and update deployment costs are included as part of ongoing SaaS fees. As each customer has their own virtual environment they are in control of their upgrade schedule and are able to upgrade at their convenience. Application upgrades are released approximately twice a year with additional patch/point releases as needed. These upgrades are not a mandatory requirement, however clients are advised where possible to upgrade to the latest release as soon as practically possible. Hosted and SaaS customers can determine when they want to upgrade and schedule a time and date in the Customer Care portal.

Disaster Recovery Services

Disaster Recovery Services are included as part of ongoing SaaS fees. The disaster recovery plan follows SOC 2 guidelines for system recovery. Systems are automated to backup nightly and can be restored in near real-time through the use of Amazon EBS Snapshots. 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. Multiple Availability Zone deployment options are available so that systems can instantaneously failover to a new Availability Region if an outage occurred.

AssetWorks uses a variety of backup and disaster recovery procedures to minimize system downtime. AssetWorks completes routine maintenance on the Application on a monthly basis. The maintenance schedule will be published and provided to the Customer's Authorized Contact. Disaster recovery procedures are tested annually by performing a full system recovery to a different AWS Availability Zone.

Provide product forms with detailed description of your product offerings. Provide the minimum information including, manufacturer's name, market share, efficiencies, where manufactured, etc. as listed for your product categories including but not limited to following classifications of product:

Facilities & Operations Package (*Manufactured by: AssetWorks LLC in San Antonio, Texas, USA*)

1FM combines our most popular AssetWorks IWMS (*AiM, ReADY and Go*) 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.

This package combines Region 14 ESC / NCPA requirements for: Operations & Maintenance, Mobile Applications, Real Estate Administration, Project Management, Vendor Management, Material Management, and/or Incident & Emergency Management.

BASE FEATURES	
Authentication	Including local auth, LDAP, SSO with CAS (Central Authentication Service), OKTA SAML or Shibboleth.
AiM Basics	**Basics**: Navigating AiM, Searching and Queries, and Project Implementation Support. **AiM IQ 101**: A reporting and business intelligence tool that provides a simplified and unified view to analyze the organization's AiM data. With AiM IQ, you can proactively drive the right business decisions, manage your resources, and identify process bottlenecks. AiM IQ offers bundled analytics in AiM, custom Highcharts visuals in AiM, and IQ REST API which enables advanced analytics outside of AiM.
System Administration	Manage users and permissions. Configure personas and WorkDesk setups.
Customer Service	ReADY Request is an easy-to-use, online application for your customers to request facility services. The system opens a channel of communication between the requester, the facilities department, and technicians in the field (using Go mobile apps) for each customer request. Standard customer request templates work seamlessly with 1FM Operations & Maintenance.
Property Management	**Property Profiles**: Track building inventory and room data. This is the basis for locating work orders and assets.
Asset Management	**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. **AssetSync**: This tool allows importing and exporting asset data to and from AiM. This can be used to interface with other systems, where AiM is the "system of record" but must be kept in sync with the other system. Alternately, the export/import feature allows "bulk" manipulation of asset data outside of AiM via a standard, easy-to-use spreadsheet format. **Go Asset Management** (*mobile app*): Provides real-time, secure access to asset data so that users can create and update asset information in the field such as replacement parts, photos, and notes. It also allows users to perform location verification, meter readings, and inspections.
Human Resources	**Organization Management**: Track organizations and departments, which are then associated to work orders, assigned to locations, and used within ReADY Request. **Employee Management**: Track employees and pertinent employee information including labor and payroll values, work schedules, training information, and location information. **Shop Management**: Define shops as well as details related to the shop such as labor rates, account structure, and approval rights for time, shop stock, etc.
Preventive Maintenance	**Templates**: Configure maintenance details and schedules for PM work orders generated by AiM.
Work Management	**Work Order Management**: 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. **Go Work Management** (*mobile app*): Provides real-time, secure access to application data for field users via iPhone, iPad and iTouch devices. It offers a user interface designed and optimized specifically for iOS mobile devices that allows for quick, easy access to browse assignments, recording time including the ability to start/stop time clocks, record material usage, update status, view/enter notes, map phase/work order locations, capture field photos, and even the launch directly into the web application to the relevant screen and record without leaving the application.

Time Management	**Time Management**: Track labor hours on work orders using timecards, which can be entered in both AiM and Go Work Management.
Finance	**External Charges**: Record miscellaneous costs for work orders. Import charges from another system using the external charge import.

OPTIONAL FEATURES	
Property Management	**Zone-Based Shops**: Automatically assigns work based on property for zone maintenance shops. **Property Contacts**: Associate employees to properties and includes them in ReADY Request workflows
Asset Management	**Asset Inspections**: 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. **Asset Rental**: Track asset rental and charge work orders for asset usage. **Asset Meters**: Track meter readings and usage. Use readings to auto-schedule preventive maintenance work.
Human Resources	**Certification/Training Tracking**: Identify and maintain certification history for employees, and optionally restrict employee assignments to work orders based on current certification and training. **Overtime Rotation**: Notify and track employee for overtime opportunities. Tracking consists of capturing whether the opportunity was accepted, rejected, or notification was not made.
Preventive Maintenance	**Routes**: Apply PM routes to assets to simplify meter reading in Go Asset Management. **RS Means Procedures**: Use RS Means PM standards within AiM to define maintenance checklists on work orders.
Work Management	**Problem Codes**: Quickly identify commonly requested issues and apply default values to the work order. **Phase Email Notifications**: 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. **Shop Stock**: Expense uncontrolled shop inventory to work orders. **Work Planning & Team Scheduler**: 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.
Time Management	**Leave Management**: Manage leave balances for employees and record leave usage through timecards.
Finance	**Work Order Accounting**: Capture the full picture of job costs using double-entry accounting.
Inventory Management	**Basic**: Maintain an inventory of warehouse parts and bins. Use warehouse requests, pick tickets, and release/return functionality to manage part usage on work orders. **Advanced**: Perform physical counts in AiM and Go, use the inventory reorder generator to automatically create purchase order transactions for inventory. * **Go Inventory** (*mobile app*): Compliments and extends the back office asset management capabilities of AiM by providing real time processing of pick tickets, counter releases, returns, physical counting and management of inventory parts. *Mobile app is included with Basic or Advance Inventory.*
Purchasing & Accounts Payable	**Purchasing & A/P**: Manage external purchases using purchase orders, purchase cards, and spot purchases. Perform 3-way matching with receiving and invoicing functionality.

	* **Go Purchasing** (*mobile app*): Provides the staff in the field the ability to do real time requesting of parts, record in store purchasing transactions, and approvals, with offline capability. Go Purchasing is fully interoperable and compliments other Go apps like the Go Work Management app. * **Go Receiving** (*mobile app*): Compliments and extends the back office receiving capabilities of AiM by providing employees on the receiving dock precise functionality they need in the field, such as sign-for-receive, scan to disburse, and reject shipments with photo documentation. *Mobile apps are included with Purchasing & A/P.*
Contract Administration	**Contractor Management**: Manage external vendors for use with purchasing, contract administration, lease management, and energy management. **Service Contracts**: Establish contracts with vendors, associate to work orders, and track invoices. Identify supported services to default contractors to work orders automatically.
Project Management	**Project Management**: Group work orders to track work and costs for maintenance projects.
Assessment & Needs Analysis	**FCI Calculation**: Establish a facility condition index for each building quickly based upon rating building systems. **Capital Budget Request**: Track capital requests and budget requests. **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.
Environmental Health & Safety	**Hazardous Building Materials**: Identify hazardous materials within buildings. Track the location and quantity of the materials. Record abatement actions. **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.
Estimating	**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.
Key & Access Control	**Key Management**: Track and maintain the key inventory, including key coding and association to locations, access points, locks, and cores. **Key Release/Return**: Request, select, and issue keys to individuals, organizations, and contractors.

Space Package (*Manufactured by: AssetWorks LLC in San Antonio, Texas, USA*)

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.

This package combines Region 14 ESC / NCPA requirements for: Space & Occupancy Management, Move Management, and AutoCAD/Revit Integration.

BASE FEATURES	
Space Management	**Occupancy Management**: Assign organizations to locations and associate functional usage to each organization. Track employee assignment per location. Identify instructional programming within locations. **SpaceSync**: Review and approve updates to Location, Occupancy, Program Location, Grant Location and Occupants in bulk quantities.

OPTIONAL FEATURES	
Space Management	**Grant Management**: Track grants and principal investigators and associate to locations to assist with indirect cost recovery. **Move Orders**: Move employees and assets from one location to another, optionally link to work orders. **AiMCAD Base**: Use the AiM AutoCAD Plugin to import to push new and updated CAD drawings and data to AiM. AiMCAD Base provides the ability to link floor plan drawings in AutoDesk AutoCAD to the associated facilities in the AiM database. **AiMCAD Planning:** AiMCAD Planning is an add-on module for AiMCAD that allows Space Planners to quickly experiment with room data in floor plans to visualize various planned scenarios (i.e. create "what if" scenarios). **AiMCAD Revit:** AiMCAD Revit is an add-on module for AiMCAD that provides support for Revit 3D Models and is ideal for organizations that use both AutoCAD and Revit or simply receive Revit Models from AE Firms. A large percentage of existing buildings were documented using AutoCAD, so it's likely most organizations will use both AutoCAD and Revit for many years to come. **ReADY Space Single Room Update**: The ability to edit space information for rooms can be delegated to ReADY users by associating their AiM employee ID to properties, departments or organizations by Contact Type. **ReADY Space Survey**: A tool to solicit the entry of new space data or verification of existing space data by designated ReADY Users.
Lease Management	**Payable Lease**: Track and manage leases as the lessee, including payment schedules and renewal options. Capture invoices paid to lessors. **Receivable Lease**: Track and manage leases as the lessor, including payment schedules and renewal options. Capture invoices payments from lessees.
GIS	**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.

Capital Planning & Project Management (CPPM) Package (*Manufactured by: AssetWorks LLC in San Antonio, Texas, USA*)

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.

This package incorporates Region 14 ESC / NCPA requirements for: Capital Planning.

BASE FEATURES	
Capital Planning & Project Management (CPPM)	**CPPM**: 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. **Go CPPM** (*mobile app*): Provides project managers the precise functionality they need in the field, such as viewing and editing project details, opening related work orders, adding photos and documents, and performing inspections that can auto-generate corresponding remedial actions.

Sustainability Package (*Manufactured by: AssetWorks LLC in San Antonio, Texas, USA*)

Utility Billing, Green & Sustainability, and Predictive Maintenance.

This package incorporates Region 14 ESC / NCPA requirements for: Utility Management.

BASE FEATURES	
Energy Management (EM)	**EM**: Offers a unique set of features that enable 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.
Green & Sustainability	**Green:** Sustainability managers struggling with websites to manage "green" projects and manually pulling and scoring green initiatives from siloed systems can seamlessly track all requirements in the same system as Capital Projects, Purchasing, Materials management, and Operations. Sustainability is no longer an "add-on" within AiM, it is integrated into the process of doing projects and jobs.

Go Mobile Solutions (*Manufactured by: AssetWorks LLC in San Antonio, Texas, USA*)

Achieve efficiency by equipping your field personnel with direct access to your AiM facility and asset management system (*IWMS Software*) via the Go family of mobile apps. These purpose-built apps provide Field personnel with the ability to directly access and update AiM to eliminate unnecessary paperwork, repeat trips to the job site, costly time delays, and redundant data entry. Streamline warehouse operations and modernize inventory management by using the Go mobile apps and QR/barcode scanning to request parts, get approval, and receive orders, issue inventory, and more. The AssetWorks Mobile Productivity Solution enables your team to manage the entire lifecycle of assets from mobile devices in the field improving operational efficiencies and reducing administrative costs.

- **Go Asset Management**: Provides real-time, secure access to asset data so that users can create and update asset information in the field such as replacement parts, photos, and notes. It also allows users to perform location verification, meter readings, and inspections.
- **Go CPPM**: Provides project managers the precise functionality they need in the field, such as viewing and editing project details, opening related work orders, adding photos and documents, and performing inspections that can auto-generate corresponding remedial actions (*i.e. Connect and contact key contacts via text, email or phone*).
- **Go Inventory**: Compliments and extends the back office asset management capabilities of AiM by providing real time processing of pick tickets, counter releases, returns, physical counting and management of inventory parts.
- **Go Purchasing**: Provides the staff in the field the ability to do real time requesting of parts, record in store purchasing transactions, and approvals, with offline capability. Go Purchasing is fully interoperable and compliments other Go apps like the Go Work Management app.
- **Go Receiving:** Compliments and extends the back office receiving capabilities of AiM by providing employees on the receiving dock precise functionality they need in the field, such as sign-for-receive, scan to disburse, and reject shipments with photo documentation.
- **Go Work Management:** An application that provides real-time, secure access to application data for field users via iPhone, iPad and iTouch devices. It offers a user interface designed and optimized specifically for iOS mobile devices that allows for quick, easy access to browse assignments, recording time including the ability to start/stop time clocks, record material usage, update status, view/enter notes, map phase/work order locations, capture field photos, and even the launch directly into the web application to the relevant screen and record without leaving the application.

Third Party System Integration

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.

Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Executive Summary

Product and/or Service

SoftChalk offers content authoring and hosting solutions that are critical to the success of eLearning initiatives, providing educators with easy, fast, affordable ways to create, manage and share rich, interactive content that engages students in the learning process and inspires learning. Lesson content is web-based and can be delivered in almost any learning management system, content management system, on a web-server, on mobile devices or in the cloud.—anywhere for just-in-time learning. SoftChalk products include:

- **SoftChalk Create**: This powerful, award-winning content authoring solution allows educators to easily create engaging e-Learning content for delivery in almost any LMS. SoftChalk Create is included in the SoftChalk Cloud platform and is also available as a desktop application.

- **SoftChalk Cloud**: a multi-function platform that combines content authoring, content management and student score tracking functionality. SoftChalk Cloud is designed to integrate seamlessly with LMSs using the LTI data exchange specification. It can also be used to deliver content without an LMS.

- **Enterprise SoftChalk Cloud:** which allows institutions to implement their own private, learning object repository to create, manage and share their e-learning content institution-wide.

Describe the value to participating agencies

SoftChalk creates opportunities to share best-practices and encourage talent development across organizations. The SoftChalk platform enables trainers to develop custom course materials and deliver interactive content to trainees. This includes skills training, content support for adjunct faculty, affordable content alternatives for learners or content for a variety of non-academic orientation and workforce training requirements. In addition, trainers can track outcomes to identify trainees' comprehension or struggles. SoftChalk is a great way to provide online orientation, personal development, critical security and safety training for organizations.

Describe the value to NCPA

Combining AssetWorks' 1FM products and services along with SoftChalk products, 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.

NCPA and AssetWorks/SoftChalk will develop lasting customer relationships which is essential as we continue to deliver state-of-the-art IWMS software as part of the solution to Facility Management; as well as supporting mission-critical education and talent development across organizations.

Describe how your company would market this product and/or service through this contract

Within the first 90 days, SoftChalk will work with Region 14 ESC / NCPA to generate a co-branded press release and promote it through SoftChalk's website and social media channels. Build a microsite to house necessary reference materials, marketing collateral and other content related to the contract. The contract will be added to our price book and our Sales Team will be required to attend training on the purchasing process using the Region 14 ESC / NCPA contract. We will provide our Sales Team with all of this information in preparation for tradeshows and engaging with specific prospects and customers.

Provide an anticipated size of the market for this product and/or service in the public

Higher Education	61.1%	Primary/Secondary Education	5.6%
E-Learning	16.7%	Media Production	5.6%
Education Management	11.1%		

Resource: *https://www.g2.com/compare/adobe-captivate-vs-articulate-storyline-3-vs-lessonly-vs-softchalk-cloud*

Detail Description

Where is the product manufactured?

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.

Any certifications provided? No certifications provided.

Where is the service performed?

SoftChalk offers the following instructor-led options:

- **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**: 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.

Who performs the service and what is their expertise?

SoftChalk will be responsible for providing all eLearning Content Authoring Software services remotely and/or on-site to support the Region 14 ESC / NCPA contract. The SoftChalk team, includes a dedicated group of current and former educators who are committed to enabling the global education community to get their geek on!

Is this a proprietary product and, if not, who is your competition?

There are dozens of competitors in this marketplace of varying sizes, most offering a subset of capabilities (*i.e. Articulate Storyline, CourseArc and H5P*).

https://www.g2.com/compare/articulate-storyline-3-vs-coursearc-vs-h5p-vs-softchalk-cloud

Provide references

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

"SoftChalk gets students engaged by allowing them to interact with content in meaningful ways that require critical thinking and thoughtful responses. SoftChalk is our go-to software to transform lessons into interactive experiences." **- Lyn Hawks, Duke University**

Provide case studies: *https://softchalk.com/our-customers/case-studies*

Provide any pricing that is different than the pricing in Tab 7 in this solicitation.

SoftChalk's pricing has been provided separately in an Excel (xlsx) workbook (worksheet: *TAB 8 - Value Added Products*).

ATTACHMENT: *Tab 7-8_Pricing_R14 ESC-NCPA_AssetWorks*

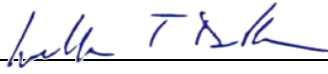**APPENDIX 08:** *SoftChalk eLearning Content Authoring Software*

Tab 9 – Required Documents

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Clean Air and Water Act & Debarment Notice

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.

I hereby further 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)
Print Name	Trey Drake, Group Leader
Address	2441 Nacogdoches Road, PMB 535
City, Sate, Zip	San Antonio, TX 78217
Authorized signature	
Date	March 25, 2021

Contractor Requirements

Contractor Certification
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 statues of the states it is 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 offeror 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 NCPA Participating entities in which work is being performed

Fingerprint & 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 offeror 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.
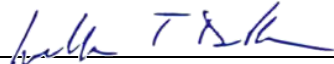
Authorized signature ⟨signature⟩

Date March 25, 2021

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 bid, 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 bid, 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 bid 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.

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	Group Leader
Authorized signature	

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) 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 U.S.C. 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.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the 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 of 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 1986 Comp., p. 189) and 12689 (3 CFR 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
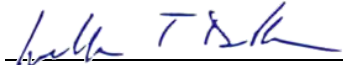
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Contractor agrees to Required Clauses for Federal Funds Certifications.

Potential Vendor	AssetWorks LLC (Facilities Division)
Print Name	Trey Drake, Group Leader
Address	2441 Nacogdoches Road, PMB 535
City, Sate, Zip	San Antonio, TX 78217
Authorized signature	
Date	March 25, 2021

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) <u>Maintain</u> all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) <u>Permit</u> any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) <u>Non-discrimination</u>. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
   a. <u>Race, Color, Creed, National Origin, Sex</u>. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 <u>et seq.</u>, and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. <u>Age</u>. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the

Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

    d.   <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3)   <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4)   <u>Sanctions of Non-Compliance</u>. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1)   <u>Non-Discrimination Assurances</u>. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2)   <u>Prompt Payment</u>. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at

least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to
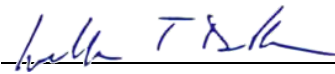
this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Contractor agrees to Required Clauses for Federal Assistance provided by FTA.

Potential Vendor	AssetWorks LLC (Facilities Division)
Print Name	Trey Drake, Group Leader
Address	2441 Nacogdoches Road, PMB 535
City, Sate, Zip	San Antonio, TX 78217
Authorized signature	
Date	March 25, 2021

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Acknowledged:

AssetWorks LLC (Facilities Division)

Trey Drake, Group Leader

March 25, 2021

AssetWorks Appendices

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CONTRACTUAL EXCEPTIONS

RFP: 02-21 for Facilities and Asset Management InformationSystems

AssetWorks LLC ("Company") 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 14 ESC / NCPA ("Customer") containing all relevant terms for its services consistent with the Customer Terms and Company's response.

Reference	Term Description	Exceptions
Tab 1 **Master Agreement**	Warranty	Intentionally deleted – Warranty to be subject to the applicable Vendor Agreement.
	Audit rights	Delete: "Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 14 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.
	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 a Limitation of Liability	Except for damages or limits and liability which cannot 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.
	Prevailing Wage	To be modified to as applicable to the jurisdiction of the Vendor and the location of its employees and/or personnel.
Tab 2 **NCPA Administration Agreement**	Add a Limitation of Liability	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.
	Signature Page	Upon the notice of intent to award; AssetWorks shall execute the NCPA Administration Agreement once final terms, conditions, and the attached exceptions have been agreed upon by all parties and AssetWorks. **APPENDIX:** *AssetWorks_Contractual Exceptions_RFP02-21_Region 14-NCPA* A copy of our Software as a Service (SaaS) Agreement has been included with this proposal; final terms and conditions will be negotiated and agreed upon by all parties. AssetWorks will require Region 14 ESC and/or participating Members to sign an AssetWorks SaaS Agreement. **APPENDIX:** *AssetWorks_1FM-SaaS Agreement*

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 in consistent 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:_____

AssetWorks LLC

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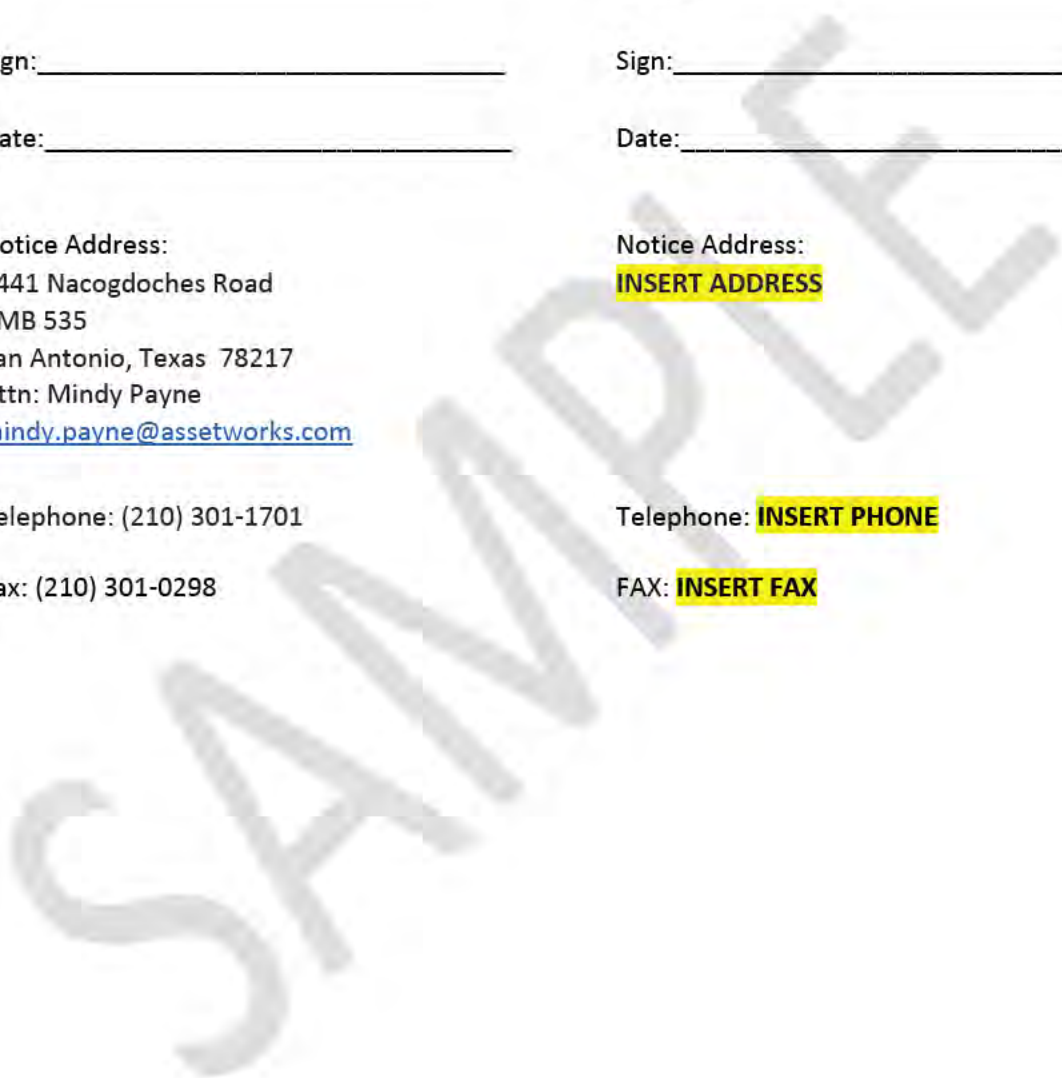Attn: Mindy Payne
mindy.payne@assetworks.com

Telephone: (210) 301-1701

Fax: (210) 301-0298

Customer

Notice Address:
INSERT ADDRESS

Telephone: INSERT PHONE

FAX: INSERT FAX

APPENDIX 02

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	Work Order Outbound Purchase Request Outbound Purchase Order Inbound Purchase Order Outbound Purchase Receive Outbound Purchase Order Invoice Inbound	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.
Payroll	Employee Inbound Leave Inbound Timecard Outbound	Employee Inbound is included for labor rate updates. Import Leave accrual from external system and export timecard data from AiM for payroll.
Energy	Meter Reading Inbound Utility Bill Inbound Utility Bill Invoice Outbound Financial Transaction Outbound	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.
CPPM Contracts	Construction Contract Inbound Payment Application Outbound Consulting Contract Inbound Consulting Invoice Outbound Contract Encumbrance Adjustment Outbound Direct Expense Inbound Financial Transaction Outbound	Capital Projects contract and invoice integrations, CPPM Direct expenses from external systems, and CPPM billing data exported to external financial system.
Common Sync	Employee Inbound Organization Inbound Contractor Inbound	Basic synchronization bundle of common entities that are interfaced from external systems.
O&M Basics	Account Inbound Account Extension 1-16 Inbound Employee Inbound Organization Inbound Contractor Inbound External Charges Inbound Financial Transaction Outbound Work Order Journal Entry Inbound	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.

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.

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 to 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.

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

<mark>TO BE ATTACHED</mark>

SCHEDULE 5 FEE SCHEDULE

1. **SaaS**

2. **SERVICES**

STAFF	TITLE	YEARS OF EXPERIENCE	PROFESSIONAL HISTORY

Cristina Wheless
New Braunfels, Texas
	Chief Operating Officer	23	**CHIEF OPERATING OFFICER, ASSETWORKS LLC** 2020 - Present
			
			CHIEF CUSTOMER OFFICER, ASSETWORKS LLC 2019 - 2020
			
			CHIEF SERVICES OFFICER, ASSETWORKS LLC 2017-2019
			
			CEO AND PROFESSIONAL SERVICES MANAGER, CKIS CONSULTANTS 2006 - 2017
			
			FAMOUS SOFTWARE LLC, FRESNO, CALIFORNIA 1997 - 2006
			    Manager, Software Quality Assurance 2004 - 2006
			    Business Analyst/Sr. Project Manager 2002 - 2006
			    Quality Assurance Engineer/Lead 1999 - 2002
			    Technical Writer/Website Administrator 1997 - 1999

Robert Baker
Austin, Texas
	Vice President of Services	5	**VICE PRESIDENT OF PROFESSIONAL SERVICES, ASSETWORKS LLC** 2019-Present
			
			DIRECTOR PROFESSIONAL SERVICES, ASSETWORKS LLC 2016-2019
			
			DELL TECHNOLOGIES, ROUND ROCK, TX 2000 – 2016
			    Deployment and Field Services (Management and PM Roles) 2011-2014
			    Supply Chain Management (Management and PM Roles) 2003-2011
			    Warehouse Manager, Warranty Parts 2000-2002
			
			IMPLEMENTATION SPECIALIST – WAREHOUSE OPERATIONS , AMERISERVE DISTRIBUTION, INC.

Richard Sepulveda San Antonio, Texas	Director of Finance	32	**DIRECTOR OF FINANCE, ASSETWORKS, LLC** 2018-present **ACCOUNTING MANAGER, ASSETWORKS, LLC** 2015-2018 **DIVISION CONTROLLER-CONTAINER, WASTEQUIP** 2013-2014 **SR. FINANCE MANAGER, HARLAND CLARKE** 2000-2013 **SR. FINANCIAL ANALYST, GAYLORD CONTAINER** 1998-2000 **PLANT CONTROLLER/GENERAL ACCOUNTANT, UNION CAMP CORPORATION** 1988-1998

Sean O'Brien Woodstock, GA	Global Director of Education Marketing	2	**GLOBAL DIRECTOR OF MARKETING, ASSETWORKS** December 2020 - Present (4 months) **INTERNATIONAL MARKETING LEAD, ASSETWORKS** May 2019 - December 2020 (1 year 8 months) **FOUNDER, AFFORDABLE COLLEGE** January 2015 - Present (6 years 3 months) **DIRECTOR OF STRATEGIC PARTNERSHIPS, ASHWORTH COLLEGE** **September 2013 - December 2014 (1 year 4 months)** **HIGHER EDUCATION PARTNERSHIPS MANAGER, MARKET MOTIVE** December 2012 - August 2013 (9 months)
Marshall McSpadden Austin, Texas	Account Executive, Facilities Division	21	**ACCOUNT EXECUTIVE, ASSETWORKS LLC** 2018-Present **SENIOR SALES ENGINEER ORACLE CLOUD, ORACLE** 2015 – 2018 **SENIOR SOFTWARE ARCHITECT SAAS, COMPUTER ASSOCIATES INTERNATIONAL, INC.** 2008 – 2015 **SENIOR SALES ENGINEER, COMPUTER ASSOCIATES INTERNATIONAL, INC.** 2005 – 2008 **SALES ENGINEER AND IMPLEMENTATION CONSULTANT**, COMPUTER ASSOCIATES INTERNATIONAL, INC. 2000 – 2005 **INSIDE SALES REPRESENTATIVE, STERLING SOFTWARE** 1998 – 2000 (*Acquired by Computer Associates International, Inc.*)
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

Mary Beth Huneke Richmond, Virginia	Regional Sales Manager, SoftChalk	34	**REGIONAL SALES MANAGER, ASSETWORKS, LLC** February 2021 – Present

REGIONAL SALES MANAGER, ASSETWORKS, LLC
February 2021 – Present

DIRECTOR OF SALES, SOFTCHALK, LLC (*Acquired by AssetWorks LLC*)
2017-2021

DIRECTOR OF SUPPORT SERVICES, SOFTCHALK, LLC (*Acquired by AssetWorks LLC*)
2007-2017

TECHNICAL WRITER, HEALTH INFORMATICS, INC
2007, 2003-2005

WEB INFORMATION ARCHITECT, MULTIMEDIA DEVELOPMENT SPECIALIST, VIRGINIA COMMONWEALTH UNIVERSITY
2005-2006

INFORMATION TECHNOLOGY SPECIALIST, PROGRAMMER ANALYST, VIRGINIA COMMONWEALTH UNIVERSITY
1991-2003

COMPUTER CONSULTANT, SOFTWARE SUPPORT SERVICES (SELF-EMPLOYED)
1990-1991

ASSOCIATE TECHNICAL SUPPORT ENGINEER, BUSINESSLAND
1986-1990

ENGLISH TEACHER, NEW KENT VIGINIA HIGH SCHOOL
1984-1986

ENGLISH AS A SECOND LANGUAGE TEACHER, FAIRFAX COUNTY VIGINIA ADULT EDUCATION
1981-1982

PEACE CORPS VOLUNTEER, NIGER WEST AFRICA
1978-1980

Environmental Policy

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.

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   **PM** PMP = Project Management Professional   **PM** 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	**VICE PRESIDENT OF PROFESSIONAL SERVICES, ASSETWORKS LLC**
				2019-Present
				
				DIRECTOR PROFESSIONAL SERVICES, ASSETWORKS LLC
				2016-2019
				
				DELL TECHNOLOGIES, ROUND ROCK, TX
				2000 – 2016
				    Deployment and Field Services (Management and PM Roles)
				    2011-2014
				    Supply Chain Management (Management and PM Roles)
				    2003-2011
				    Warehouse Manager, Warranty Parts
				    2000-2002
				
				IMPLEMENTATION SPECIALIST – WAREHOUSE OPERATIONS , AMERISERVE DISTRIBUTION, INC.

Aaron G. Davis Columbus, Ohio	Custom Development Manager	AiM IQ Assessment & Needs Analysis Operations & Maintenance Space Management Go Mobile Applications Planning & Scheduling Real Estate (Property Management) System Administration	15	**CUSTOM SOLUTIONS ARCHITECT, ASSETWORKS LLC** Present **CUSTOM SOLUTIONS ARCHITECT, ASSETWORKS LLC** 2019-2020 **PROJECT MANGER, ASSETWORKS LLC** 2015-2019 **SYSTEMS MANAGER, OHIO STATE UNIVERSITY** 2006-2015

Cricket Manjarrez
Melbourne, Florida

Project Manager

ReADY Request **(*SME)**
Go Mobile Applications
Operations & Maintenance
Property Management

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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

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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

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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

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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

Mike Keelin
Fayetteville, Arkansas

Senior Project Manager

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)

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SENIOR PROJECT MANAGER, ASSETWORKS LLC
2013- Present

SENIOR FUNCTIONAL CONSULTANT, ACCRUENT
2001-2013

FACILITIES MANAGEMENT PROJECT/PROGRAM MANAGER, UNIVERSITY OF ARKANSAS
1990-2001

Will Kline
San Antonio, Texas

Senior Project Manager, PMP

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

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SENIOR PROJECT MANAGER, ASSETWORKS LLC
2003- Present

CONSULTANT, ASSETWORKS LLC
2001-2003

CAD TECHNICIAN, OTM ENGINEERING
2000-2001

Glenn Adams
Auburn, Alabama

Vice President of Product Management

ReADY Request
Assessment & Needs Analysis
Capital Planning & Project Management **(*SME)**
Space Management **(*SME)**
Energy Management **(*SME)**

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DIRECTOR OF PRODUCT MANAGEMENT, ASSETWORKS LLC
2019-Present

PRODUCT MANAGER, ASSETWORKS LLC
2012- 2019

INFORMATION TECHNOLOGY MANAGER, AUBURN UNIVERSITY – FACILITIES DIVISION
2005-2012

CERTIFIED INTERNET WEBMASTER (CIW)/ORACLE INTERNET ACADEMY INSTRUCTOR, PRUDEN CENTER FOR INDUSTRY AND TECHNOLOGY
2003-2005

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

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

Name	City	Country	Credential	Earned	Status
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

1FM Implementation Services

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

1. **Our Team**. The AssetWorks Professional Services Team consists of seven skilled implementation specialists, including two PMP Senior Project Managers and one CAPM Project Manager. Our team has a combined average of over 25 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 an 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	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. **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)	Optional
Asset Rental	Track asset rental and charge work orders for asset usage. **Training Videos** Conceptual: Asset Rental Training: Asset Availability and Reservations Training: Tracking Asset Rentals and Returns Training: Asset Package Setup	Optional
Asset Meters	Track meter readings and usage. Use readings to auto-schedule preventive maintenance work. **Training Videos** Conceptual: Asset Meters Training: Asset Meter Data Loader Training: Managing Asset Meters Training: Understanding Meter Based PM Scheduling	Optional
Human Resources		**Base or Optional**
Organization Management	Track organizations and departments, which are then associated to work orders, assigned to locations, and used within ReADY Request. **Training Videos** Conceptual: Organization Hierarchy Training: Organization Data Loader Training: Managing Organizations	Base
Employee Management	Track employees and pertinent employee information including labor and payroll values, work schedules, training information, and location information. **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	Base
Shop Management	Define shops as well as details related to the shop such as labor rates, account structure, and approval rights for time, shop stock, etc. **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	Base

Training Courses	Identify and maintain certification history for employees, and optionally restrict employee assignments to work orders based on current certification and training. **Training Videos** Conceptual: Training Courses Training: Tracking Training Certifications Training: Enforcing Training Certification by Work Code or Asset Group	Optional
Overtime Rotation	Notify and track employee for overtime opportunities. Tracking consists of capturing whether the opportunity was accepted, rejected, or notification was not made. **Training Videos** Conceptual: Overtime Rotation Training: Using Overtime Rotation	Optional
Preventive Maintenance		Base or Optional
Templates	Configure maintenance details and schedules for PM work orders generated by AiM. **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	Base
Routes	Apply PM routes to assets to simplify meter reading in Go Asset Management **Training Videos** Training: How to setup and Manage Preventive Maintenance Routes	Optional
RS Means Procedures	Use RS Means PM standards within AiM to define maintenance checklists on work orders **Training Videos** Training: Using RS Means Maintenance Procedures Training: Adding Location Coefficients and Cost of Living Adjustments	Optional
Work Management		Base or Optional
Work Order Management	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. **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	Base

Problem Codes	Quickly identify commonly requested issues and apply default values to the work order. **Training Videos** Training: Updating Problem Codes	Optional
Phase Email Notifications	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. **Training Videos** Training: How to setup phase status email notifications	Optional
Shop Stock	Expense uncontrolled shop inventory to work orders. **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	Optional
Work Planning & Scheduling	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. **Training Videos** Conceptual: Team Scheduler Training: Daily Assignments Training: Team Scheduler	Optional
Time Management		**Base or Optional**
Time Management	Track labor hours on work orders using timecards, which can be entered in both AiM and Go Work Management. **Training Videos** Conceptual: Time Management Training: Rapid Timecard Entry Training: Time Entry Go WM Training: Timecard Approval Training: Timecard Adjustment	Base
Leave Management	Manage leave balances for employees and record leave usage through timecards. **Training Videos** Conceptual: Leave Management Training: Leave Manager	Optional
Finance		**Base or Optional**
External Charges	Record miscellaneous costs for work orders. Import charges from another system using the external charge import. **Training Videos** Conceptual: External Charges Training: External Charge Entry and Approval Training: External Charge Import	Base

Work Order Accounting	Capture the full picture of job costs using double-entry accounting. **Training Videos** Conceptual: Account Management Conceptual: Phase Funding Methods Training: Account Data Loader Training: Accounts Training: Sub-codes	Optional
Work Order Billing	Define billing rules and generate billing transactions. **Training Videos** Conceptual: Work Order Billing Setup Training: Work Order Bill Generator Training: Using the Work Order Generator to Bill and Close Work Orders	Optional
Inventory Management		Base or Optional
Basic	Maintain an inventory of warehouse parts and bins. Use warehouse requests, pick tickets, and release/return functionality to manage part usage on work orders. **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	Optional
Advanced	Perform physical counts in AiM and Go, use the inventory reorder generator to automatically create purchase order transactions for inventory. **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	Optional

Purchasing & Accounts Payable		Base or Optional
Purchasing & A/P	Manage external purchases using purchase orders, purchase cards, and spot purchases. Perform 3-way matching with receiving and invoicing functionality. **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	Optional

Contract Administration		Base or Optional
Contractor Management	Manage external vendors for use with purchasing, contract administration, lease management, and energy management. **Training Videos** Conceptual: Contractor Management Training: Contractor Data Loader Training: Contractors	Optional
Service Contracts	Establish contracts with vendors, associate to work orders, and track invoices. Identify supported services to default contractors to work orders automatically. **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	Optional

Project Management		Base or Optional
Project Management	Group work orders to track work and costs for maintenance projects. **Training Videos** Conceptual: Project Management Training: Managing Projects Training: Project Groups Training: Planned Work Orders	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

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.

Space Management		Base or Optional
Occupancy Management	Assign organizations to locations and associate functional usage to each organization. Track employee assignment per location. Identify instructional programming within locations. **Training Videos** Conceptual: Occupancy Management Training: Organizational Occupancy Training: Program Location Training: Space Analysis Training: Floor Viewer	Base
SpaceSync	Review and approve updates to Location, Occupancy, Program Location, Grant Location and Occupants in bulk quantities. **Training Videos** Conceptual: SpaceSync Training: SpaceSync for New Records Training: SpaceSync for Updated Records Training: SpaceSync Import Training: SpaceSync Review/Approve	Base
Grant Management	Track grants and principal investigators and associate to locations to assist with indirect cost recovery. **Training Videos** Conceptual: Grant Management Training: Grant and Principal Investigator Setup Training: Grant Location	Optional
Move Orders	Move employees and assets from one location to another, optionally link to work orders. **Training Videos** Conceptual: Move Orders Training: Move Order	Optional
AiMCAD Base	Use the AiM AutoCAD Plugin to import to push new and updated CAD drawings and data to AiM. AiMCAD Base provides the ability to link floor plan drawings in AutoDesk AutoCAD to the associated facilities in the AiM database. This bi-directional link allows data from floor plan drawings to be exported to AiM to ensure accurate room counts and area calculations, as well as data from AiM to be imported into your floor plan drawings to generate more accurate graphical reports. **Training Videos** Conceptual: CAD Integration Training: Drawing Export Training: CAD Floor Review and Approval Training: Space Viewer	Optional

AiMCAD Planning	AiMCAD Planning is an add-on module for AiMCAD that allows Space Planners to quickly experiment with room data in floor plans to visualize various planned scenarios (i.e. create "what if" scenarios).	Optional
AiMCAD Revit	AiMCAD Revit is an add-on module for AiMCAD that provides support for Revit 3D Models and is ideal for organizations that use both AutoCAD and Revit or simply receive Revit Models from AE Firms. A large percentage of existing buildings were documented using AutoCAD, so it's likely most organizations will use both AutoCAD and Revit for many years to come.	Optional
ReADY Space Single Room Update	The ability to edit space information for rooms can be delegated to ReADY users by associating their AiM employee ID to properties, departments or organizations by Contact Type. **Training Videos** Conceptual: Single Room Update Training: Single Room Update Configuration Training: Single Room Update	Optional
ReADY Space Survey	A tool to solicit the entry of new space data or verification of existing space data by designated ReADY Users. **Training Videos** Conceptual: Space Survey Training: Space Survey Update Configuration Training: Space Survey Update	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 activates 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.

RFP # 02-21: Facilities and Asset Management Information Systems
Region 14 ESC / National Cooperative Purchasing Alliance

AssetW**O**RKS
Facilities

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*

APPENDIX 08