



Board Agenda Item #	II A
Date:	May 8, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Suat Acar, MPS Chief Operations Officer
RE:	Contract Approval for AssetWorks

Proposed Board Recommendation

I move that the board awards the winning bid based on the vendor evaluation matrix and approve the purchase of Asset Management solutions provided by AssetWorks. The approved vendor, machine model, and pricing will be effective fiscal year 2017-18.

Background

The current asset management system for MPS Home office and schools does not meet the standards as required by LACOE. The cloud based asset management solution with accessibility from anywhere and with detailed reporting capability is recommended to comply with the standards and requirements. The RFP process was opened on March 17, 2017 and closed on March 30, 2017. RFP evaluation committee consisted of MPS CFO, Ms. Montijo, MPS COO, Mr. Acar, and MPS IT Director, Mr. Monoshev. The committee evaluated the bids and recommends AssetWorks according to following factors:

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
<b>Total</b>	<b>100.00%</b>

Budget Implications

The purchase of MPS Asset Management Solutions is budgeted for 2017-18 fiscal year.

- Asset Tagging and Labeling service-\$18,000 (one time)
- AssetMax software \$10,336 (annual)

Name of Staff Originator: Rasul Monoshev

## Received Price Quotes for MPS Asset Management Solutions Need

	AssetWorks	InvGate	AssetPanda	Hayes Software
<b>Item 1: Cloud Based Asset Management Software</b>	\$ 10,336.00	\$ 13,650.00	6649.51	NA
<b>Item 2: Tagging and Labeling Service</b> 7,000 assets, 11 locations	\$ 18,000.00	\$ 15,750.00		NA
<b>Total Price (40%)</b>	<b>\$ 28,336.00</b>	<b>\$ 29,400.00</b>	<b>\$ 6,649.51</b>	<b>NA</b>
Functionality/specification of items(30%)	All RequestedSpecs and items	All RequestedSpecs and items	Software only	NA
Vendor Qualifications(20%)	Well Qualified	Good Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good

### Evaluation

Pricing including tax (Max 40 points)	40	35	40	0
Functionality/specification of items (Max 30 points)	30	30	15	0
Vendor Qualifications (Max 20 points)	20	18	20	0
Terms and Conditions (Max 10 points)	10	10	10	0
	<b>100</b>	<b>93</b>	<b>85</b>	<b>0</b>

The Winning bid is AssetWorks (The pricing and experience in public schools are a plus in the decision making)



## REQUEST FOR PROPOSALS FOR THE ASSET MANAGEMENT SOLUTION

(Due Date – March 30<sup>th</sup>, 2017)

### PURPOSE

The Magnolia Public Schools(MPS) is accepting proposals for the purchase of asset management and asset tagging and labeling solution for below sites.

MPS Central Office	250 East First St STE1500, Los Angeles, CA 90012
MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746
MSA-4	11330 West Graham Place, Los Angeles, CA 90064
MSA-5	18230 Kittridge St., Reseda, CA 91335
MSA-6	3754 Dunn Dr., Los Angeles, CA 90034
MSA-7	18355 Roscoe Boulevard, Northridge, CA 91325
MSA-8	6411 Orchard Ave., Bell, CA 90201
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703
MSA-San Diego	6365 Lake Atlin Ave., San Diego, CA 92119

### GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

1. Each item request and guideline in the RFP must be known and properly addressed in the proposal.
2. All equipment in proposal must conform to specifications provided in the RFP.
3. The Vendor must provide terms of warranty on all products
4. The Vendor shall provide a clear breakdown of equipment and services costs.
5. The Vendor must provide an estimated timeline for product delivery.
6. Proposal must be valid for 60days.

All questions regarding the RFP should be addressed in writing to Rasul Monoshev, IT Director, [rmonoshev@magnoliapublicschools.org](mailto:rmonoshev@magnoliapublicschools.org).

### PROPOSAL SUBMISSION

Proposals are to be submitted no later than 5:00 PM PST, Thursday, 03/30/2017 with



options below:

- Email price quote to [mpsassets@magnoliapublicschools.org](mailto:mpsassets@magnoliapublicschools.org)
- Mail to: Rasul Monoshev, MPS Asset Management Solution

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

### **ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS**

The Magnolia Public Schools reserves the right to accept or reject any and all proposals or any portion of any and all proposals at their discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the Magnolia Public Schools Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will exist between the Magnolia Public Schools and the Vendor upon selection of the winning proposer.

### **COMPENSATION**

Payment 60 days after invoice date. The payment will not be issued until after both the Vendor and Magnolia Public Schools agree that the project is complete and meets all requirements.

### **RFP Revisions**

The Magnolia Public Schools reserves the right to modify or issue amendments to the RFP at any time. The Magnolia Public Schools also reserves the right to cancel or reissue the RFP at any time. Notices will be posted to [http://magnoliapublicschools.org/apps/pages/index.jsp?uREC\\_ID=284296&type=d](http://magnoliapublicschools.org/apps/pages/index.jsp?uREC_ID=284296&type=d). It is the sole responsibility of the proposer to monitor the URL for posting of such information.



## RFP EVALUATION

All qualified, responsive proposals will be evaluated using the following factors and weights.

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
<b>Total</b>	<b>100.00%</b>

## RFP EVALUATION COMMITTEE and EVALUATION TIMELINE

### RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

Suat Acar, Chief Operations Officer

Nanie Montijo, Chief Financial Officer

Rasul Monoshev, IT Director

### RFP Evaluation Timeline

RFP announcement: March 17<sup>th</sup>, 2017

RFP Submission Deadline: March 30<sup>th</sup>, 2017 5pm

RFP Evaluation Committee Meeting: March 31<sup>st</sup>, 2017, 10am

MPS Regular Board Meeting to finalize the selection of the vendor, April 5th, 2017

## EQUIPMENT & SERVICES SPECIFICATIONS

- **Item 1:** Cloud Based Asset Management Software

**Quantity:** 1

**Description:**

- ✓ Cloud based asset monitoring software
- ✓ 11 Users
- ✓ 7000 Assets



✓ 11 Locations listed in this RFP

- **Item 2:** Tagging and labeling service

**Quantity:** 1

**Description:**

- ✓ 7000 Assets
- ✓ 11 Locations listed in this RFP

### **Delivery/Shipping**

**NOTE:** No dock at this location.

### **Ship to Address:**

Rasul Monoshev

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

March 29, 2017

Rasul Monoshev  
IT Director  
Magnolia Public Schools  
250 East First Street, Suite 1500  
Los Angeles CA 90012

**RE: Fixed Asset Management Services**

Dear Mr. Monoshev:

AssetWorks LLC is pleased to submit our proposal to provide Magnolia Public Schools (MPS) comprehensive fixed asset inventory and management services which will include physical asset inventory and verification of assets, barcode tagging of non-tagged assets, asset exception reporting (additions/retirements/transfers) and certified appraisal reports to meet external audit requirements, the financial reporting requirements of GASB 34/35 and proper asset accountability and stewardship.

AssetWorks LLC is uniquely qualified to provide the inventory and reconciliation services, utilizing significant knowledge of asset reporting and audit compliancy. The goals go beyond counting assets and recording serial numbers, the understanding of the larger picture, populating software systems and the utilization of technology to achieve compliancy on multiple levels. These are the theories AssetWorks LLC employs, taking a proactive stance and taking the initiative to develop ideas and bring new tools and techniques to better serve our clients

Please contact me directly at 800-428-1925x1806 or via e-mail at [greg.friz@assetworks.com](mailto:greg.friz@assetworks.com) with any questions or to schedule a meeting at your convenience.

Respectfully Submitted,  
AssetWorks LLC



Gregory N. Friz, Managing Director

# AssetWORKS

**Request For Proposals For The Asset Management Solution**

**to:**



Respectfully Submitted by:

**AssetWorks LLC**

Gregory N. Friz

Managing Director

6404 Wilshire Blvd., Suite 750

Los Angeles, CA 90048

[greg.friz@assetworks.com](mailto:greg.friz@assetworks.com)

[www.assetworks.com](http://www.assetworks.com)

Phone: 800-428-1925 x1806



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## STATEMENT OF QUALIFICATIONS

### AssetWORKS

AssetWorks LLC offers asset management solutions that embrace all aspects of capital asset and asset verification tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

MPS can confidently select AssetWorks LLC as a partner to provide asset management services. Specializing in providing asset management consulting, inventory, reconciliation, and valuation we offer:

- Two decades providing Enterprise Asset Management software solutions (EAM) and have the reputation of being the “best of class” provider. We are proud members of the Association of School Business Officials (ASBO), California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- With offices nationwide we offer our clients the resources of a national firm with the local knowledge of a small, local company.
- AssetWorks LLC is the technology pioneer in asset management solutions. We have the most advanced enterprise asset solution to support our client’s asset management needs.
- We have successfully provided asset management tracking, verification and consulting services for more than 5,000 entities across the United States, Europe, and Puerto Rico including **over 1,000 educational clients.**

AssetWorks LLC is a Constellation Software, Inc. company. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 70,000 customers, operating in over 100 countries around the world. Constellation is an extremely healthy organization with consolidated revenues exceeding US\$1.2 billion.

## WORK PLAN

Our in-house staff will conduct an onsite inspection to inventory and verify all capital machinery and equipment assets with an original cost of \$5,000 or greater and fixed assets with an original cost of \$300 and greater including all iPad's and Chromebooks regardless of cost. The resulting data will provide MPS proper accountability and stewardship of capital assets, assist with the financial reporting requirements of GASB 34, and external audit requirements. Additionally, identifying depreciable lives and calculation of accumulated and annual depreciations will take place followed by reporting in a format that is both useable and compliant. Data will be provided in both hard copy and electronic formats.

### Planning & Project Coordination

After a thorough analysis of the required project scope, a work plan will be developed to coordinate, perform, and provide a comprehensive and accurate physical inventory and reconciliation. The work plan will include:

- Inventory and verification schedule
- Identify current locations and organizations for asset ownership
- Review of current fixed asset system
- Finalize quality control procedures
- Review deliverables

### MPS Assistance

The success of this project substantially lies in the preparations and pre-project planning. We ask MPS for assistance with the following:

- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings and rooms (master keys where possible)
- Prepare a current list of licensed vehicles to be included in the reports
- Provide the most recent fixed asset data in MS Excel format
- Items to be inventoried must be accessible, without the need to move or unpack items.
- Computer carts must be unlocked to be included in the inventory

**Asset Inventory Implementation Plan:**

With over 30 years of fixed asset data collection and reconciliation experience, AssetWorks has married software functionality with smart hardware technology. Easy data capturing methods and full mobile database capabilities are the cornerstones of AssetWorks mobile asset inventory and reconciliation services. Mobile asset data collection and verification services are conducive to an accurate and efficient asset inventory and verification process by streamlining inventory workflow processes.

<b>Asset Inventory &amp; Verification Work Plan</b>	<b>Schedule</b>
<b>Task 1-Project Planning</b>	
➤ Establish project/client team	Week 1
➤ Establish communication plan	Week 1
➤ Review current fixed asset system file layout	Week 1
➤ Obtain current fixed asset data (MS Excel)	Week 1
➤ Confirm Deliverables	Week 1
➤ Develop inventory schedule	Week 1
<b>Task 2-Asset Inventory &amp; Verification</b>	
➤ Perform site inventory	Week 3-5
➤ Record asset location data elements (site/building/room)	Week 3-5
➤ Record pertinent asset data (manufacturer, model, serial, etc.)	Week 3-5
➤ Record existing tag or apply barcode tag	Week 3-5
➤ Include licensed vehicles based on MPS provided information	Week 3-5
➤ Assign original cost based on data match to MPS information	Week 6-8
➤ Develop original cost (when not provided)	Week 6-8
➤ Assign normal life	Week 6-8
<b>Task 4-Deliverables</b>	
➤ Preliminary reports (Exceptions)	Week 10
➤ Review preliminary reports	Week 11-12
➤ Prepare final report	Week 13
➤ Master data file	Week 13

## Asset Inventory and Verification-Machinery, Furniture & Equipment

A detailed inspection and field inventory will be conducted at all buildings, identifying each asset by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned re-inventory
- Confirm asset location to the site/building/room level
- Confirm custodial responsibility
- Identify unrecorded assets such as additions, retirements and transfers
- Verify asset status and condition

All assets included in our inventory and verification will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our staff will utilize hand held computers equipped with laser scanners to verify the asset data and record any missing information including the following data:

- |                                |                                   |
|--------------------------------|-----------------------------------|
| a. Asset Identification Number | i. Building                       |
| b. Description                 | j. Site/Location                  |
| c. Quantity                    | k. Room/Sublocation               |
| d. Acquisition Date            | l. Cost Information               |
| e. Manufacturer                | m. Funding Source                 |
| f. Model                       | n. Department                     |
| g. Serial Number               | o. Normal Useful Life             |
| h. Asset Account               | p. Miscellaneous (e.g. old tag #) |

**Barcode Tagging-** AssetWorks LLC appraisers will record the existing tag number or apply an MPS provided bar code tag and enter the tag numbers along with all the corresponding asset information into the database.

### Property Excluded

Buildings, land and land improvements will be excluded from AssetWorks service.

## **COSTING & VALUATION METHODOLOGY**

The offsite valuation portion of the project entails the research and calculations necessary to formulate historic costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

**Direct Costing** method will be used where historical data is readily available from MPS records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks LLC is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by MPS to tie back original cost and dates of acquisition on recent acquisitions.

**Standard Costing** is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

**Normal Costing** method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

**ORIGINAL COST** is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

## PROJECT DELIVERABLES

Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

### **Reconciliation Process**

Throughout the inventory process, the inventory data is analyzed for discrepancies and inventory exceptions. Upon completion of the onsite fieldwork and offsite valuations, a data match comparing the existing MPS provided fixed asset database to the database of information recorded during the onsite fieldwork will occur resulting in the following reports:

- Inventoried Assets-“Matches”
- Unrecorded Additions
- Unrecorded Retirements

*\*Asset reconciliation results will vary based on MPS fixed asset record accuracy and detail within the current fixed asset listing. AssetWorks is not proposing a reconciliation service, determination of the asset status (retired/added) included with our exception reports is the responsibility of MPS.*

### **Preliminary Reports**

Draft Summary and detail reports will be sent via email in .pdf format for review. We provide two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks LLC will then prepare and deliver final reports in electronic and hard-copy format.

### **Final Reports**

One original of the final report will be provided in hardcopy format. Our conclusions will assist MPS with meeting the financial reporting requirements of GASB 34, external audit requirements and accountability and stewardship of MPS assets. Final Reports will include:

Final reports will include:

**Accounting Reports**

**Master Asset Listing**

**Electronic Reports (MS Excel format)**

## PROJECT FEES & AUTHORIZATION

AssetWorks is pleased to present this proposal for both fixed asset inventory and the AssetMAXX software solution. MPS may choose to move forward with this total package; however, MPS has the option to choose either the Inventory or the AssetMAXX software solution; one is not dependent on the other. If MPS decides to select the AssetMAXX software solution without the Inventory Services, the set-up fee for AssetMAXX will need to be adjusted accordingly.

Please initial the option selected, sign the acceptance page and email a copy to greg.friz@assetworks.com. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. AssetWorks will invoice MPS 70% of fees at completion of our field work portion of the project with the final contract amount invoiced with our draft reports. Invoices are due within 30 days of receipt.

Fee Schedule:

		Authorization
<b>Fixed Asset Inventory and Verification Services</b>	<b>\$18,000*</b>	_____

*\*AssetWorks fees are based on the inventory of 7,000 assets at 11 locations. Should the asset count exceed 7,000 an additional fee of \$2 per asset will be incurred.*

		Authorization
<b>AssetMAXX Software – Year 1</b>	<b>\$7,120</b>	_____

*Please see fee breakdown below*



**AssetMAXX Fee Schedule**

**AssetMAXX ASP Fixed Asset Software**

	No .of Units	Fee	Total
One Time AssetMAXX Setup Fee	1	\$1,600	\$1,600
Year 1 Base AssetMAXX Software (Includes 1 System Administrator User) (Includes \$1,484 Software Initiation Fee & \$636 Software Hosting)	1	\$2,120	\$2,120
Year 1 Additional AssetMAXX User (Includes \$196 Software Initiation Fee & \$84 Software Hosting)	10	\$280	\$2,800
AssetMAXX WebEx Training	1	\$600	\$600
<b>Total (Year 1) AssetMAXX Investment</b>		<b>Total</b>	<b>\$7,120</b>
Base AssetMAXX Annual Renewal Fee	1	\$1,296	\$1,296
Additional AssetMAXX User Annual Renewal Fee	10	\$192	\$1,920
<b>AssetMAXX Annual Renewal Fee (Hosting, Maintenance, &amp; Support)</b>		<b>Total</b>	<b>\$3,216</b>

**Notes**

- 1) Software Initiation will be invoiced upon completion of base configuration and User Access provided
- 2) AssetWorks will invoice the customer for 100% of fees upon completion of implementation.
- 3) AssetWorks will invoice annually for year 2 renewal, maintenance, and support.
- 4) AssetMAXX ASP Agreement Will Be Required

As an option, AssetWorks has listed the fees for the Mobile AssetMAXX solution. Mobile AssetMAXX gives MPS the ability to conduct their own re-inventories of assets. This is an optional module and is not included with the cost of AssetMAXX.

**Optional Mobile AssetMAXX Fees**

Mobile AssetMAXX License	2	\$1,500	\$3,000
Year 1 Maintenance & Support	2	\$300	\$600
Hardware: Acer Windows Tablet	2	\$350	\$700
Hardware: Socket Series 7Ci v3 Bluetooth Barcode Scanner	2	\$325	\$650
<b>Total (Year 1) Mobile AssetMAXX Investment</b>		<b>Total</b>	<b>\$4,950</b>
<b>Annual Renewal (Maintenance &amp; Support)</b>	<b>2</b>	<b>\$300</b>	<b>\$600</b>

Thank you for the opportunity to propose our comprehensive asset management solution. We look forward to working with you on this important project.

RESPECTFULLY OFFERED BY:

ACCEPTED BY:

**AssetWorks LLC**

**Magnolia Public Schools**



Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Gregory N. Friz , Managing Director  
March 29, 2017

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM A-REFERENCES**

During the past two decades, AssetWorks LLC staff has provided fixed asset management and inventory services to thousands of educational entities nationwide. Recent clients served by the AssetWorks LLC team similar in scope include:

<b>Santa Ana Unified School District</b>	<b>Antelope Valley Community College</b>
Santa Ana, CA	Lancaster, CA
Contact: Mr. Jon Geiszler	Contact: Stan Moore
Phone: (714) 558-5624	Phone: (661) 722-6300 x6909
Email: jonathon.geiszler@sausd.us	Email: smoore@avc.edu
Fixed asset inventory & management services in 2012 and 2015	Fixed asset inventory, verification & reconciliation
ADA: 52,000	
<b>Chula Vista Elementary School District</b>	<b>San Bernardino Unified School District</b>
<b>Chula Vista, CA</b>	<b>San Bernardino, CA</b>
Contact: Bernadette Faustino	Contact: Jim Cunningham
Phone: (619) 425-9660 x1383	Phone: (909) 381-1152
Email: Bernadette.faustino@cvesd.org	Email: jim.cunningham@sbcusd.com
Asset inventory since 2015	Fixed asset inventory & verification services in 2010 and scheduled in 2015
ADA: 22,500	ADA: 48,000

**ADDENDUM B-RFP EXCEPTIONS**

AssetWorks has reviewed the terms in the Request for Proposals issued March 17, 2017 (“Customer Terms”). If awarded the opportunity, AssetWorks is prepared to discuss a mutually agreed contract containing all relevant terms for its services consistent with the Customer’s Terms and with AssetWorks’ response.

Provision:	AssetWorks Request:
Acceptance/Rejection of Proposal Submissions	AssetWorks reserves the right to comment and contribute to completion of the Customer Terms.
Compensation	Invoice payments are due 30 days after invoice date.
Standard Agreements (new)	AssetWorks’ response includes its standard agreement and terms that contain the typical terms under which AssetWorks licenses software and performs services for its customers. AssetWorks is prepared to work with the Customer to reconcile any differences between the Customer Terms and AssetWorks’ standard terms.
Intellectual Property (new)	AssetWorks’ solution is a proprietary solution, and AssetWorks will retain all pre-existing intellectual property and any derivatives thereof.
Limitation of Liability (new)	By corporate policy, AssetWorks requires a limitation of liability in all contracts capping the amount of damages to the contract amount paid and the type of damages to direct.

**ADDENDUM C-TERMS AND CONDITIONS**

- 1) AssetWorks LLC shall provide guidance to the MPS in determining the data required for purposes of the contemplated services. MPS further agrees to provide all data specifically requested, including documentation and information to AssetWorks LLC in a timely manner. AssetWorks LLC shall assume without incurring liability therefore, that all data so provided is correct and complete.
- 2) In the event that MPS provides additional and/or corrected data, documentation and information at a later date, AssetWorks LLC's efforts with respect to such additional and/or corrected data, documentation and information shall be deemed additional services and compensated in addition to the fees set forth herein based on applicable hours, professional fees and expenses.
- 3) MPS acknowledges project completion upon delivery of final reports. Final report delivery occurs only upon either acceptance of the preliminary reports data by MPS or upon the passing of the two-week (10 business days) period of time after preliminary report delivery, whichever comes first.
- 4) The fees proposed in this contract are valid for a period of 90 days.
- 5) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
- 6) MPS and AssetWorks LLC shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

## **ADDENDUM D-ASSETMAXX & MOBILE ASSETMAXX SOFTWARE**

AssetMAXX incorporates all of the necessary capital asset tracking and reporting tools into an easy to use web-based package. Easy asset maintenance and overall system navigation are the cornerstones of the AssetMAXX design. AssetMAXX has a general look and feel that users are accustomed to when using the web. In addition to its capital asset tracking capabilities, AssetMAXX also allows for the tracking and updating of real property for insurance reporting and insurance placement purposes. It provides users with significant advantages over a traditional client-server or stand-alone software. With AssetMAXX, the application and data are housed in a secure data center. AssetWorks handles the day-to-day system and database administration responsibilities that otherwise would need to be managed by an organization's Information Technology Department. In essence, users rent the application and access it over the web thus eliminating the internal need for costly hardware and time consuming maintenance.

AssetMAXX encompasses all areas of capital asset and real property tracking and reporting. A few of its many features include:

### **Capital Asset Reporting & Depreciation**

A full detailed depreciation schedule is automatically generated as soon as the capital asset is posted in the database. The detail of the scheduled depreciation is viewable at any time from the asset detail. Numerous standard financial reports are provided, displaying results in both detail (asset line item) and summary formats. The standard financial reports include values such as total cost, depreciation expense, accumulated depreciation, book value, gain/loss, and period-over-period changes. The user can select any date range for the reports, providing flexibility to run year-to-date, month-to-date, or any other date range, in detail or summary, for any defined depreciation book.

Funds are grouped into Fund Types, and Departments are grouped into Activity (Function or Program) rollup codes, relevant for GASB Statement 34 compliant financial reporting. Asset Classes are grouped into user-defined Class Accounts such as Construction, Machinery & Equipment, or Licensed Vehicles for higher-level aggregate reporting. Summaries are provided for such groupings as Fund Type, Activity, Department, Asset Class, or Class Account.

All necessary entries and transactions are stored permanently and retrieved by date, so no end-of-period close-out process is required. Coupled with the date-range design of the reports, this also allows the user to project future data as well as run (or re-run) past or present reports.

### **Asset Disposal Generator**

The Asset Disposal Generator allows you to create one mass disposal transaction, define the shared disposal information (description, date, percent, method, status), select the assets to be included for disposal, and – when processed (finalized) – the generator will create individual disposal transactions for each of the selected assets.

This is useful when you need to dispose of several assets at once with the same disposal information. For example, if you conduct a physical reinventory and have a list of assets that cannot be found, you may want to dispose of them all with the description “Not found during physical reinventory”, or if there is a large-scale theft or fire, there could be a number of assets to be disposed of together.

Both full disposals and partial disposals are tracked in an auditable history table and all disposed amounts are reconciled in financial reporting, including gain/loss for each associated depreciation book.

### **Relocation of Assets**

Relocation allows you to relocate multiple assets, from various locations to one location, effective on the same date, in one pass. This is useful if, for example, you move the contents of an entire room to another room, or relocate the assets of an entire building to an offsite warehouse.

### **Standard and Ad Hoc Reports**

AssetMAXX provides a comprehensive reporting system for Property Control Officers to gather and report system data. Both ad hoc and standard reporting features are available thus giving users with the appropriate permissions access to all asset data contained within the system. All reports provide basic search functions, which allow the user to report on assets using the most commonly reported criteria. In addition, an advanced ad hoc search function allows users to select up to ten additional asset data items on which to specify search criteria and include in reports.

In addition to addressing an organization’s capital asset tracking and reporting needs, AssetMAXX can also be used by Client to address their insurance reporting and real property tracking needs. Color photo reports of Client-owned structures can be generated, insurable values updated, and properties added, edited, or deleted. AssetMAXX has been developed with Risk Managers in mind as it has special property insurance reporting features built in to the system.

AssetMAXX includes a sophisticated reporting system for all financial, insurance, and property tracking needs. Detailed reports providing transfer information and logs allow for easy tracking of assets among locations and cost centers. Accounting reports supply end users with detailed fund and depreciation data for all capitalized and controlled assets. Components of assets such as buildings, software and other property can be detailed through the AssetMAXX insurance reports. Ad hoc searching and filtering makes finding the information you are looking for simple.

AssetMAXX provides the ability to track and group a fixed asset inventory based on a standard or user-defined asset classes. Users can easily add new fixed assets, transfer assets among departments, funds, or locations, partially or fully dispose assets, and generate a full range of reports at the detail or summary level. Asset Classes define key defaults which simplify data entry of standard fixed assets while allowing individual overwrites for non-standard assets.

Fixed assets may be assigned to a number of departments and funds, allocated by percentage of the total cost. All transfers among funds or among departments are tracked by date and user to provide a full audit trail. All asset relocations are similarly tracked by date and user for a full history.

Asset disposal transactions (both full disposals and partial disposals) are tracked in an auditable history table and all disposed amounts are reconciled in financial reporting. Assets which are disposed are never deleted or removed from the system. The status of these assets have changed to inactive which is an archival status in which the assets are still available to view and run reports against.

### **Multiple Levels of Security and Access**

AssetMAXX includes customized web page interfaces for each individual user based on their access level and permissions and allows for the customization of user roles and permissions. These roles may be customized for a particular organization's needs through the user administration module and permissions may be assigned for each specific user as each organization may have different rules regarding access to information.

All areas of capital asset and real property tracking and reporting are provided by AssetMAXX. Easy asset entry and maintenance is the cornerstone of the AssetMAXX design. All features are quickly accessed from the main asset entry menu. From here, all major system functionality can be reached. AssetMAXX provides easy to use tools for the entry, posting and disposal of assets. Transfers can be performed on an individual asset or through mass transfer and physical inventory functions. Authorized users can easily transfer assets between locations and cost centers based on varying criteria. User defined fields allow the Client to customize asset data as their needs change and expand over time.

### **Mobile AssetMAXX**

Easy data capturing methods and full mobile database capabilities are the cornerstones of the Mobile AssetMAXX software design. In addition to its data reconciliation capabilities, Mobile AssetMAXX gives users the ability to capture tags via barcode scanner, HF RFID, UHF RFID, as well as manual entry. Mobile AssetMAXX is the most flexible and accurate asset reconciliation software available in the fixed asset industry.

Mobile AssetMAXX is our licensed Mobile software for use with multiple operating systems. The flexibility of the software lets customers deploy it on any piece of equipment running a full OS and Java. Mobile AssetMAXX enables users to import data directly from their AssetMAXX database, collect their field information and verify existing assets, and update their AssetMAXX fixed asset database using this efficient and smart tool.

Our Mobile AssetMAXX software features are conducive to an accurate and efficient data reconciliation process by streamlining re-inventory workflow processes.



- Mobile AssetMAXX provides the ability to import data from AssetMAXX to conduct physical inventories using barcode and RFID technology. Upon completion of the physical inventory, all asset data can be exported in compatible formats for updating AssetMAXX.
- Physical inventories can be conducted by location or by asset group.
- The program also maintains real time statistics on assets found, not found, and added during the current inventory.
- Mobile AssetMAXX also provided users the ability to transfer assets that are scanned in locations where they were not previously assigned.
- Mobile AssetMAXX enables users to add new assets to the database as they are discovered during an inventory.
- Mobile AssetMAXX provided asset exception reporting right in the application to assist with the reconciliation of assets that are not found during the physical inventory process.

#### **Mobile AssetMAXX Features**

- Download and view your fixed asset inventory.
- Add new assets on the fly, capturing all relevant data measures.
- Transfer assets from one location to another in one step.
- Reconcile assets based on tag number, serial number, or asset ID.
- Conduct your re-inventory filtered by location or asset custodian.
- Reconcile missing assets on site.
- Supported software license with periodic software updates and tech support.

#### **Tablet PC Recommendations**

Mobile AssetMAXX can be installed on any device running a full OS and Java. This includes everything from laptops to tablets. Paired with a Bluetooth barcode scanning device, we feel that the portability of tablet PCs make for an efficient and user friendly inventory experience using Mobile AssetMAXX.

#### **ADDITIONAL ASSETMAXX FEATURES INCLUDE:**

**Fast, Reliable and Easy Access to Data**

**User Friendly Graphical User Interface**

**Secure Server Location and Administration**

**Secure Authentication, Data Encryption and User Log for Accountability**

**Document & Images Uploads on Asset Details**

**Barcode Scanner Interface**

**Multiple Capitalization Levels**

#### **Vendor Responsiveness and Help Desk**

In order to achieve system reliability, the Help Desk must be able to provide prompt response to Client questions, issues and problems. The end user of the system must be confident that if they have a question, need assistance in running a complex Ad-Hoc report, or are unexpectedly unable to access the system, that reliable help will be available immediately.

AssetWorks has built a very strong reputation for providing expert customer service. When an AssetMAXX user sits down to the keyboard and enters the AssetMAXX URL, the system must supply them with needed data or a screen for entering required information concerning a property transaction.

In the event that the system is not providing the expected service, even if simply due to user error, the help response needs to be fast, effective, and respectful. When a request for assistance is routed to the Help Desk at AssetWorks, the requestor has to know that it will be taken care of in an efficient and effective manner.

The AssetWorks Help Desk will respond quickly to any trouble call that it receives. Problem resolutions will be prompt, followed by documentation outlining the problems encountered and the resolution taken. All appropriate Client Team members will be given access to the Web-based Help Desk support. In situations where AssetWorks staff discovers an actual or potential problem, it will be immediately reported to the Client. This will allow timely discussion of the pertinent issues and the rapid development of a course of action.

Unlimited technical support is available to AssetMAXX users. The fee for support is included in the fixed annual fee. The establishment of the help desk manned by AssetWorks software engineers will ensure expedited and consistent responses to end user questions regarding application operation and maintenance.

AssetWorks will dedicate individuals who have expert knowledge in the design and operation of AssetMAXX to provide help desk support to all authorized Client users. The help desk will be manned from 8:00 AM through 5:00 PM CST, Monday through Friday, excluding state government holidays. The help desk will be accessible by both telephone and e-mail. Telephone calls after posted business hours will be received by an answering system, with help desk personnel responding the next business day. Help desk staff will provide immediate response for all help desk inquiries.

**ASSETMAXX STANDARD TERMS AND CONDITIONS**

1. AssetWorks will invoice the customer for 100% of fees upon issuance of deliverables identified above. Payments are due within 30 days of invoice receipt and past due amounts are subject to late fees of 1 ½ % per month.
2. All software is subject to the standard software license, and all software maintenance or services quoted will be subject to the AssetMAXX ASP agreement located at [www.assetworks.com/AssetMAXX\\_Agreement/](http://www.assetworks.com/AssetMAXX_Agreement/)
3. All items in the quote referenced above have been provided on a fixed fee basis. Any changes to the requirements of the quote will be subject to additional fees.
4. The customer acknowledges project completion upon delivery of all items in the attached quote.
5. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
6. To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
7. AssetWorks shall not retain ownership rights of customer's data. Should the customer choose to no longer utilize the software AssetWorks can provide a standard media download and standard fees will apply.
8. All hardware quoted will be subject to manufacturer's warranty only.

## ADDENDUM D-ASSETMAXX ASP AGREEMENT

### Application Service Provider Agreement

This Application Service Provider Agreement (“Agreement”) is effective as of \_\_\_\_\_ (“Effective Date”), by and between AssetWorks LLC (“Provider”), with offices located at 168 Industry Drive, Pittsburgh, PA 15275 and [Client Name] (“Customer”), with offices located at [Client Address] \_\_\_\_\_, on the following terms and conditions:

#### 1. AGREEMENT OVERVIEW

Provider provides its proprietary application known as AssetMAXX (“Software”) and associated services to support customers at either its data center located at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 or a third party data center (“Data Center”). This Agreement describes the services to be provided by Provider and the respective responsibilities of the parties. This Agreement incorporates the following Attachments, which are hereby incorporated by reference and shall be considered an integral part of this Agreement:

- Attachment 1 Scope of Services
- Attachment 2 Fee Schedule

#### 2. SERVICES

Provider will perform the services (“Services”) as described in the Scope of Services, set forth in Attachment 1. The general scope of services addressed by this Agreement includes the operation, maintenance and support of the Customer’s Database for the Software provided under this Agreement. The Services specifically exclude operation and maintenance of the following:

- Customer hardware, including without limitation, Customer’s servers, printers, network hardware (including routers and switches) and other computing equipment located at the Customer site;
- Customer licensed software other than noted in the Scope of Services; and
- Customer Local Area Networks (“LAN”).

#### 3. TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for one year (“Initial Term”) unless terminated earlier as set forth below. This Agreement shall renew on the anniversary of the Effective Date unless otherwise terminated by the Customer or Provider in writing prior to the renewal date (“Renewal Term”). If not terminated prior to the start of the Renewal Term, Customer owes Provider for the entire Renewal Term.

#### 4. FEES AND PAYMENT

4.1. Customer shall pay Provider the applicable fees as set forth in the Fee Schedule, Attachment 2.

4.2. Provider shall invoice Customer upon the later of (i) signature of this Agreement, (ii) installation of Customer data, or (iii) annually on the anniversary of the Effective Date for any renewal. The invoice will include one line item reflecting the total amount of the 12-month agreement based on the number of user accounts ordered at inception. Additional monthly invoices will be sent to Customer for any additional user accounts created the previous month, as well as for any additional data conversion, training, or other related costs ordered by the Customer. All invoiced fees shall be due and payable within 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, and shall be sent to Provider’s address set forth on the signature page of the Agreement. Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum, or the maximum rate permitted by law, if lower.

- 4.3. Provider reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer fails to timely pay any invoice and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service 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 Provider to exercise any and all rights and remedies provided herein. Upon termination of this Agreement for any reason except a material breach by Provider, Customer will be obligated to pay the balance due on in accordance with Attachment 2 within thirty days of invoice date. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make payments due under the Agreement pending the resolution of the dispute.

5. **RESPONSIBILITIES**

Provider's responsibilities are set forth in the Scope of Services, Attachment 1. The Customer is responsible for:

- A. Assigning a primary and alternate customer representative to coordinate all communications and activities related to Provider services.
- B. Providing user identification data and determining the appropriate security profile for each user.
- C. All on-site printing. No print job will print at the Data Center. All physical printing requirements will be the responsibility of the Customer.
- D. The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- E. Installation, operation and maintenance of Customer's LAN, existing data communications configuration, hardware, or software at the Customer's site except as otherwise stipulated in the Scope of Services. This is defined as all lines, switches and routers from the Customer site up to the Provider's site.
- F. User/site-based administrative tasks (e.g., *ad hoc* report generation, creation and printing).
- G. Testing updates and fixes applied by Provider to applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes in the test environment and confirm testing results with Provider prior to their introduction to the production environment within a mutually agreed upon time frame.
- H. Testing upgrades. Upgrades will be moved to production by the Provider at the end of the Customer testing period unless specific problems are documented in writing to Provider.
- I. Although a Help Desk is available to support and assist Customer in diagnosing and resolving connectivity problems of all types, it is Customer's responsibility to diligently analyze suspected problems at the Customer location to determine their specific nature and possible causes before calling the Provider for assistance. Notwithstanding this diligence requirement, Customer is responsible for reporting of problems and Customer analysis of same to Provider in a complete and timely manner.

6. **OWNERSHIP OF DATA**

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Provider in providing Services under the Agreement. Provider shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, Customer may obtain a copy of Customer's data files, as they exist at the date of expiration or termination pursuant Attachment 1 "Obligations Upon Termination of Contract".

7. **WARRANTY DISCLAIMER/LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. PROVIDER SHALL NOT BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST REVENUES OR PROFITS, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER HEREBY AGREES THAT PROVIDER'S TOTAL LIABILITY FOR ANY AND ALL LIABILITIES CLAIMS, OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED FEES PAID TO PROVIDER DURING THE PREVIOUS 12-MONTH PERIOD. THE PARTIES ACKNOWLEDGE AND AGREE TO THE FOREGOING LIABILITY RISK ALLOCATION.

8. **TERMINATION FOR DEFAULT**

8.1 Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; 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 90 days or makes an assignment for the benefit of creditors.

8.2 Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Contractor in full for all goods and/or services provided to, and accepted by, Customer under this Agreement and/or any task order hereto within 30 days of the invoice date.

9. **NOTICES**

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile 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. Provider's initial notice address is set forth in the signature block below. The Customer's initial notice address is as follows:

Name:  
Client:  
Address:  
City State Zip:  
Tel. No.  
Fax No.

10. **NON-WAIVER OF RIGHTS**

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

11. **RIGHTS AND REMEDIES NOT EXCLUSIVE**

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

12. **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.

13. **ASSIGNMENT**

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by either party without the prior written approval of Provider, which approval may not be unreasonably withheld, delayed or denied.

14. **GOVERNING LAW; VENUE**

The Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law principles. Subject to Section 16 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 County of Delaware, Pennsylvania. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

15. **INTERPRETATION**

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

16. **DISPUTES**

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or 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. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the County of Delaware, Commonwealth of Pennsylvania. 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.

17. **MULTIPLE COPIES OF COUNTERPARTS OF AGREEMENT**

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

18. **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.

19. **RELATIONSHIP OF PARTIES**

Contractor is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

20. **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.

21. **WAIVER OR MODIFICATION**

No provision of the Agreement may be waived or modified unless in writing specifically referencing this Agreement and signed by representatives of both parties against whom enforcement of the purported modification or waiver is sought. 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.

22. **ENTIRE AGREEMENT; CONFLICTING PROVISIONS**

The Agreement and any attachments thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purchase, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

23. **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

24. **SURVIVAL**

The provisions of sections 4, 6, 7, 14, 16 and 22 shall survive the termination or expiration of this Agreement.



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.

**Signatures**

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

**“Provider”**  
**AssetWorks LLC**

**“Customer”**  
**[Client Name]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date:

Date: \_\_\_\_\_

Michael B. Borello  
Division Vice President  
168 Industry Drive  
Pittsburgh, PA 15275  
Telephone: 412.809.0600  
Fax: 412.809.0777

Contact:  
Title:  
Address:  
City, State, Zip:  
Telephone:  
Fax:

### Attachment 1 - Scope of Services

The services, functions, processes and activities described below will be collectively described as the "Services" for purposes of this Agreement. All Services will be provided by the Provider to the Customer.

**1. Application**

Application refers to the Software known as AssetMAXX. The Application for purposes of this Agreement also include the operating system, utilities, scheduled batch cycles, database software and all necessary licenses required to successfully and adequately operate the Software in accordance with this Agreement.

**2. Hardware**

The Application will be hosted on Provider supplied servers in the Data Center. If required and requested by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center and Disaster Recovery Center site), communication line and services for connection from Customer's site to the Data Center and Disaster Recovery Center.

**3. Database Instances**

A single Production Database instance will be maintained for Customer. This Production Database will provide the daily, real-time transaction data to the registered Users.

**4. 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, seven days a week except for previously approved and Scheduled Maintenance. The Provider will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the Provider's side of the router resident at the Provider's Data Center, nor will these hours of unavailability be counted as unavailable for purposes of the Service Level.

**5. Availability**

If the Application is available less than 95% of all "Available Hours" in the calendar quarter, Customer may at its option terminate this Agreement and Provider will waive the Service Termination Fee identified in Section 5 of Attachment 2. Scheduled Maintenance hours will not count as unavailable hours. "Available Hours" means the product of the number of days in the quarter times 1440 minutes, less Scheduled Maintenance. Should the Customer identify an instance of non-compliance related to availability, the Customer will deliver written notification to the Provider. Upon notification by the Customer of Contractual Non-Compliance, the Provider will research the problem and respond to the Customer by the next business day.

**6. Help Desk Operations**

Provider will maintain a Help Desk to receive Customer calls to report, log and resolve any problems with the Services identified by the Customer.

Customer will be allowed unlimited calls to the Help Desk as long as Customer remains in compliance with all contractual commitments between Customer and Provider.

While the Application will be available to the Customer on Holidays, the Help Desk will operate on an "after Business Hours" schedule on Holidays. Provider currently recognizes the following Holidays:

New Years Day	Memorial Day	Columbus Day	Boxing Day
Martin Luther King Day	Fourth of July	Thanksgiving Day	
Presidents Day	Labor Day	Christmas Day	

Additional Holidays may be added upon prior written notice to Customer.

- 6.1 **Help Desk Inquiry Settlement** - Customer inquiries to the help desk will be settled in a timely manner. Help desk personnel will attempt to resolve the inquiries themselves. In more complicated cases, the inquiry may be settled by escalating a task to the engineering team or a Data Center specialist. Provider will track the average time that is needed to resolve a help desk incident.
- 6.2 **Scheduled Communication** - Regularly scheduled Provider communications with the Customer will be performed in a timely manner. The list of regular communications will be mutually determined. These may include, but are not limited to, newsletters and issue updates.
- 6.3 **Communication On Request** – Ad-hoc requests for information by the Customer will be handled in a timely manner based on the timing commitment made by Provider in each case. The delivery times for ad-hoc communications will be estimated by Provider as they are requested, based on their criticality and the length of preparation time required.
- 6.4 **Data Center Announcements** – Provider will notify the designated Customer representative by email of anticipated changes in the system availability with as much advance notice as possible.
- 6.5 **Feedback** – Provider will conduct periodic surveys of key customer contracts to assess general Customer perceptions of the level of service being provided. Surveys will be formatted to support Service Level Objectives.

Notwithstanding the foregoing, the Provider shall not be responsible for the maintenance, accuracy or completeness of the Customer data except as set forth herein.

7. ***Backup Retention***

Backups will be made daily in three (3) month increments. After 90 days, a new cycle will begin and the existing backups will be overwritten.

8. ***Maintenance***

The Provider will complete Scheduled Maintenance of the Application on a weekly basis. This Scheduled Maintenance will consist of downtime of the Application mutually agreed upon by the Customer and the Provider. Scheduled Maintenance will include database reorganization and any other weekly requirements that allow the Application to successfully and adequately operate.

If the Provider is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the Provider will mutually agree on the downtime, which will then be considered Approved Maintenance.

9. ***Data Recovery***

In the event of a loss of data because of a failure of Provider or Data Center, the databases will be successfully restored as quickly as possible.

10. ***Obligations Upon Termination of Contract***

- 10.1 **Customer's Obligations Upon Termination or Expiration** Upon termination or expiration for any reason, all rights granted hereunder to the Customer shall forthwith terminate, and:

- (a) Customer shall immediately and permanently cease to use the Application and Services in any manner whatsoever except as reasonable required to obtain its data,
- (b) Customer shall make all payments due. If Customer fails to give notice of termination before the start of any renewal period, Customer owes Provider for the entire renewal period.

10.2 **Provider's Obligations Upon Termination or Expiration** Upon termination or expiration for any reason, all rights granted by Customer hereunder to the Provider shall forthwith terminate, and:

- (a) Provider shall immediately and permanently cease to use, in any manner whatsoever, all of the Customer's Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the Customer including, without limitation, all signs, advertising materials, displays, stationary, forms and any other articles which display such proprietary marks,
- (b) Provider will allow Customer reasonable access to the Customer's Production Database, and any and all other databases, scripts, utilities or files maintained by Provider on behalf of Customer for Customer to obtain its data,
- (c) Provider will use commercially reasonable efforts to assist Customer in affecting a smooth transition of the Application and Services to Customer or any other vendor chosen by Customer, and
- (d) Provider, when directed by Customer to do so, will delete all of Customer's data in Provider's possession from any data storage media under control of the Provider. Unless otherwise agreed in writing, Provider shall have no obligation to retain the data for more than thirty (30) days after termination of the Agreement.

## Attachment 2 – Fee Schedule

1. **Start-up Fee**  
Provider shall charge Customer for any related startup requirements to account for any data conversion and hardware configuration time that might be required in establishing the Customer database. Any startup fees will be disclosed to the Customer in writing and will require written Customer authorization prior to executing this agreement. Startup fees are a one-time fee and are not applicable on an annual basis.
2. **Annual Service Fees**  
Access to Software will be made available to registered users at the following rates in the fees section. If additional users are desired, they can be added to the Agreement by contacting the Provider. The rates listed above will apply. Customer database will be monitored to ensure access is granted only to registered users.
3. **Special Service Fees**  
Fees for diagnostic/corrective action time when a problem is determined to be Customer-caused, and other fee-based service activities is as follows:
  - Onsite Support - \$150 per hour plus expenses; two-day minimum charge to account for required travel time
  - Remote Support - \$150 per hour
  - Onsite Training - \$2,000 per day plus expenses
4. **Fee Adjustments**  
The fees set forth herein shall remain in effect during the initial one (1) year term of the Agreement. Thereafter, Provider shall have the right to adjust its fees no more than once a year upon 30 days prior written notice to Customer.
5. **Early Termination**  
In the event that Customer elects to terminate Provider services other than at the expiration of a twelve-month period, no refund will be paid to Customer. Customer's data and active user logins will be available to Customer through the end of the applicable twelve-month period. If Customer does not terminate before the start of a renewal period, Customer will be obligated to pay Provider for the entire renewal period. If Customer does not timely pay a renewal invoice, Provider may suspend services and/or pursue payment and exercise what other rights and remedies available under this Agreement.
6. **Provider Fees For Data Export**  
In the event that Customer elects to terminate this Agreement and requests Provider assistance exporting the data, Provider will estimate the required effort and provide Customer with a quote for such requested assistance. The Software does have export capabilities which can be performed by Customer without assistance; accordingly, Customer is not required to request Provider assistance.
7. **Travel, Meals and Lodging**  
In addition to the fees set forth above, Customer shall reimburse Provider for airfares, meals, ground transportation and other reasonable living expenses incurred by Provider in support of the Agreement during provision of support services at the Customer site.



# Response to Request for Proposal

Asset Management Solution

Date: March 30, 2017

Organization: **Magnolia Public Schools**

Sales Executive: Lon Mackey

Telephone: +1 978-764-2970

E-mail: [Lon.Mackey@InvGate.com](mailto:Lon.Mackey@InvGate.com)

March 30, 2017

Mr. Rasul Monoshev, IT Director  
Magnolia Public Schools  
250 East 1<sup>st</sup> Street, Suite 1500  
Los Angeles, CA 90012

Dear Mr. Monoshev,

InvGate Software is pleased to respond to your Request for Proposal for the Asset Management Solution, due March 30, 2017. We really appreciate the opportunity to do business with the Magnolia Public Schools (MPS).

As a leader in the IT Asset Management and Service Desk areas, InvGate has helped both public and private organizations solve many of the challenges associated with supporting large, distributed computer and software estates. We also offer very flexible and competitive license and support models to assist with what can be one of the highest cost group of assets to maintain.

The package we have put together to support MPS in achieving its goal of better tracking and management of its IT assets includes our flagship Asset and Service Desk systems, along with inventory agents sufficient to cover the entire computer population. These user-friendly applications will allow the School to customize many of the forms and reports, as well as processes throughout, which over time will result in a system that will have the power and capabilities of systems at ten times the cost.

For barcode tagging and initial inventory, we will work with a local partner, The Inventory Specialists, located in Granada Hills, CA. The Inventory Specialists are one of the premier school inventory and barcode service providers in L.A. County, with a further specialization in K-12 environments. They will also be involved in any planning and discovery calls that InvGate holds with MPS.

We look forward to answering any questions that MPS has on this proposal or anything else related to our services.

Thanks again for the opportunity to participate.

Sincerely,

Lon Mackey

Director, US Public Sector and Partner Sales  
978-764-2970  
[Lon.mackey@invgate.com](mailto:Lon.mackey@invgate.com)  
[www.invgate.com](http://www.invgate.com)



# Scope

## Included in this Proposal:

### Implementation

- Assistance with installation of the application; 1 Server-side, 7,000 clients
- Assistance with agent (client) push installation (Windows PCs, Macs, Laptops)
- Assistance with asset templates (iPads, Chromebooks)
- Product Maintenance
- Training on the Asset Management tool, its use and generation of reports.
- Log-in to Cloud-based Service Desk for 11 Concurrent Users (for query and reporting)

### Maintenance

- Technical Support:** Clients are provided unlimited access to our Web Support Portal, Telephone Support and Self Service Knowledge Base to access documentation, request assistance and for problem reporting during the license period.
- Software Upgrades:** The maintenance service includes version updates that are released to the market during the license period. It should be noted that migration to new versions is not mandatory

### License Structure

- InvGate Service Desk is licensed by quantity of Technicians / Profiles responsible for resolving tickets, without limit on the amount of end users.
- InvGate Asset Management is licensed by quantity of Workstations / Servers (nodes) that are within the network to be managed and analyzed. Only Windows and Mac desktops and laptops are charged for; other platforms (iOS, Chromebooks) that are entered into the system through import or manual entry are not charged for, which may reduce the cost of the application
- Annual licenses are sold on an annual basis.
- Perpetual Licenses include access to service, support and upgrades for 1 year after purchase, with access to these benefits in subsequent years available for the Annual Service Fee defined herein.



# Pricing

This proposal includes:

- Annual Licenses for **InvGate Assets**, 7,000 Asset Nodes in 11 locations; 11 Concurrent Users
- All Upgrades and Technical Support
- InvGate Service Desk Cloud Portal
- Asset Barcode Tagging with Inventory Collection
- Upgrade to full InvGate Service Desk functionality at no further cost

## Annual License – Inventory Software

Description	Unit Cost	Year One	Year Two
<b>InvGate Assets Manager: 7000 Nodes @ \$1.00/Node</b>	\$ 1.00	\$ 7,000.	\$ 7,000.
Asset / Network Discovery, Remote Control, Financials		Included	Included
Software Management, Metering, Watch Lists, Alerts		Included	Included
<b>InvGate Service Desk Cloud Portal: 11 Concurrent Users</b>	\$ 350.	\$ 3,850.	\$ 3,850.
Cloud, Web UI, Service Desk Ticketing		Included	Included
<b>Professional Services: Implementation (2 days)</b>	\$ 1,400.	\$ 2,800.	\$ 0
<b>TOTAL</b>		\$ 13,650.	\$ 10,850.

## Barcode, Inventory Services

Description	Year One	Year Two
<b>Barcode Asset Tagging: 7,000 nodes, 11 locations @ 2.25/node</b>	\$ 15,750.	\$ 0
Travel, labor, asset collection	Included	Included
<b>Unlimited Technical Support</b>	\$ 0	\$ 0
<b>TOTAL</b>	\$ 15,750.	\$ 0

## Totals

Description	Year One	Year Two
<b>Item 1: Cloud Based Asset Management Software</b>	\$ 13,650.	\$ 0
<b>Item 2: Tagging and Labeling Service</b> 7,000 assets, 11 locations	\$ 15,750.	0
<b>TOTAL</b>	\$ 29,400.	\$ 10,850.

## Offer expiration and payment requirements

**This offer expires 30-JUNE-2017.** The implementation of the product will be coordinated once the Purchase Order has been received, and payment must be completed within 30 days of the receipt of said purchase order.

For further questions or to coordinate implementation, please contact:

**Sales Executive:** Shiraz Hemani **Telephone:** +1 813-468-0572 **Email:** Shiraz.Hemani@InvGate.com



### Assets (Includes)

- IT Inventory
- IT Network Discovery
- IT Remote Desktop
- IT Software Deployment
- IT Software Metering
- IT Financials & Lifecycle
- IT Advanced Report
- IT Licensing Management
- IT Change Management
- Endpoint Security
- Customized Reports
- 100% Web-based interface

# Asset Management

Powerful web-based software to control, maintain, and efficiently manage your IT infrastructure.

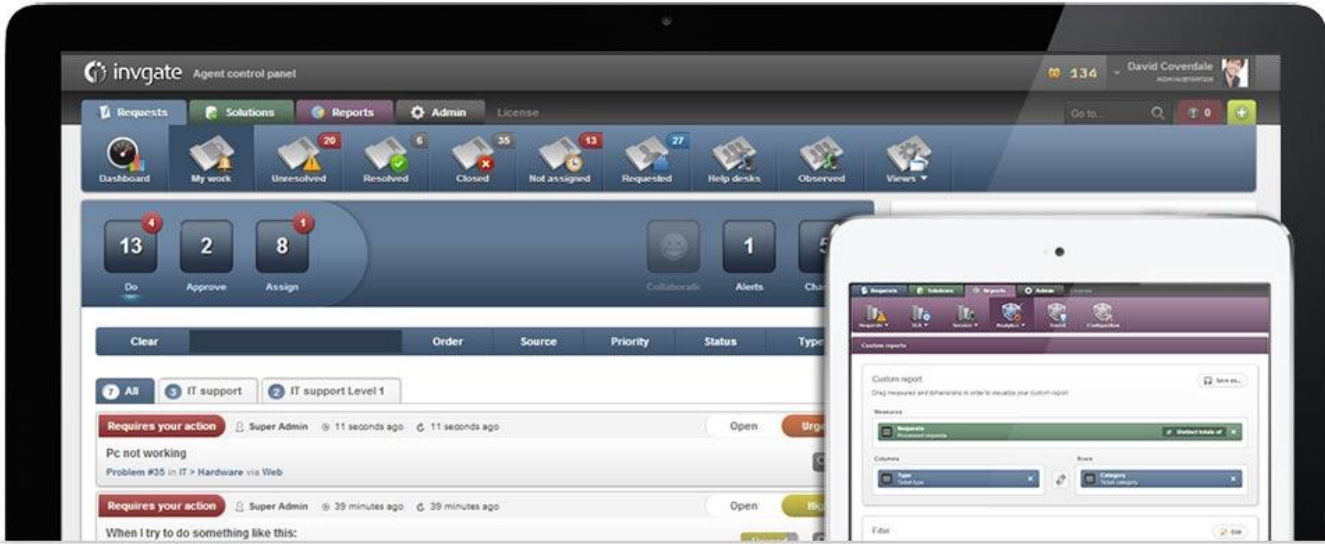
InvGate Asset Management is a solution designed to guarantee the total control of your IT infrastructure from a single administration console. Thanks to **InvGate** your IT Administrators, Management, and Executives will have a 360° view of your technology platform.

Its “Drill Down” design and powerful report generator converts InvGate Asset Management into a “Business Intelligence” platform for your IT infrastructure.

The “All In One” format of **InvGate** permits the centralized and intuitive management of your IT Assets, licenses, CMDB, change control, alarm notifications, financial information, calculation of depreciation, management of guarantees, administration of groups, control of software installed within your network, and much more.

- ✓ Automatic Inventory, including detailed information on hardware, software, and additional devices installed in each workstation.
- ✓ Change Control. Notifications and Alarms
- ✓ Financial information and calculation of depreciation
- ✓ Management and allocation of licenses
- ✓ Update to date reports for Hardware and Software (White list /Black list) Licensing, Networks, etc.
- ✓ Custom Report Generator
- ✓ Historical Information regarding IT assets
- ✓ Dashboard of Alarms
- ✓ 100% web interface





## Service Desk (Includes)

- Ticketing
- Business Analytics
- Work Flows
- Knowledge Base
- Self Service
- SLA
- Customized Reports and Forms
- Multi-department support
- Breaking News
- Time Tracking
- Email Integration
- Incident Administration and Monitoring
- Dashboards
- Triggers (Automatic Actions)
- Multilingual Support
- Mobile Access
- 100% Web-based interface
- Gamification

# Service Desk

Intuitive web-based software to manage, analyze, and automate your support services.

InvGate Service Desk was created with the purpose of centralizing the interaction between IT or Support Services and their end users. More than simply intuitive and powerful Help Desk Software, its unique design and intelligent processes guarantee straightforward and total control of service within your organization from a single console.

InvGate Service Desk is a hub that facilitates the management of support requests for everything from IT to Human Resources. It allows you to document standard processes for requests and implement them automatically when needed. The drill-down design, social networking format and advanced reports make InvGate Service Desk a modern, streamlined, but truly powerful Business Intelligence Solution.

As you would expect, Service Desk allows you to manage ad hoc requests for unique or unexpected situations like regular help desk software. Its ticketing system allows you to simply and intuitively respond to issues as they present themselves and to develop rapid and precise solutions that that proactivity meet your client's needs.

Based on ITIL best practices, Service Desk offers the latest thinking in Service Management to provide a robust and comprehensive solution for modern service support.

Its combination of advanced design, processes, and functionality gives InvGate Service Desk the ability to improve your efficiency, reduce workload for support teams, and significantly streamline service levels.

**InvGate Services Desk: Take Your Support to the Next Level**



## INVGATE INC. U.S. CORPORATE DATA

**CORPORATE ADDRESS:** 1714 Stockton Street 3rd floor #270  
San Francisco, CA 94133  
USA

**FEDERAL TAX ID (TIN):** 99-0378110

**DUNS NUMBER:** 079869542

**CAGE CODE:** 7E8Z0

### **DOMESTIC / INTERNATIONAL WIRE TRANSFER / ACH:**

**BANK:** SIL VLY BK SJ  
(SILICON VALLEY BANK)

**BANK ADDRESS:** 3003 TASMAN DRIVE  
SANTA CLARA, CA 95054  
USA

**ROUTING & TRANSIT #** 121140399

**CREDIT ACCOUNT #:** 3301333469

**SWIFT CODE:** SVBKUS6S

**FOR CREDIT TO:** Invgate Inc.

### **CHECKS:**

**PAYABLE TO:** Invgate Inc. (For Deposit only to Invgate Inc.)

1714 Stockton Street 3rd floor #270  
San Francisco, CA 94133

# One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize InvGate Inc. to make a one time debit to your credit card listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

---

**Please complete the information below:**

I, \_\_\_\_\_, authorize InvGate Inc. to charge my credit card account indicated  
(full name)

below for \_\_\_\_\_ on or after \_\_\_\_\_.  
(amount) (date)

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State \_\_\_\_\_

Email \_\_\_\_\_

Zip Code \_\_\_\_\_

Account Type:	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> AMEX
Cardholder Name	_____		
Account Number	_____		
Expiration Date	_____		
CVV / Security Code	_____		

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

For further questions or to coordinate implementation, please contact:

**Sales Executive:** Shiraz Hemani **Telephone:** +1 813-468-0572 **Email:** Shiraz.Hemani@InvGate.com

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>1714 Stockton St., 3rd Floor #270</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>San Francisco, CA 94133</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>OR</b>									
<b>Employer identification number</b>									
9	9	-	0	3	7	8	1	1	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Terry Siddall</i>	Date ▶ 1-January-2016
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



12007 Research Boulevard  
Suite 103  
Austin, Texas 78759  
office: 800-749-5086  
fax: 512-749-5086  
[www.hayessoft.com](http://www.hayessoft.com)

Re: Request for Proposal, MPS Asset Management Solution

March 24, 2017

Dear Rasul Monoshev,

Hayes Software Systems prides itself as the leading asset management solution in the country, counting district-wide deployments in 32 of the largest 100 districts in the U.S. It is after much thought and with great regret that we will not be able to respond to this RFP. This is based on a number of different factors:

- Hayes Software Systems is not the low-cost provider, and given the high weighting on price for this RFP, our alignment on this would be compromised.
- We would like the opportunity to ask additional questions of MPS that would allow us to make more targeted recommendations for the deployment of your asset management solution and physical inventory services. Given the RFP's brevity, we are not able to generate an accurate and comprehensive proposal for an asset management solution for MPS.

Our sincere hope is for MPS to recognize Hayes as the leader in this space, and allow for a period of questioning and/or delay the due date for this RFP to provide additional clarity regarding the district's expectations. If a new RFP is released, we would certainly respond and would look forward to the opportunity to prove our contention that we are the best solution for Magnolia Public Schools.

Sincerely,

A handwritten signature in blue ink, appearing to read 'KBurroughs', written in a cursive style.

Kristin Burroughs

National Account Manager  
800-749-5086  
[kburroughs@hayessoft.com](mailto:kburroughs@hayessoft.com)  
Hayes Software Systems





# Annual Subscription Quote

Asset Panda, LLC  
3001 Dallas Parkway, Ste. 590  
Frisco, TX 75034



Date: 03/28/2017  
Account Manager: Andy Rousos  
Phone: 469-573-2592  
[Andy@AssetPanda.com](mailto:Andy@AssetPanda.com)

- \*One Year Pricing Includes 10% Discount
- \*Two Year Pricing Includes 20% Discount
- \*Three Year Pricing Includes 30% Discount

Item	Notes	Total
One Year Subscription for 8,000 Assets	10% Annual Recurring Discount	\$6,649.51
Two Year Subscription for 8,000 Assets	20% Annual Recurring Discount	\$11,821.34
Three Year Subscription for 8,000 Assets	30% Annual Recurring Discount	\$15,515.51
Active Directory Integration	Annual Recurring Service	N/A
<b>Total:</b>		<b>TBD</b>

Subscription must be paid in full, upfront, to receive multi-year discount. Subscription includes **unlimited users and full implementation**. Additional assets can be added at any time at a pro-rated cost. Support via phone, email & chat included at no additional cost. Available business days, Monday – Friday , 8:30 – 5:30 CST.

### Scope of work related to implementation

1. Customer provides to Asset Panda with data files to upload (if applicable)
2. Asset Panda will upload the data into customer's Asset Panda account and configure the system upon the extent of existing capabilities. This configuration will be based on the information provided to best meet the customer's needs and requirements. This will include:
  - a. Creation of appropriate custom fields and categories
  - b. Creation of appropriate pull down menus
  - c. Creation of user database and permissions.
3. Asset Panda will provide demonstration of configured system to customer and one user training session.

Tax will be applied for Texas customers only

The information contained in this quotation (and any files transmitted with it) is considered confidential. It is intended only for the use of the individual(s) or entity named above.

# A SMARTER WAY TO **TRACK & MANAGE** EDUCATIONAL ASSETS



## **ANYTIME, ANYWHERE ASSET TRACKING FOR EDUCATORS**

Asset Panda's highly configurable Asset Management Platform (AMP) makes it simple to inventory and manage your school's assets. We organize everything from computers and calculators to books and classroom supplies, and give you access to real-time information about these assets.

### **FOCUS ON TEACHING, NOT TRACKING**

Asset Panda makes tracking, managing, and supporting educational assets stress-free and uncomplicated, working the way you do to make previously tedious tasks easier than ever.

### **NO EXTRA HARDWARE REQUIRED**

Manage assets by scanning barcodes or QR codes through the free Asset Panda mobile app; no additional hardware needed. Configure any data field and quickly access information about your assets from anywhere.

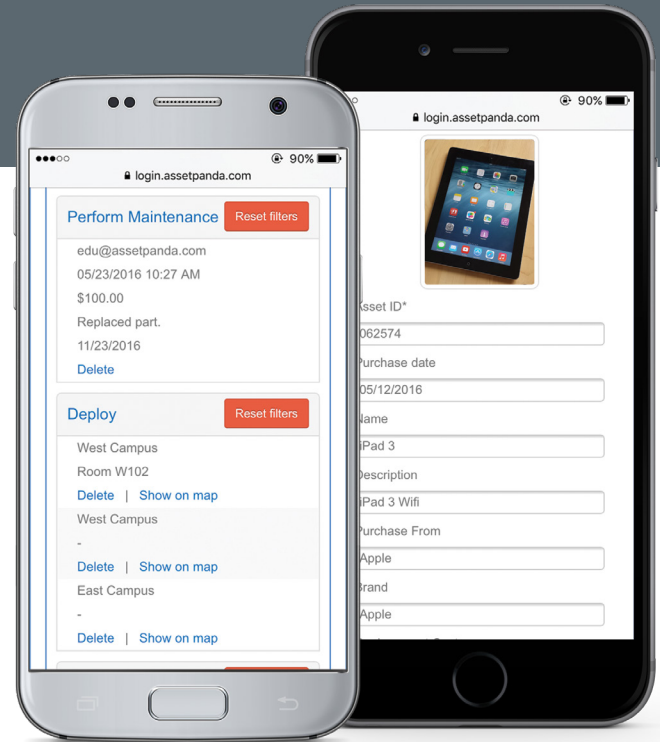
Help your educational teams work smarter,  
and make their important jobs a little easier in the process.

For more information about how Asset Panda can benefit your school or district, request a **FREE GUIDED TRIAL** or contact one of our AMP Specialists at **(855) 898-6058**.



# KEY FEATURES & BENEFITS

- ✓ **A COMPLETE ASSET MANAGEMENT PLATFORM**  
Tracks everything, even student-issued and grant-funded assets.
- ✓ **CUSTOM WORK FLOW**  
Works the way you do. Configured to fit your unique needs today and as your needs change.
- ✓ **ACCOUNTABILITY/TRANSPARENCY**  
Customizable alerts, electronic signatures, and auditing features increase accountability.
- ✓ **CHECK IN/CHECK OUT**  
Quickly know who is in possession of your assets, their location, and when to expect their return.
- ✓ **CUSTOM REPORTING**  
Makes data relevant and contextual. Organize data by location, category, or any number of configurable fields. All reports can be automated.
- ✓ **HELP DESK/TICKETING**  
Streamline support and maintenance services with the Enterprise Service Desk Module.
- ✓ **MAINTENANCE/COST TRACKING**  
View asset history, stay current on maintenance, and easily document support records.
- ✓ **UNLIMITED USERS**  
Comprehensive database of high quality, real-time, up-to-date information that allows you to know everything there is to know about your assets.



- ✓ **FREE MOBILE APP WITH ADVANCED BARCODE SCANNING TECHNOLOGY**  
Works on devices your team is familiar with and already using. No additional hardware needed. Syncs with your cloud account.
- ✓ **ONGOING U.S.-BASED CUSTOMER SERVICE**  
Solve problems quickly and efficiently with friendly, results-focused customer service.
- ✓ **QUICKLY INTEGRATE WITH LEGACY SYSTEMS**  
Seamlessly imports data from existing spreadsheets and back to Excel, if needed.

Help your educational teams work smarter, and make their important jobs a little easier in the process.

For more information about how Asset Panda can benefit your school or district, request a **FREE GUIDED TRIAL** or contact one of our AMP Specialists at **(855) 898-6058**.



# Implementation & Set-Up

Our implementation & set-up team guarantees a successful use of the Asset Panda asset tracking system throughout the life of your account. Customers who had taken advantage of our smart Implementation team, find that they utilize the system in more ways than initially anticipated.

Here's what to expect with our awesome implementation experts:

## Kick-off Call

Step 1

After joining Team Panda, you will work hand in hand with a dedicated implementation expert. They will collect your data, learn your use case and create the roadmap for your success with Asset Panda!



## Walk-Through

Step 3

Once we have the software built to your specifications, we will walk you through your new asset tracking system. We want to make sure that you understand and know the ins and outs of using the software so you are an Asset Panda Pro from day one!

All tutorials are conducted online via screenshare. Our team will walk you through your new build-out and make sure you are completely comfortable.



### Work Smarter.

Asset Panda is a flexible Tracking and Management Platform, accessible online or through our free mobile app. Our intuitive interface makes it easy to work from anywhere, on devices you're already using.

Step 2

## Build-out



Our experts will customize and configure the software to fit your needs!

The more our experts investigate about what you want, the more they can make the system streamlined to fit your needs. We build based on our conversations— even feature requests\*!

\*we submit these to our developers and see if we can make it happen!

Step 4

## Tutorial



Need more than one tutorial? We'd be happy to accommodate that. Just let us know and we can schedule another one with additional team members.

Step 5

## And we're LIVE!



You and your implementation expert will have a handoff call to finalize any details before you go live with your brand new, customized asset management solution!

For any questions about this process or the software, please feel free to reach your designated Account Manager or [sales@assetpanda.com](mailto:sales@assetpanda.com). Reach our Implementation Experts at [support@assetpanda.com](mailto:support@assetpanda.com).

