

**YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701**

COMMODITIES SERVICES CONTRACT

CONTRACT NUMBER 618197

THIS CONTRACT, made the ____ day of _____, 2016

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

BARCODING, INC., a corporation having an office and principal place of business at 2220 Boston Street, Baltimore, MD 21231, Federal ID No. 52-2123383 (the "Contractor").

W I T N E S S E T H

WHEREAS, the City desires to obtain fixed asset and inventory management services including software for the School District of Yonkers Department of Finance; and

WHEREAS, the Contractor desires to provide such services for the compensation and on the terms herein provided;

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this Contract are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

FIRST: The Contractor shall Provide fixed asset and inventory management services including software, (the “Work”) on an ‘as needed’ basis as more fully described in its proposal dated March 9, 2016, which is attached hereto and made a part hereof as **Schedule “A”**. The services shall conform in all respects with the School District’s Request for Proposals/Bid, entitled “RFP-325 Fixed Asset Tracking”, due March 9, 2016, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Commissioner of Finance (the “Commissioner”).

SECOND: The term of this Contract shall commence May 1, 2016 and terminate on April 30, 2019. The School District shall have the sole option to extend for two (2) additional 12-month periods at the rates specified in Schedule “B”. This contract shall remain in full force and effect for the period specified, unless extended by The School District or terminated as provided herein, subject to further approval of the Board of Education of the School District and City’s Board of Contract and Supply, if required.

Time limits provided in the Contract are of the essence. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the work within the period specified under the Contract in a satisfactory and proper manner, as determined by the School District, in accordance with current industry standards and trade practices.

THIRD: For the Work to be performed pursuant to Paragraph “FIRST,” the Contractor shall be paid an amount not to exceed FIVE HUNDRED FOUR THOUSAND FIVE HUNDRED AND THIRTY (\$504,530.00) DOLLARS for the initial three year term, May 1, 2016 through April 30, 2019, at the rate more fully described in **Schedule “A”** payable according to the terms described below. The compensation to be paid as described in Schedule “A” shall cover all professional time and costs unless otherwise stated. Except as otherwise expressly stated in this Contract, no payment shall be made by the School District to the

District to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

To receive payments for Work provided, Contractor shall submit monthly, itemized invoices in a form acceptable to the School District's Accounts Payable Department, which will be paid within 30 days of receipt subject to compliance with the terms hereof. The School District shall not issue final payment until satisfied that all Work outlined in the scope of work has been completed.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The School District shall retain the right, upon the release of any proposed School District, City and/or State budget and/or the adoption thereof or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s) or amendment, to conduct an analysis of the impacts of any such budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Contract or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Contractor, then this Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Contract. It is recognized and understood that even if specific additional charges are expressly permitted under this Contract; in no event shall total payment to this Contractor exceed the not-to-exceed amount set forth above, except with an authorized change order or amendment.

FOURTH: Changes or extra work, beyond services specified under the Contract, may be authorized only by a written change order or amendment executed by a duly authorized School District official, subject to all necessary legal approvals.

FIFTH: Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with Work, unless otherwise provided. If otherwise provided, the School District will issue an order to proceed in writing that will set forth the date upon which Work is to commence. All orders to proceed are subject to Contractor's compliance with the insurance requirements herein.

SIXTH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows: New York State Education Law; School District policies, practices and procedures; all labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings; Title VI of the Civil Rights Act of 1964 as amended and Title VII of the Civil Rights Act of 1968 as amended; and Americans with Disabilities Act.

SEVENTH: If the Contractor's Work is delayed by an act of the School District or by another contractor employed by the School District or by changes ordered by the School District in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by the School District, then the Contract time shall be extended by Change Order or Amendment for such reasonable time as the School District may determine.

EIGHTH: Failure of a contractor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchasing, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the School District within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the School District shall have the right to deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the School District reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

NINTH: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Director of Purchasing. Telephone orders placed directly with the Contractor by the ordering Department may ONLY be authorized by the Director of Purchasing only after execution of a Blanket Purchase Order.

TENTH: Unless otherwise stipulated by the Contractor as provided herein, the Contractor agrees that they will make available to all School District and City agencies and departments the unit prices they submitted in accordance with the bid terms and conditions, should any said department or agency wish to purchase under this Contract.

ELEVENTH: The Contractor shall be responsible for the materials or supplies covered by this Contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the School District, and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials and supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failures to do so within ten (10) days after date of notification, the School District may return the rejected materials or supplies to the Contractor at their risk and expense, or dispose of them as its own property.

TWELFTH: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the School District for such materials or supplies as are not in accordance with the specifications. All delivered goods shall be accepted subject to inspection and physical count.

THIRTEENTH: Deliveries will be accepted between 9:00 A.M. and 3:00 P.M. on weekdays only, exclusive of holidays, unless otherwise stated herein.

FOURTEENTH: All shipments and deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number,
- The Name of the Article and Stock Number (Manufacturer or Supplier),
- The Quantity Ordered,
- The Quantity Shipped,
- The Quantity Back Ordered,
- The Name of the Contractor.

Contractor is cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT GOODS.

FIFTEENTH: (a) The School District, upon five (5) days notice to the Contractor, may terminate this Contract in whole or in part when the School District deems it to be in its best interest. In such event, the Contractor shall be compensated and the School District shall be liable only for payment for services already rendered under this Contract prior to the effective date of termination at the rates specified in Schedule "B". Upon receipt of notice that the School District is terminating this Contract in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Corporation Counsel, and the Contractor shall direct any approved subcontractors to do the same.

The School District may, however, upon determining that Contractor's performance hereunder will endanger the public health or safety, terminate the contract immediately. Notwithstanding the above, the Contractor shall not be relieved of liability to the School District for damages sustained by the School District by virtue of any breach of the Contract by the Contractor and the School District may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the School District from the Contractor is determined.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event the School District determines that there has been a material breach by the Contractor of any of the terms of the Contract and such breach remains uncured for forty-

eight (48) hours after service on the Contractor of written notice thereof, the School District, in addition to any other right or remedy it might have, may terminate this Contract and the School District shall have the right, power and authority to complete the Work provided for in this Contract, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Contract shall be deemed a material breach of this Contract justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTEENTH: The Contractor agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the School District and City as additional insured (including without limitation, a waiver of subrogation), as more particularly provided and described in the Schedule entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Schedule "C." In addition to, and not in limitation of the foregoing, the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or City, the Contractor shall defend, indemnify and hold harmless the School District and the City, and their officers, employees, elected and appointed officials and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Contractor or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Contractor agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto; and

(c) to give immediate written notice to the School District as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Contract.

SEVENTEENTH: The Contractor represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Contractor independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services. The Contractor agrees to complete the Non-Collusive Bidding Certification attached hereto as Schedule "G," as part of this Contract.

EIGHTEENTH: Contractor shall maintain accurate records and accounts of services under this contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to the School District for payment. The School District may withhold payment for failure to comply with the foregoing.

NINETEENTH: The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer. The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Contract. The Contractor acknowledges and understands that the School District maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees and students by employees, students, administrators, supervisors, vendors, contractors, or others.

TWENTIETH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TWENTY-FIRST: It is the goal of the City and School District to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City and the School District. The Contractor agrees to complete the M/WBE questionnaire attached hereto as Schedule "D," as part of this Contract.

TWENTY-SECOND: All deliverables created under this Contract by the Contractor are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Contractor hereby assigns to the City all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the School District to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the School District, if required, in perfecting these rights. The Contractor shall provide the School District with at least one copy of each deliverable. Any software licenses that are duly paid for by the School District will remain in effect for the term of that license. Title and ownership of the software shall at all times remain with the Contractor subject only to licenses and rights granted to School District.

The Contractor agrees to indemnify and hold harmless the School District for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the School District's continued use of the deliverable, or to modify or replace it. If the School District determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Contract, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the School District. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Corporation Counsel. The School District shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the School District.

TWENTY-THIRD: The Contractor shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the School District. The Contractor shall not subcontract any part of the Work without the written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Contract without the prior express written consent of the School District is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Contractor that for the purposes of this Contract, all Work performed by a School District-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Contract. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Contract and shall attach a copy of the School District's contract with the Contractor. The Contractor shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the School District's contract, read it and is familiar with the material terms and conditions thereof. The Contractor shall include provisions in its subcontracts designed to ensure that the Contractor and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Contract. For each and every year for which this Contract continues, the Contractor shall submit to the Corporation Counsel a letter signed by the owner and/or chief executive officer of the Contractor or his/her duly authorized

representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Contract.

TWENTY-FOURTH: The Contractor and the School District agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-Contractors are independent contractors and not employees of the School District or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of the School District or any department, agency or unit thereof.

TWENTY-FIFTH: If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

TWENTY-SIXTH: Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.

TWENTY-SEVENTH: All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the School District:

Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701
Attn: Commissioner of Finance

with copies to:

Yonkers Public Schools
One Larkin Center
Yonkers, New York 10701
Attn: Law Department, 4th Floor

To the Contractor:

Barcoding, Inc.
2220 Boston Street
Baltimore, MD 21231
Attn: Shane Snyder - President

TWENTY-EIGHTH: This Contract and its schedules and attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

TWENTY-NINTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

THIRTIETH: The Contractor recognizes that this Contract does not grant the Contractor the exclusive right to perform the Work for the School District and that the School District may enter into similar agreements with other contractors on an “as needed” basis.

THIRTY-FIRST: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

THIRTY-SECOND: Pursuant to Article VI of the Code of Yonkers, no School District or City procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E” Certification Regarding Business Dealings with Northern Ireland. Therefore, the Contractor agrees, as part of this Contract, to complete the form attached hereto as Schedule “E”.

THIRTY-THIRD: As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). The Contractor shall complete Schedule “F”, an executed certificate of compliance with the Iran Divestment Act signed by the Contractor or one of its officers.

THIRTY-FOURTH: The Contractor shall use all reasonable means to avoid any conflict of interest with the City and/or School District and shall immediately notify the School District in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

THIRTY-FIFTH: This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Westchester in the State of New York.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

THIRTY-SIXTH: The Contractor represents that, it has completed and submitted with this Contract the Vendor Background Questionnaire. In the event that any information provided in the completed questionnaire changes during the term of this Contract, Contractor agrees to notify City in writing within ten (10) business days of such event. The Contractor shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the School District.

THIRTY-SEVENTH: The Contractor agrees to comply with the City's and the State of New York's civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

THIRTY-EIGHTH: The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the School District, the public, and any other persons as may be necessary and as may be required by the Director. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of School District, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

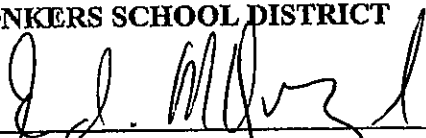

FORTIETH: In the event grant funding is provided hereunder, Contractor acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Contractor agrees to, and will cause any subcontractors or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Contractor further agrees to supply such information and reports as the City or School District may request. Contractor will prepare any necessary waiver requests. Contractor will, upon request, provide access to the City or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Contractor necessary to review Contractor's compliance.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Contractor hereby certifies that neither it, nor its subcontractor(s), are debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

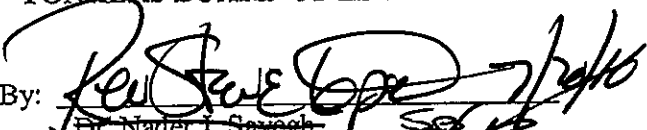
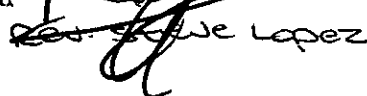
FORTY-FIRST: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF, The School District of Yonkers and the Contractor have caused this Contract to be executed.


YONKERS SCHOOL DISTRICT

By:  7/18/16
Dr. Edwin Quezada
Title: Superintendent 

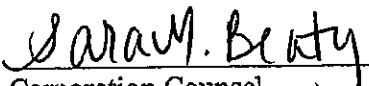
YONKERS BOARD OF EDUCATION

By:  7/20/16
Dr. Nader J. Sayegh
Title: President -- 

BARCODING, INC.

By: 
Jeffrey Gillis
Chief Financial Officer/COO

Approved as to form
and manner of execution


Corporation Counsel
School District of Yonkers

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:	April 21, 2016
DATE OF B.O.E.. APPROVAL:	April 20, 2016
PURCHASING CONTACT- BUYER:	Ed Dodge

**CERTIFICATE OF AUTHORITY
(CORPORATION)**

I, Jay Steinmetz
(Officer other than officer signing contract)

certify that I am the CEO of
(Title)

the Barcoding Inc
(Name of Corporation)

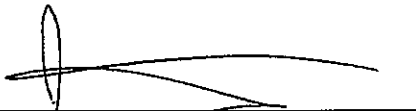
a corporation duly organized and in good standing under the Delaware
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing Contract; that

Jeffrey Gillis
(Person executing Contract)

who signed said Contract on behalf of the Barcoding Inc
(Name of Corporation)

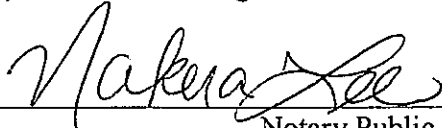
was, at the time of execution CFO
(Title of such person)

of the Corporation and that said Contract was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.


(Signature)

STATE OF Maryland)
) ss.:
CITY OF Baltimore)

On the 5 day of July in the year 2016 before me, the undersigned, a Notary Public in and for said State, Jay Steinmetz personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 2109 Carterdale Rd. Baltimore, MD 21209, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.


Notary Public

NAKERA LEE
Notary Public-Maryland
Baltimore City
My Commission Expires
November 12, 2019

SCHEDULE "A"
SCOPE OF SERVICES & COST

Be Efficient Accurate Connected™

Barcoding, Incorporated



4/8/2016

TITLE PAGE

THE CITY SCHOOL DISTRICT OF YONKERS, NEW
YORK
One Larkin Center – 3rd floor
Yonkers, NY 10701

Desmond Barnett
Chief Accountant
Desmond.Barnett@yonkersny.gov

Subject: Fixed Asset Inventory Tracking System and Services

Dear Desmond,

On behalf of the Barcoding Inc. Team we are pleased to present the updated pricing information requested by the City School District of Yonkers New York.

We are very excited about the potential opportunity to support the district.

Our team is confident we have the right experience, solution, and team to best meet the District's requirements and objectives. We feel our seasoned staff, extensive past performance, and dedication to customer support makes our team the lowest risk/highest reward perfect fit for this assignment!

If you have any questions, please feel free to contact any of our team member's day or night with anything at all!

Sincerely,

Rocky Pugliese
Enterprise Account Manager
Barcoding, Inc.

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1.0: UPDATED PRICING REQUEST YONKERS HOSTED

Fixed Asset Inventory Tracking System
And Related Services

Section III. COST PROPOSAL

Proposal Cost

1. Year One	184,480.00	Inventory: \$155,680.00, Software: \$28,800.00
2. Year Two	147,640.00	Inventory: \$140,740.00, Software: \$8,900.00
3. Year Three	154,710.00	Inventory: \$ 142,810.00, Software: \$8,900.00
Total Three Years	486,830.00	
	\$ _____	
4. Optional Year Four	149,710.00	Inventory: \$ 140,810.00, Software: \$8,900.00
5. Optional Year Five	149,710.00	Inventory: \$ 140,810.00, Software: \$8,900.00
Total Five Years	786,250.00	
	\$ _____	
Additional Software Cost	\$ TBD Based on Qty	
Additional Hardware Cost	\$ TBD Based on Qty	
<small>Note: Optional Group Controlled Furniture Inventory Annually \$500.00/Per Campus</small>		
Grand Total	\$ _____	

Vendor Name Barcoding Inc.

Address 2340 29th Street Astoria, NY 11105

Phone/Fax 410.385.8532 EXT 134

E-Mail Address rocky.pugliese@barcoding.com

Representative's Signature *Rocky Pugliese*

Title Enterprise Account Manager

Date April 8, 2016

Prices quoted in proposals must be held firm for the life of the potential contract.

2.0: UPDATED PRICING REQUEST E-ISG HOSTED

Fixed Asset Inventory Tracking System
And Related Services

Section III. COST PROPOSAL

Proposal Cost

1. Year One	191,980.00	Inventory: \$155,680.00, Software: \$36,300.00
2. Year Two	155,240.00	Inventory: \$140,740.00, Software: \$14,500.00
3. Year Three	157,310.00	Inventory: \$ 142,810.00, Software: \$14,500.00
Total Three Years	504,530.00	
	\$ <u>155,310.00</u>	Inventory: \$ 140,810.00, Software: \$14,500.00
4. Optional Year Four		
5. Optional Year Five	155,310.00	Inventory: \$ 140,810.00, Software: \$14,500.00
Total Five Years	\$ <u>815,150.00</u>	
Additional Software Cost	\$ <u>TBD Based on Qty</u>	
Additional Hardware Cost	\$ <u>TBD Based on Qty</u>	
*Note: Optional Group Controlled Furniture Inventory Annually \$500.00/Per Campus		
Grand Total	\$ _____	

Vendor Name Barcoding Inc.

Address 2340 29th Street Astoria, NY 11105

Phone/Fax 410.385.8532 EXT 134

E-Mail Address rocky.pugliese@barcoding.com

Representative's Signature 

Title Enterprise Account Manager

Date April 8, 2016

Prices quoted in proposals must be held firm for the life of the potential contract.

Section I. Overview, Purpose and Scope

Overview

The City of Yonkers/Yonkers Board of Education (The Board) is soliciting proposals from independent firms for its fixed assets and inventory management services for the period of three years with the option to extend for years four and five. Year one will begin May 2016 commencing with the fiscal period July 2015 to June 2016.

Purpose and Scope

The purpose of the engagement is to procure through an efficient and effective vendor with skills to: determine original cost and depreciation on the City/School District's capital assets as set forth by the capital asset reporting requirements of GASB Statement 34, to establish a property control tracking system utilizing barcode technology, and to provide current insurable values to be used for insurance reporting purposes.

Overall Objectives and Goals

A. Financial Reporting

The proposed fixed asset service shall generate and provide all financial reports emanating from the fixed asset system that complies with generally accepted accounting principles, GASB Statement #34, all relevant grant funding regulations, and additional specifications of the Yonkers Public Schools.

B. Accountability and Control

The proposed fixed asset service must include a fixed asset system that contains the functionality and reporting capabilities and capabilities sufficient to control the acquisitions and disposition of fixed assets, the in-City/School District movement of those fixed assets, and establish accountability for any loss or theft.

The successful vendor of this proposal will satisfy the following seven (7) major components (each of which is fully described in Section 3) with their project implementation and their system functionality

- 1) Fixed Asset Inventory System/Classification Recommendation.
- 2) Inventory Services.
- 3) Fixed Asset Management System.
- 4) Fixed Asset Valuation Accounting System.
- 5) Technical Support and Training.
- 6) Project Schedule.
- 7) Ability to continuously update in on-site database electronically.

Section II. Background, Services/Products Required, Qualifications

Background

Yonkers Public Schools

The Yonkers Public Schools is the fourth largest school district in New York State. The total student population K-12 is approximately 27,655 and the City/School District operates 29 elementary schools, 5 middle schools, 6 high schools and 6 ancillary sites. There are a total of 46 inventory locations throughout School District totaling 4,000,000 square feet of City/School District facilities.

The current annual budget is \$550,499,398 consolidated, and the City/School District employs over 3,325 full and part time employees.

Yonkers Public Schools Capital Asset Policy

The Yonkers Public School District maintains two different thresholds for its fixed asset inventory system. For GASB Statement #34 requirements, this threshold has been set at \$5,000 for accounting reporting purposes. For tracking, control and accountability, the fixed asset threshold is set at \$500.00 with the exception of sensitive items, regardless of price such as cameras, portable handheld radios, blackberries, cell phones, VCR/DVD, and musical instruments.

Yonkers Public Schools Capital Assets

At June 30, 2015 the School District had \$ 220,949,047 net of accumulated depreciation invested in a broad range of capital assets, including land, building and improvements and machinery and equipment. Capital assets, net of accumulated depreciation, are reflected below (\$5,000 threshold, using historical cost). Construction in progress at the end of June 30, 2015 amounted to \$34,589,520.

<u>Class</u>	<u>June 30, 2015</u>
Land	6,597,219
Buildings & Improvement	209,341,336
Machinery & Equipment	<u>5,010,492</u>
Total	\$ 220,949,047

As of June 30, 2015 the number of fixed asset inventory items tagged was approximately:

Tagged Assets: 36,308

The total inventory value (replacement cost) for items \$500 and above was \$1,032,650,193 which includes land, buildings, machinery and equipment.

Services/Products Required

The City/School District requires all of the following services/procedures to be provided:

A. Fixed Asset Inventory System/Classification Recommendation

The City/School District requires that the successful vendor provide a fixed asset inventory system, which conforms to the GASB Statement # 34 includes the classification, asset tagging process, and inventory policy and provide useable management information. This includes functionality that minimizes time spent accounting for capital assets while safeguarding all assets specified. **Particular emphasis is required on the processing the acquisitions, processing and tracking of disposals, transfers and the methodology used for periodic inventories performed by City/School District personnel.**

B. Inventory Service

Vendor will be required to perform an annual comprehensive inventory of all fixed assets. During the inventory process, all of the following information will be captured:

- Asset Number (barcode)
- Asset Group
- Serial Number
- Location
- Department
- Manufacturer
- Model
- Purchase Order Number
- Funding Source
- Date Placed Into Service
- Date Inventoried
- Date Transferred
- Date Disposed

All inventoried assets will be tagged. Vendor will recommend a tagging system and placement standards for the City/School District's consideration. Paper tags are unacceptable. Asset tags must include additional text: "Property of Yonkers Public Schools" and a readable location code supplied by the City/School District.

The Vendor will provide reasonable assurances that the inventory count performed is materially accurate and will include a copy of their quality control process with their response to this RFP.

C. Fixed Asset Valuation Accounting System

In conjunction with the valuation, the vendor will provide fixed asset accounting software compatible with the asset management software. This includes supplying all training, documentation, and continued software support. The basic functional requirements of this software are:

- Supports the calculation and reporting of straight-line depreciation and other used defined depreciation methods

Supports the calculation and reporting of various asset classes.

Provides complete audit trail online and hard copy.

Supports monthly closing with journal entries.

Fully integrated with and compatible with fixed asset management system software.

Supports fully a custom report writer user friendly.

D. Fixed Asset Management System

The vendor will provide an asset management system capable of maintaining all asset information specified. Included in this requirement will be the software installation and documentation, user training, procedural documents and manuals. The asset management system shall include hardware and software as specified below.

- **Hardware** The City/School District requires sufficient scanners, tags, etc., to enable The City/School District's personnel to affix tags, scan and update inventory as needed.
- **Software** The asset management system software must be accessible across a local area network to client running Windows 2000/XP. The system must also be a multi-user application able to run in a Windows 2003 network environment. The software should be compatible with current and future operating systems.

The software must provide independent capability for the City/School District's personnel to produce reports in any configuration or format desired at any given time.

There should be system security with various user access levels for Yonkers Public School staff.

E. Fixed Asset Valuation/Accounting System

For all capital assets identified during the inventory, the vendor will provide and calculate the following data:

- Replacement cost for all buildings, machinery and equipment using a \$500 acquisition threshold.
- Historical cost for all buildings, machinery and equipment using a \$5,000 acquisition threshold. These historical records shall be traceable to specific purchase orders/contracts and funding sources. In the absence of the above records, the vendor may supply an

estimated historical cost or fair market value with the supporting justification of the estimate.

F. Technical Support and Training

The City/School District requires ongoing technical support which includes but not limited to, product and software updates, training for City/School District personnel, an 1-800 Number Helpline, email contacts address etc. during the life of this contract.

G. Project Schedule

The City/School District expects to award a contract as soon as possible. The physical inventory, retagging and data collection will take place during the month of May / June 2016. For any items not located during the physical inventory, the contractor will do a second data collection during June / July 2016. Final fixed asset inventory reports and all accounting reports are expected no later than August 31, 2016. The City/School District will ensure that all current records and facilities are open and available to accomplish this time line. A vendor should supply information on the project team, overall project schedule, including weekly progress reports and a schedule of meetings must be included as part of the response to this RFP.

H. Update Database Electronically

The City/School District expects to be able to update and monitor the inventory database electronically.

Section III Qualifications and Response Requirements

The District requires that all responses to this solicitation contain all the following information:

- A. Company Name, Address, and Phone.
- B. Primary Contact Name, Address, Phone, Fax and email address.
- C. Federal Employer's Identification Number and State and Date of Incorporation.
- D. Evidence of General Liability, Workman's Compensation and Employee Bonding Insurance.
- E. List of Completed Projects of similar size and complexity including a project overview of each.
- F. List of References for Inventory Services including Name, Organization, Phone and e-mail address and company like size and number of fixed assets.
- G. List of References that are current users of Asset Management Software and Fixed Asset Accounting Software including Name, Organization, Phone and email address.

- H. Description of Quality Control Process used during the inventory phase.
- I. For each of the following, provide a description of the process used:
 - Asset Classifications
 - Inventory Service
 - Asset Valuation
 - Reconciliation
- J. Describe the warranty and technical support of hardware and Software products.
- K. Each potential contractor is to submit one original and six (6) copies of their proposal.
- L. Completion of Vendor Background Questionnaire.

SCHEDULE "B"

Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City/School District's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City/School District contracts, and in furtherance of Article VIII of Chapter 13 of The City/School District Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No
 Yes (as a MBE)
 Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 Yes
 No

6. Name of Firm/Business Enterprise: _____

Address: _____

Completed By (Print Name/Title): _____

Signature: _____

Barcoding Inc.
2220 Boston St.
Baltimore, MD 21231
Rocky Hughes, Ent. Acct. Mgr.
Rocky Hughes

SCHEDULE "C"
CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If The City/School District receives information that the Contractor is in violation of paragraph "A", The City/School District shall review such information and give the Contractor opportunity to respond. If The City/School District finds that such a violation has occurred, The City/School District may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, The City/School District may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to The City/School District the difference between the contract price for the uncompleted portion of this Agreement and the cost to The City/School

District of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what The City/School District would have paid the Contractor plus any reasonable costs The City/School District incurs in any new procurement and if this is a construction contract, The City/School District shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of The City/School District hereunder shall be in addition to, and not in lieu of, any rights and remedies The City/School District has pursuant to this Agreement or by operation of law or in equity.

Agreed:

BARCODING, INC.
(Legal Name of Person, Firm or Corporation)

By: [Signature]
(Signature of Authorized Representative)

CEO/COO
(Title)

Dated: 3-5-16

SCHEDULE "D"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

SCHEDULE "D"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

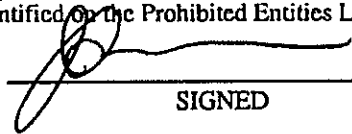
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

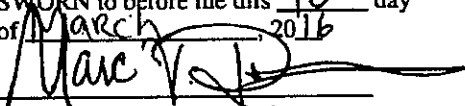
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should The City/School District of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, The City/School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then The City/School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City/School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Jeffrey Gillis, being duly sworn, deposes and says that he/she is the CEO/COO of the BARCODING, INC. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 10th day
of March 2016

Notary Public

MARC V. ROLLINS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 14, 2017

SCHEDULE "E"
CONTRACTOR DISCLOSURE FORM

SCHEDULE "E"
CONTRACTOR DISCLOSURE FORM

Instructions: The Contractor Disclosure Form has been developed to collect information from contractors who wish to do business with The City/School District of Yonkers, to ensure that The City/School District of Yonkers is in compliance with all local, county, state and federal mandates.

1. Every Contractor submitting a bid or proposal to The City/School District of Yonkers must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
3. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
4. This Contractor's Disclosure Form need only be filed with the Director of Purchasing when submitting a bid for the first time in which this form is required. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification/contract number and the date the form was submitted.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within ten (10) working days of the change which shall be submitted to the Director of Purchasing citing the contract name/number, if applicable.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. A contractor shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: Fixed Asset Inv. Tracking System

Contractor Name: BARCODING, INC.

Contractor Address: 2220 Boston Street

21231 City/School District: Baltimore State: MD Zip Code:

List of all other Addresses of Contractor: 2340 29th Street
ASTORIA QUEENS, NY. 11105

(Assumed Name, if any): _____

Contact Person: Rocky Pugliese
Contractor Telephone No.: 585-259-4507
Contractor Fax No.: 866-317-3542
Email Address: Rocky.Pugliese@barcoding.com
Federal Employer I.D. # or Social Security #: 52-2123383
Supplier is a certified Minority/Women Business Enterprise: MBE WBE Neither

A. DISCLOSURE OF OWNERSHIP INTEREST

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one): For Profit Corporation Sole Proprietor/Consultant
 Partnership Not-For-Profit Corporation
 Limited Liability Company Other: _____
 Joint Venture

SECTION I. FOR PROFIT CORPORATIONS

a. Incorporated in the State of DELAWARE SINCE 2000

b. Corporation in good standing: Yes No

c. Authorized to do business in the State of New York: Yes No

d. List below the names of all Directors and Officers of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address
Jay Steinmetz	CEO	2220 Boston St.
Shane Snyder	President	2220 Boston St.
Jeffery Gillis	CFO	2220 Boston St.

e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
Jay Steinmetz CEO	2220 Boston St. Balt, MD 21231	100%

Thames Technology Holdings, Inc.

f. Is the corporation owned partially or completely by one or more other corporations? YES NO (). If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type) Address Federal Employee ID# Ownership Interest

Thames Technology Holdings 2220 Boston St 100%
13-4266277

SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES

a. If the Contractor is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type) Address Ownership Interest

SECTION 3. JOINT VENTURES

a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type) Address Ownership Interest

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS

a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity/School District on behalf of any beneficiary? YES { } NO { }.
If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name(s) of Principal(s) (Print or Type)	Address
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name(s) of Principal(s) (Print or Type)	Address	Relationship
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of _____

b. Authorized to do business in the State of New York: Yes () No ()

c. Is corporation a 501(c) 3 organization? Yes () No ()

d. List below the names of all **Directors and Officers** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type)	Address	Ownership Interest

B. ETHICS CODE

The Contractor acknowledges that it is familiar with The City/School District of Yonkers Code of Ethics (City/School District Charter Article IA), as amended from time to time.

- 1. To its knowledge, the Contractor is in compliance.
- 2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of The City/School District of Yonkers or a current or former member of the Yonkers City/School District Council? Yes NO .

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

D. DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity that within the past five years has had a Contract or purchase order with the City/School District.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#

2. This Disclosure relates to the following Contract/purchase order: _____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:

IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

E. WORK RELATED DISCLOSURE

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?

YES ___ NO X

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.

2. Has the Contractor or Controlling Person(s) previously performed work for the City/School District?

YES ___ NO X

If "Yes", please list the date and nature of goods or services provided to the City/School District.

3. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?

YES X NO ___

If "Yes", please list the agency, date and nature of goods rendered or services performed.

Ny agencies (various)

Other state/city/federal agencies

4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts?

YES ___ NO X

If "Yes", please attach explanation.

5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation?

YES ___ NO

If "Yes", please attach explanation.

6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?

YES NO ___

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

Re lots of party suite, settled 2015

Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed?

YES ___ NO

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

8. Does the Contractor or Controlling Person(s) own any property within The City/School District of Yonkers.

YES ___ NO

If "Yes," please list the address of each property.

9. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the City/School District: worker's compensation and employers'

liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.

YES NO

If "NO", please attach explanation.

If the Contractor is a construction contractor, please complete the following questions:

10. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws? J.S.

YES NO

If "Yes", please attach all violations and state whether the violations caused injuries.

11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements?

YES NO If "Yes", please attach explanation.

12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations?

YES NO

If "Yes", please attach explanation.

13. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business?

YES NO If "Yes", please attach explanation.

14. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of The City/School District of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to The City/School District or its affiliated agencies, boards or commissions from participating in City/School District

contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to The City/School District or its affiliated agencies, boards or commissioners? YES _____ NO

If "Yes", please attach explanation.

G. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of The City/School District of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity/School District); or
 - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of guilt of such conduct described in Section I(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City/School District;
 - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
- d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

INCORPORATION INTO CONTRACT DOCUMENT

The above certifications shall become part of any Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Contract awarded to the Contractor, and any extension thereof.

ATTESTATION CLAUSE

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by The City/School District to verify the information provided in this Contractor's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.



Signature of Authorized Officer



Jay Steinmetz

Name of Authorized Officer (Print or Type)

CEO

Title

6/30/16

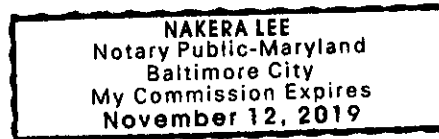
Date

State of Maryland
County of Baltimore City

Signed and sworn to before me this 30 day
of June, 2016

My commission expires: November 12, 2019

Nakera Lee
Notary Public Signature



SCHEDULE "F"
PROPOSER CERTIFICATION

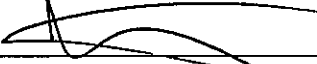
The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with The City/School District of Yonkers and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with The City/School District of Yonkers for the required services. The undersigned agrees and understands that The City/School District of Yonkers is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against The City/School District of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of The City/School District of Yonkers and approved by the Office of the Corporation Counsel.

It is understood and agreed that The City/School District of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that The City/School District of Yonkers reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of The City/School District of Yonkers is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Jay Strinnetz of Barcoding Inc.

(Legal Name of Person, Firm or Corporation)

By: 

(Signature of Authorized Representative)

CEO

(Title)

Dated: 6/30/16

SCHEDULE "F"
PROPOSER CERTIFICATION

SCHEDULE "F"
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with The City/School District of Yonkers and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with The City/School District of Yonkers for the required services. The undersigned agrees and understands that The City/School District of Yonkers is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against The City/School District of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of The City/School District of Yonkers and approved by the Office of the Corporation Counsel.

It is understood and agreed that The City/School District of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that The City/School District of Yonkers reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of The City/School District of Yonkers is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

BARCODING, INC.
(Legal Name of Person, Firm or Corporation)

By: [Signature]
(Signature of Authorized Representative)

Enterprise Account Mgr.
(Title)

Dated: 3/3/16

SCHEDULE "G"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers and the Yonkers School District, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Contract.

If at any time any of the policies required herein shall be or become unsatisfactory to the School District, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District, the Contractor shall upon notice to that effect from the School District, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the election of the School District, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the School District.

In the event that claims, for which the School District may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the School District.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific Contract, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the City of Yonkers and the School District as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) Without limiting or restricting the provisions of Section 8, the Contractor shall maintain (if required) Garage Policy of insurance, including, without limitation, the following coverage:
Garage Liability Insurance including Product Liability, Contractual Liability and Completed Operations coverage, in an amount not less than \$1,000,000 combined single limit per occurrence;
Garage Keepers Insurance in the amount not less than \$1,000,000 combined single limit per occurrence; and
Excess Liability Insurance coverage in an amount not less than \$1,000,000 combined single limit per occurrence with a company or companies licensed in New York State with an A or better Best Rating

(f) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(g) CONSTRUCTION INSURANCE

- i. For the construction, renovation or repair of bridges, viaducts or similar structures, the Contractor at his own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the School District's Board of Education. The coverage shall be written for 100% of the completed value, covering the School District as the insured, with a deductible of not more than \$100, as recommended by the New York State Department of Insurance. The Contractor shall provide the original and duplicate policy to the School District (unless the School District shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).
- ii. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents or employees, staging towers and forms, and property of the School District held in their care, custody and/or control.
- iii. During the performance of the Construction Work, Restoration or Alteration, builder's risk completed value form covering the perils insured under the ISO special cases of loss form, including collapse, water damage, and transit and theft of building materials, with the deductible reasonable approved by the Senate, in non reporting form, covering the total value of work performed and equipment, supplies and materials at any off-site storage location used with respect to the Project.
- iv. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with the limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damage property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or

in the investigation, settlement or defense of any claim, suit, or proceedings against the School District arising from Contractors work.

- v. If the coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage be maintained, or an extended discovery period exercised, for a period of not less than 2 years from the time of work under this contract is completed.
- vi. If the Contract includes disposal of materials from the job site, the Contractor must furnish to the School District, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
- vii. The Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,00,000 per loss.

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

- viii. If autos are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

The Contractor shall require that any subcontractor hired, carry insurance with the same limits and provisions provided herein.

(h) POLLUTION INSURANCE

- i. The Contractor at his own cost and expense shall provide and maintain Contractors Pollution Liability coverage of \$5,000,000 per Occurrence and \$5,000,000 Aggregate, such aggregate must be applicable on a Per Project Basis. A Contractors Pollution or Environmental Liability Umbrella/Excess policy may be utilized to satisfy these limits.
- ii. Contractors Pollution Liability coverage should be written on an Occurrence Basis. Occurrence Coverage must be maintained for the duration of the project and for a period of three years after the completion of the contract. If written on a Claims Made Basis the policy must have a Retroactive date which is prior to the date of the Contract and it must have a claims reporting period of no less than three years.
- iii. Project Owner and all other parties required by the Contract shall be included as Additional Insureds on the policy on a primary and non-contributory basis for on-going and completed operations.
- iv. Coverage shall provide pollution liability coverage of no less than \$1,000,000 for: Transportation Pollution Liability Coverage Non-Owned Disposal Sites Contractors Pollution coverage

(i) OTHER PROVISIONS

- i. The Contractor is required to obtain and to maintain bonds and insurance outlined herein.

- ii. The bonds and insurance required for this contract must be on forms acceptable to the School District and offered by insurers and sureties acceptable to the School District. The insurance and bonds for all New York contractors must be issued by New York authorized carriers and must comply with all requirements of New York Law and Regulation, and in the case of bonds, be in the exact form as provided in the bid and contract documents.
- iii. The School District, may at its discretion, and if approved by the City of Yonkers Law Department, accept letters of credit or custodial accounts in lieu of bonds and insurance requirements.
- iv. If at any time any of the foregoing bonds and policies shall be or become unsatisfactory to the School District, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District, the Contractor shall upon notice to that effect from the School District, promptly obtain a new policy, and submit the same to the School Facilities Management Executive Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the School District may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.
- v. The Contractor shall be solely responsible for payment of all premiums for bonds and insurance contributing to satisfaction of the requirements herein, and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the School District of Yonkers is named as additional insured.
- vi. The School District reserves the right to increase or decrease the required insurance during the Contract.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the School District or the City of Yonkers (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the School District or City of Yonkers is named as an insured, shall not apply to the School District or the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the School District or City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.



BARCODI-01

DKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr 24 Commerce St. Baltimore, MD 21202	CONTACT NAME: PHONE (A/C, No, Ext): (410) 685-4625 FAX (A/C, No): (410) 685-3071 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hanover Insurance Company	22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Thames Technology Holdings, Inc. dba Barcoding, Inc. 2220 Boston Street, 2nd Floor Baltimore, MD 21231															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	ZZQ-A963045-00	07/06/2016	07/06/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWQ-A962960-00	07/06/2016	07/06/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHQ-07062016	07/06/2016	07/06/2017	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W2Q-A949189-00	07/06/2016	07/06/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Technology E&O			LHQA962280	07/06/2016	07/06/2017	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Yonkers/Yonkers Public Schools are included as Additional Insured under General Liability and Automobile Liability, with respect to Contract #618197, as required by written contract. A Waiver of Subrogation applies in favor of the Certificate Holder under General Liability. A 30 Day Notice of Cancellation is in favor of the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Yonkers/Yonkers Public Schools
 Attn: Ed Dodge
 One Larkin Center, 3rd Floor
 Yonkers, NY 10701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) BARCODING, INC. 7 BONNIE HOWLLOE LANE MONTROSE, NY 10548</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 4103858532</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 47-033864</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 52-2123383</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF YONKERS/YONKERS PUBLIC SCHOOLS ONE LARKIN CENTER YONKERS, NY 10701</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R15747-000</p> <p>3c. Policy effective period <u>4/1/2016</u> to <u>6/15/2017</u></p>

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 6/16/2016 By *Beth A. Spina*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
 If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
 Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) BARCODING, INC. 7 BONNIE HOWLLOE LANE MONTROSE, NY 10548</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 4103858532</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 47-033864</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 52-2123383</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF YONKERS/YONKERS PUBLIC SCHOOLS ONE LARKIN CENTER YONKERS, NY 10701</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R15747-000</p> <p>3c. Policy effective period <u>4/1/2016</u> to <u>6/15/2017</u></p>

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 6/16/2016 By *Beth A. Schmitt*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
 If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**

PROPOSAL AND REMAINING RFP DOCUMENTS



**THE CITY/CITY SCHOOL DISTRICT OF YONKERS, NEW YORK
BUREAU OF PURCHASING**

REQUEST FOR PROPOSAL (RFP) NO. 325

SOLICITATION AND CONTRACT DOCUMENTS FOR

**Fixed Asset Inventory Tracking System
And Related Services**

Deadline for Proposal Submissions: Friday, March 4, 2016 at 2:00 PM

Two (2) original hard copies and one (1) electronic copy via CD or flash drive of the proposal must be delivered to:

Ed Dodge
City/School District
Purchasing Department
One Larkin Center – 3rd floor
Yonkers, NY 10701
(Located in the Yonkers Riverfront Library Building across from the Metro-North train station.)

914.377.6041; Email edward.dodge@yonkersny.gov

Deadline for receipt of written questions, submitted via email, Monday, February 22, 2016 at 4 PM to: edward.dodge@yonkersny.gov)

Written responses to questions will be issued approximately February 26, 2016 via addendum.

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Section IV Proposal Requirements and Evaluation:

1. PROPOSAL EVALUATION CRITERIA:

The City/School District shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The City/School District reserves the right to weigh its evaluation criteria in any manner it deems appropriate. If two offers are found to be substantially technically equivalent, price shall be the basis for determining the award recipient. Proposals will be evaluated by a team of representatives from various City/School District Departments.

- a. Direct experience providing the services outlined in this RFP; including professional qualifications, years of experience, type of experience, personal background, and resume(s) of the individuals who will provide services pursuant to this RFP. References;
- b. Evaluation of the Statement of Work;
- c. Demonstrated capacity to perform the work described herein;
- d. Total cost of service to be provided; and
- e. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.
- f. The evaluation process of the Request for Proposals will be based on the following:

1.	Vendors Experience	20 points
2.	Financial Analysis of the Vendor	5 points
3.	References	5 points
4.	Offering of "New" methodology that will increase the efficiency and accuracy of the current asset management system	5 points
5.	Cost Effectiveness	20 points
6.	The system offered must be user friendly and meet the complete requirements listed. The ease of capturing and updating the inventory along with the ease of independently running reports is a major requirement for this proposal.	40 points
7.	System Compatibility: Compatibility to be interfaced with Excel. Compatibility to other mainframe systems. Compatibility with Oracle.	5 points

2. PROPOSAL REQUIREMENTS:

PACKAGES MUST BE MARKED: "RFP NO. 325: Fixed Asset Inventory Tracking System and Related Services

- a. Provide a brief history and description of your firm.
- b. Identify the individual that will act as direct contact for this contract.
- c. **Overall Qualifications and Experience.** Describe the Proposer's abilities, skills, knowledge, resources (financial and organizational), current workload, and ability to complete projects on schedule. Describe the type of work performed with your own workforce. If sub-contractors are used, describe the services they provide, describe their qualifications and experience, and the percentage of the total work they will perform.
- d. **A Statement-of-Work describing the Proposer's approach** for providing the services described in the Statement of Objectives. The Statement-of-Work shall also list and describe all the tasks, by phase, that you envision will be required to accomplish this work and the estimated time to complete each task. Also, indicate the resources you shall require of the City/School District, if any, to accomplish this work.
- e. **References (minimum of three).** Include name of contracting agency, address, contact, telephone, email, services provided, contract start and end dates, original contract award amount, and final contract amount. The contacts should be from three (3) or more school districts who have received services similar in scope to those required by the District. In addition, the vendor should provide a listing of any school districts that stopped doing business with them within the past year and the reason.
- f. If the Proposer is a joint venture or consortium, the **origin, current ownership and management, and qualifications of each firm** comprising the joint venture or consortium shall be separately identified and the **principles of each firm** shall be noted.
- g. Indicate whether the Proposer (and each firm comprising the joint venture or consortium) is national, regional, or local, the number of years in business, the total number of employees, and the total number of employees in the local office that will be dedicated to the Yonkers contract.
- h. Proposers shall **identify all their current active projects in Yonkers** and active projects in the areas surrounding Yonkers that may impact Yonkers. Proposers shall also indicate if any of the team members or sub-consultants proposed for this engagement is working on those projects and if so, the nature of their work on those projects.
- i. In addition, the Proposer (and each firm comprising the joint venture or consortium, and each sub-consultant supplier, if any) shall **provide an affirmative statement that they are independent of The City/School District of Yonkers.** Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer's personnel and sub-consultants may have with The City/School District of Yonkers/Yonkers Public Schools.
- j. Cost Proposal Responders are encouraged to propose alternative methods of compensation and particularly a contingency fee and/or fixed fee arrangements. While cost is only one of the factors The City/School District will consider in selecting a Contractor, The City/School District will only enter a contract if a firm's Cost Proposal, as submitted or negotiated, is reasonable in the City/School District's sole judgment.
- k. The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that *"this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) calendar days from the deadline for acceptance of proposals as set forth herein."*

- l. Technical and Cost Proposals must be submitted at the same time (one original hard copies and 1 electronic copy via CD or flash drive). Do not include any elaborate marketing or advertising materials— submit on 8.5” x 11” paper in a lean and concise format. Technical and Cost Proposals must be signed by a duly authorized official of the firm, with the person’s name and title printed below the signature.
 - m. Oral Presentations. After receipt of Proposals, Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.
3. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the City/School District. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City/School District.
 4. Modified Proposals. A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.
 5. Proposals MUST be signed. Unsigned proposals will be rejected.
 6. A Proposal shall be irrevocable for a period of one hundred twenty (120) calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.
 7. Late proposals will not be accepted.
 8. Requests for clarification of this RFP MUST be written and submitted via email to Ed Dodge, Associate Purchasing Director, (edward.dodge@yonkersny.gov; 914.377.6041) City/School District of Yonkers/Yonkers Public Schools, One Larkin Center, 3rd Floor, Yonkers, NY 10701, as set forth on the cover page of this RFP.

A. PROPOSAL SITE VISITS

No site visit is currently scheduled and attendance at a proposal site visit is not mandatory. A site visit presents an opportunity for the proposer to inspect the project location. The proposer is cautioned that, although attendance at a site visit is optional, no modification or changes will be allowed in the pricing because of the failure of the proposer to have attended a site visit.

B. CONTRACT AWARD

1. The Contract resulting from this solicitation shall be awarded to the Proposer The City/School District considers most qualified and whose Proposal The City/School District determines to be the most advantageous to the City/School District, based on the evaluation factors set forth in the RFP.
2. Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, the Iran Divestment Act, and the New York State Labor Law.

3. After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by The City/School District of Yonkers, subject to all required oversight approvals, and will not be binding until signed by both parties.
4. Services shall begin, after execution of the required contract and schedules and receipt by The City/School District of insurance, and immediately thereafter, upon issuance of the Notice to Proceed and take place over a period of time mutually agreed to by The City/School District and Vendor.

C. LEGAL UNDERSTANDINGS

1. The City/School District of Yonkers reserves the right to cancel this RFP at any time, if The City/School District deems it to be in its best interest. In no event shall The City/School District have any liability whatsoever for cancellation of an award before execution of a contract. A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.
2. A Proposer shall not have any rights against The City/School District arising from an invitation to enter negotiations or to submit a Best and Final Offer.
3. By submission of a proposal in response to this RFP, proposing entity agrees to and understands:
 - a. That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with The City/School District and is not a bid under Section 103 of the New York State General Municipal Law;
 - b. Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with The City/School District for the required services
 - c. By submitting a proposal, the proposing entity agrees and understands that The City/School District is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
 - d. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the City/School District, its elected officials, officers, employees or agents, shall not be binding against the City/School District, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP, subject to all oversight approvals, is duly executed by both parties.
4. The City/School District reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, The City/School District of Yonkers' Procurement Policy, as amended:
 - a. To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
 - b. To reject all proposals;
 - c. To issue additional solicitations for proposals and/or amendments to this RFP;
 - d. To waive any irregularities in proposals received after notification to all proposers;
 - e. To negotiate for amendments or other modifications to proposals;
 - f. To conduct investigations with respect to the qualifications of each proposer;
 - g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

- h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - i. To select the proposal that best satisfies the interests of The City/School District and not necessarily on the basis of price or any other single factor in the evaluation criteria.
5. While this is an RFP and not a bid, The City/School District reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
6. The City/School District assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
7. The City/School District is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.
8. Delinquent proposer(s)/contractor(s) shall not be deemed responsible for purposes of awarding a contract. It is the policy of The City/School District of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to The City/School District of its affiliated agencies, boards, or commissions from participating in City/School District contracts and business opportunities.

D. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall and provide justification why such material, upon request, should not be disclosed by the City/School District, and insert the following notice in the front of its proposal:

1) **“NOTICE**

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that The City/School District considers proper under the law. If The City/School District enters into an agreement with this proposer, The City/School District shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and;

- 2) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **“* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.”**

The City/School District assumes no liability for disclosure of information so identified, provided that The City/School District has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a

court of competent jurisdiction. The contents of the proposal which is accepted by the City/School District, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

E. INDEMNIFICATION AND INSURANCE

The proposer, by signing the proposal, does hereby agree to indemnify and hold free and harmless The City/School District of Yonkers, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this RFP. The successful proposer will likewise be required to execute a contract containing similar requirements.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by The City/School District of Yonkers), for any and all claims of liability and all suits, actions, or claims that may be incurred by The City/School District of Yonkers and/or the School City/School District, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If awarded a contract by The City/School District of Yonkers the proposer acknowledges and agrees that it will need to provide insurance naming The City/School District and the City/School District as additional insured as more fully set forth in Schedule "A" which is annexed hereto.

F. ASSIGNMENT

The successful proposer shall not assign or subcontract any portion of the operation without prior written approval from the City/School District. If the proposer intends as part of its proposal to form a team or subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If The City/School District awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the City/School District, such that the successful proposer shall be responsible for the entire contract.

G. INDEPENDENT CONTRACTOR

The successful proposer and its employees will operate as an independent contractor and are not considered to be City/School District employees.

H. ANTIDISCRIMINATION/COMPLIANCE WITH LAW

Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any City/School District facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the NYS ED, Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration

(OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

I. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and The City/School District of Yonkers, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City/School District employee, officer or official.

J. CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of The City/School District of Yonkers. Further, all firms must disclose the name of any City/School District employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

K. MBE/WBE

Pursuant to Article VIII of Chapter 13 of the Yonkers City/School District Code, it is the goal of The City/School District of Yonkers to use its best efforts to encourage and promote an increased participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City/School District. Therefore, The City/School District asks Proposers to complete the questionnaire attached hereto as Schedule "B."

L. MACBRIDE PRINCIPLES

Pursuant to Article VI of Chapter 13 of the Yonkers City/School District Code, no procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto. Therefore, The City/School District asks Proposers to complete the certification attached hereto as Schedule "C."

M. IRAN DIVESTMENT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete Schedule "D", an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

N. RELATIONSHIPS TO CITY/SCHOOL DISTRICT

Proposers are required to complete the questionnaire entitled "Contractor Disclosure Form" attached hereto as Schedule "E." In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Contractor Disclosure Form" form to The City/School District within ten (10) business days of such event.

Section III. COST PROPOSAL

Proposal Cost

1. Year One	\$ _____
2. Year Two	\$ _____
3. Year Three	\$ _____
Total Three Years	\$ _____
4. Optional Year Four	\$ _____
5. Optional Year Five	\$ _____
Total Five Years	\$ _____
Additional Software Cost	\$ _____
Additional Hardware Cost	\$ _____
Grand Total	\$ _____

Vendor Name _____

Address _____

Phone/Fax _____

E-Mail Address _____

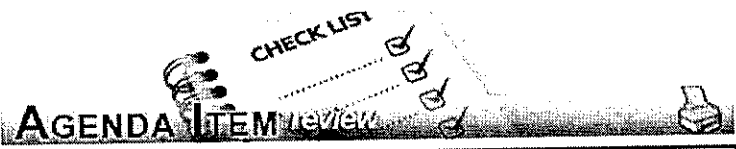
Representative's Signature _____

Title _____

Date _____

Prices quoted in proposals must be held firm for the life of the potential contract.

ADDENDUMS AS NECESSARY



15.1 Award of Fixed Asset Inventory Tracking System and

Meeting Date: 4/20/2016 - 7:00 PM

Category: FINANCE

Type: Action

Subject: 15.1 Award of Fixed Asset Inventory Tracking System and Related Services

District Goals:

Policy:

Enclosure:

- File Attachment:**
- RFP 325 Evaluation Score Totals 4-5-16.xlsx
 - Yonkers City SD.pdf
 - 2015-2016 Fixed Asset - Corrective Action Plan 3-10-16.doc
 - Barcoding Inc eQuipl - System Screenshots and Details.pdf
 - Barcoding, Inc Yonkers CSD RFP 325 Page 62 On Premise and Hosted Cost Summary.pdf
 - BOCS Worksheet.xlsx

Rationale: The purpose of the engagement is to procure through an efficient and effective vendor with skills to:
 determine original cost and depreciation on the City/School District's capital assets as set forth by the capital asset reporting requirements of GASB Statement 34, and corrective action plan submitted to Office of State Comptroller, to establish a property control tracking system utilizing barcode technology, and to provide current insurable values to be used for insurance reporting purposes.

FY16		
450.150.0000000.1620.2300.000000	93,408.00	
450.164.0000000.1620.2300.000000	36,300.00	
FY17		
450.150.0000000.1620.2300.000000	146,716.00	
450.164.0000000.1620.2300.000000	14,500.00	
FY18		
450.150.0000000.1620.2300.000000	141,982.00	
450.164.0000000.1620.2300.000000	14,500.00	
Funding: FY19		
450.150.0000000.1620.2300.000000	141,610.00	
450.164.0000000.1620.2300.000000	14,500.00	
FY20		
450.150.0000000.1620.2300.000000	140,810.00	
450.164.0000000.1620.2300.000000	14,500.00	
FY21		
450.150.0000000.1620.2300.000000	56,324.00	
450.164.0000000.1620.2300.000000		
Total Five years	815,150.00	

Resolution: WHEREAS, Barcoding, Incorporated has submitted a proposal for fixed asset inventory tracking system with the School District, and WHEREAS, the Administration has determined that the inventory services for the School District can best be provided by Barcoding, Incorporated. NOW THEREFORE BE IT RESOLVED: That the Board of Education authorizes the Superintendent of Schools to enter into a three year contract with option to extend to four to five years with Barcoding, Incorporated to provide inventory services to the School District at a total cost for five years is \$815,150 (See attached Barcoding cost summary).

Approvals: Recommended By:

RECOMMENDATIONS FOR NEW CONTRACTS	
Vendor Name:	Barcoding, Incorporated
Term/duration of contract:	Three year contract with option to extend years four and five
Amount of contract:	Total three year cost is \$447,406. First year cost is \$129,708
Account: (general fund, grant, capital)	450.164.0000000.1620.2300.000000 450.150.0000000.1620.2300.000000
Scope/services:	The scope of services is to determine original cost and depreciation on the City/School District's capital assets as set forth by the capital asset reporting requirements of GASB Statement 34, to establish a property control tracking system utilizing barcode technology, and to provide current insurable values to be used for insurance reporting purposes and inventory software used for additions, deletions and transfer of assets.
Form of procurement undertaken (GML 103-competitive sealed bidding; GML 104b-not subject to competitive sealed bidding):	GML 104B RFP # 325 Six vendor proposal were received on March 11, 2016
Manager and Department Requesting Services:	Finance
RECOMMENDATIONS FOR CONTRACT AMENDMENTS	
Contract No. / Vendor Name:	
Original Term of contract:	
Original Amount of contract & Date of BOE/BOCS approval	
Scope/services:	
Details of previous amendments	
Details of new amendment:	
Account (general fund, capital, grant)	
Form of procurement (GML 103 / GML 104b)	
Manager and Department Requesting Services:	

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Barcoding, Incorporated



YONKERS PUBLIC SCHOOLS

**THE CITY/CITY SCHOOL DISTRICT OF YONKERS, NEW YORK
BUREAU OF PURCHASING**

**Attn: RFP NO. 325: Fixed Asset Inventory Tracking System and Related Services
Prepared on Wednesday, March 09, 2016:**

Rocky Pugliese

Enterprise Account Manager

Toll Free: 888.860.7226 EXT 134

Mobile: 585.259.4507

efax: 866.317.3542

Address: 2340 29th Street Astoria, Queens NY 11105

Email: rocky.pugliese@barcoding.com

Web: Barcoding, Inc.

Ed Dodge

Associate Purchasing Director

Office: 914.377.6041

Fax: 914-377-6032

Address: One Larkin Center – 3rd floor Yonkers, NY 10701

Email: edward.dodge@yonkersny.gov

Web: www.yonkersny.gov

This proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) calendar days from the deadline for acceptance of proposals as set forth herein.

Barcoding, Inc.; as well as our subcontractors for this project, E-ISG, ProBar, and Porto Leone Consulting are all independent of the City / School District of Yonkers.

Bidders Representative: _____ Title: _____

Signature: _____

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ERIC BESER, ONBOARDING PROJECT MANAGER, CHIEF SOFTWARE ARCHITECT OF EQUIP!™ 37

ALEX BARENBLITT, SUPPORTING CONSULTANT, PROPERTY MANAGEMENT 37

RALPH BOECKER, DIRECTOR OF CUSTOMER SUPPORT, EQUIP!™ AND MOBILE EQUIP!™ 37

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1.0: PROPOSED TEAM CORPORATE INFORMATION

	 <p>Be Efficient - Accurate - Connected™</p>	 <p>E-ISG Asset Intelligence</p>	
Vendors:	Prime: Systems Integrator Barcoding, Incorporated Federal Tax ID: #52-2123383 DUNS: 072398204 CAGE Code: 1QUF6	Sub: Asset Software E-Innovative Services Group (E-ISG) DUNS: 148393981 CAGE Code: 3WYH4	Sub: Inventory & Asset Valuation Services ProBar Federal Tax ID: 52-0992217 DUNS: 099848210
Headquarters:	2220 Boston Street Baltimore, MD 21231	3500 Boston Street Suite 316 Baltimore, MD 21224	621 Admiral Dr. # 408, Annapolis, MD 21401
Legal Status:	A Delaware Corporation (since 2000)	Limited Liability Company – Partnership (Since May 2003) Women-Owned Small Business	DOT Minority Business Enterprise (MBE) Certification: 11-077 Woman-Owned Business Enterprise (WBE)
Length of time in business:	18	13	54
Number of employees:	75	18	75
Contact Person:	Rocky Pugliese Enterprise Account Manager. rocky.pugliese@barcoding.com Barcoding, Inc. Direct: 888.860.7226 EXT 134 Mobile: 585-259-4507	Richard Wilson Vice President Richard.Wilson@E-ISG.com http://www.e-isg.com/ Direct: 443-708-4215 Mobile: 410-499-8218	Michael Moss Vice President mmoss@probar.com www.probar.com Direct: 800-871-0770 Mobile: 240-832-6927

1.1: BARCODING INC. CORPORATE INFORMATION (PRIME)

Proposed Contractor Name: Barcoding, Incorporated

Corporate Information: A Delaware Corporation (since 2000)

Corporate HQ: 2220 Boston St., Baltimore, MD 21231

Contact Information: Rocky Pugliese, Enterprise Account Manager, rocky.pugliese@barcoding.com,

Direct: 888.860.7226 EXT 134, Mobile: 585-259-4507

Corporate Size: Barcoding, Inc. employs approximately 75 staff members.

Corporate License/Registrations/Certifications:

Federal Tax ID: #52-2123383

DUNS: 072398204

CAGE Code: 1QUF6

1.1.1: WHY BARCODING INC.

Barcoding, Inc. (Barcoding) is recommending a “best in class” solution for The Yonkers Public School District for its fixed asset inventory and tracking system services for the period of three years.

The scope of work is detailed as the following:

- Determine original cost and depreciation on the City/School District’s capital assets as set forth by the capital asset reporting requirements of GASB Statement 34.
- To establish a property control tracking system utilizing barcode technology
- To provide current insurable values to be used for insurance reporting purposes.

The proposed solution provides a roadmap to meet District’s business line objectives:

- Financial Reporting
- Accountability and Control
 1. Fixed Asset Inventory System / Classification Recommendation
 2. Inventory Services
 3. Fixed Asset Management System
 4. Fixed Asset Valuation Accounting System
 5. Technical Support and Training
 6. Project Schedule
 7. Ability to Continuously Update in On-site Database Electronically

1.2: PROBAR CORPORATE INFORMATION

Proposed Sub-Contractor Name: ProBar, A Division of Bondurant Enterprises Inc.

Primary Area of Expertise: ProBar specializes in K-12 fixed asset and textbook management services. Their services include physical inventory, asset and textbook management consulting (industry best practices, business process reengineering, federal compliance, and program management), Valuation/Appraisal Services, RFID integration, asset management staffing services, warehouse management, and mobile hardware integration.

Principal(s): ProBar is led by our President, Carol E. Bondurant. Additional executive staff includes Vice Presidents Michael Moss and Cathie Gilbert, and Chief Operating Officer Mary Ann Allen.

Corporate Information: HQ: 621 Admiral Drive, Suite 408, Annapolis, MD 21401

Contact Information: Michael Moss, Vice President, mmoss@probar.com, (o) 800-871-0770 (m) 240-832-6927 (f) 301-459-9143

Corporate Size: ProBar is a small woman-owned MBE-certified firm. Their size standard is less than five million. ProBar employs approximately 75 staff members both full and part time.

Corporate License/Registrations/Certifications:

Federal Tax ID: 52-0992217

Dun and Bradstreet: 099848210

DOT Minority Business Enterprise (MBE) Certification: 11-077

Woman-Owned Business Enterprise (WBE)

National Property Management Association: Certified Professional Property Administrators, Certified Professional Property Specialists, Certified Professional Property Manager. (CPPA, CPPS, CPPM). ASA Certified Appraisers.

Access RFID, Honeywell RFID, Zebra RFID certified specialist partners.

Time in Area of Expertise: ProBar has specialized in asset management and physical inventory services since their inception in 1962. They incorporated in 1974. ProBar received its Property and Asset Management Certifications in 1994. ProBar's Property and Asset Management Certifications were last renewed in September 2014.

Area of Operation: ProBar performs physical inventory, asset management, and valuation services nationwide. They have customers and past performance in 42 CONUS states as well as Hawaii, Alaska, Puerto Rico, and Guam.

1.2.1: PROBAR EXPERIENCE AND CAPACITY

Having been in business since 1962, we believe that our experience and past performance sets us apart from our competition. It is our commitment to quality and customer service that keeps our customers returning year in and year out. Our experience with similar scopes of work is unmatched. Having executed hundreds of similar engagements successfully, we do not anticipate any performance issues or risks.

1.2.2: WHAT DISTINGUISHES THE PROBAR TEAM FROM THE COMPETITION

ProBar is distinguished from our competition in many ways. ProBar specializes in K-12 Inventories. Our firm, unlike many of our competitors provides complete asset management services and solutions. Our services aren't limited to physical inventories, compliance consulting, or software solutions. Our capabilities include program management, physical inventories, valuation services, software development/integration, asset management consulting including business process re-engineering, federal/local compliance management, asset management studies, asset management policy and procedure review/recommendation, technology consulting, staffing model consulting, warehouse management, current state analysis, gap analysis, and solution road mapping. With this array of services, ProBar understands not only the physical inventory portion of asset management but the whole picture. With our staff experience and knowledge we are able to draw on massive amounts of information and resources enabling us to provide the highest quality deliverables and service.

ProBar, unlike many of our competitors holds relevant industry certifications as evidence of our commitment to excellence from the National Property Management Association, American Society of Appraisers, Zebra, Honeywell, and Axxess RFID.

Unlike many of our competitors, our team provides real-time inventory data access to our customers via the internet. We are confident in our team's performance and quality controls. To this end we have developed our Physical Inventory Management System that maintains inventory data as it's collected. We gladly provide customer access to view our data collection progress and schedule adherence.

ProBar has demonstrated an extreme commitment to customer service. By going above and beyond our customer's expectations we have had the pleasure of not only retaining our customer's but growing our service offerings within our customer base. By demonstrating our commitment to extreme customer satisfaction our clients have grown to trust us and award us additional business, many times utilizing the sole source justification option.

1.3: E-INNOVATIVE SERVICES GROUP (E-ISG) CORPORATE INFORMATION

Proposed Sub-Contractor Firm Name: E-Innovative Services Group (E-ISG)

Principal(s): Richard Wilson, Vice President

Corporate Information: Limited Liability Company – Partnership (Since May 2003), Women-Owned Small Business

Corporate HQ: 3500 Boston Street, Suite 316, Baltimore, MD 21224

Contact Information: Richard Wilson, Vice President, Richard.Wilson@E-ISG.com, 443-708-4215, 410-499-8218

Corporate Size: 18 employees

Time in Area of Expertise: 12 years, 8 months

DUNS: 148393981

CAGE Code: 3WYH4

1.3.1: E-ISG EXPERIENCE & CAPACITY

E-ISG Asset Intelligence LLC is a Women Owned Business based in Baltimore, Maryland.

Established in 2003, E-ISG Asset Intelligence specializes in providing Enterprise Asset Management (EAM) software systems and implementation support. It has developed the Commercial Off the Shelf software system eEquip!, which can be delivered as Software as Service or installed on premise. The eEquip! software has incorporated all the best practices in enterprise asset management, as outlined asset management standards ASTM E53, ISO 55000, and the ITIL v3 best practices for IT asset management, to support the life cycle management of assets. Additionally, the system meets government audit requirements (including Uniform Guidance), and conforms to the GASB Statement 34 and 35.

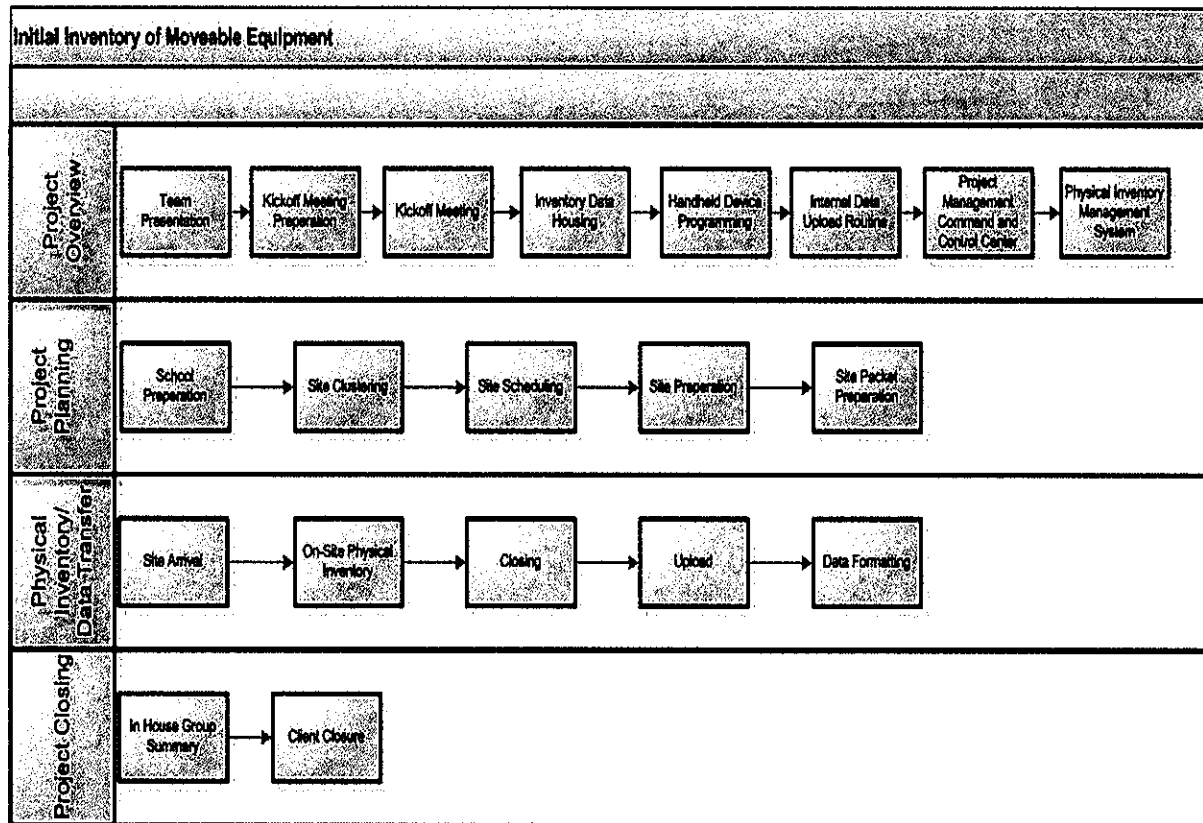
The eEquip! asset management systems have been deployed in many private businesses and government entities. Specifically, they are used to manage IT assets, Government Property under custody of government contractors, emergency management equipment purchased with FEMA grants. Additionally, our customers are using eEquip! to manage facilities, assets in the facilities (IT assets, land, facility systems, vehicles, furniture, weapons, spare parts, material, consumables...), and their maintenance activities.

E-ISG Asset Intelligence is headquartered in Baltimore City. It is owned by partners and employees, with a healthy financial position. Additionally, it is a Women Owned Small Business (WOSB), with DUNN # 14-839-3981, CAGE 3WYH4.

2.0: PHYSICAL INVENTORY METHODOLOGY AND APPROACH

ProBar will apply their proven methodology to deliver successful results while utilizing industry best practices and the latest proven technology. The ProBar Team will employ a phased approach to the Yonkers Public School District’s physical inventory initiative that includes quality control checkpoints to ensure thorough and accurate deliverables.

INVENTORY TECHNICAL APPROACH



PHASE I: PROJECT OVERVIEW

Team Presentation

Our process begins with informing our team of contract award. The pre-assigned Project Manager will present the project to our complete inventory team. At this time we will review our management plan; as well as, our team roles and responsibilities. Our pre-assigned Project Manager will outline the scope of services and ask for input from team members on operational and logistical planning.

Kickoff Meeting Preparation

Our team will work together to prepare all materials to be utilized during our initial briefing. These materials may include but are not limited to the following: Microsoft Power Point Presentation, Sample Data Deliverables, label samples, best-practices recommendations, tagging recommendations, equipment control matrices, and Team Contact Documentation.

Project Kickoff Meeting

All key team members will attend the project kickoff meeting to ensure common understandings and to determine any discrepancies between our technical proposal and the District's expectations. Additionally, all further courses of action, milestones, and deliverables shall be discussed and clarified. Often Kickoff meetings serve as a starting point for approach recommendations after gaining more insight to our customer's current operations and policies.

Inventory Data Housing

Our team will develop data storage procedures to make sure collected inventory data is stored appropriately on our network for Data Specialists to scrub and transition into accurate deliverables.

Handheld Device Programming

Our team will create a handheld device program to collect all necessary data fields. Our device program will import current YPSD asset data when available. The program will allow our Inventory Specialists to scan an asset. When an existing asset is scanned the current YPSD data elements will be displayed on the screen. The Inventory Specialist will then have the capability to make modifications to any of the incorrect data fields and save the record.

The handheld program will allow our Inventory Specialists to efficiently collect the data fields outlined below for each YPSD asset inventoried. However, should requirements change we have the flexibility to modify our device programming.

For YPSD-Assets the following data fields shall be collected and/or provided from existing data:

Campus Location	Asset Group
Room Location	Type
Bar Code/Asset ID Number	Department*
Description of the Asset	Purchase Order*
Make/Manufacture of the Asset	Funding Source*
Model number	Date Placed into Service*
Serial Number	Date Disposed*
Inventory Date	Date Transferred*

Note: Asset fields with an “*” can only be provided when available at the asset itself or returned from current district data.

Internal Data Upload Routine

ProBar will create a data upload routine that allows all handheld collected data to be uploaded directly to our internal servers for subsequent transmission into our Physical Inventory Management System (PIMS). The use of a Physical Inventory Management System will serve as a quality control checkpoint to mitigate any risk of data loss or misplacement by mandating strict guidelines to be adhered to by our Data Specialist.

Physical Inventory Management System

ProBar’s PIM system was designed to house both customer-provided and Inventory Specialist-collected asset data. The system will import customer asset data including but not limited to: Building Location, Room Location, Asset Tag/Barcode, Asset Description, Asset Manufacture, Asset Model Number, Asset Serial Number, Old Asset Tag, Property Manager/Custodian, Department, Status, Last Inventory Date, and numerous other user-defined fields. The system will accept handheld scanner inputs from our inventory data collection devices. The system manages the data and allows real time reporting of found assets, missing assets, new assets, and any changes that have been made to an asset data field. This allows our Project Manager to be informed on our progress and update our Earned Value Management (EVM) status. Additionally, the PIM system allows our Data Specialists to review collected data in a managed environment with controls and filters in place. Screen shots can be seen below.

Project Information

PROBAR PROBAR INVENTORY PROJECT INFORMATION

Welcome_mnos

User Administration Projects Reports Logout

Project Information Customer Data Scanned Data

Scanned Data Files

Upload File:

First Row contains Header Text Delimiter: Tab

Path	FileName	Upload Date/Time	User	Processed	Length	Rows	Rows Processed	Error
	052209.txt	6/22/2009 2:27:20 PM	mnos	True	78971	783	756	Rowindex: 261 Asset Tag cannot be blank or empty
	052309.txt	6/23/2009 5:34:48 PM	mnos	True	91385	958	928	
	052409_Complete.txt	6/24/2009 7:57:11 PM	mnos	True	120182	1098	1062	
	05252009_Upload.txt	6/25/2009 7:47:27 PM	mnos	True	71473	747	739	
	062509_Upload.txt	7/1/2009 6:31:56 AM	mnos	True	76004	741	737	
	053009_Upload.txt	7/1/2009 7:05:33 AM	mnos	True	54440	564	560	
	070209_Upload.txt	7/7/2009 8:31:09	mnos	True	34611	372	369	

View Report

PROBAR PROBAR INVENTORY REPORT

Welcome_mnos

User Administration Projects Reports Logout

Master Inventory Report

Project: Howard University 2009

Criteria searched: Project: Howard University 2009

Record Count: 15169

Please sort before exporting to selected file format:

Inventory Specialist	Building	Room Number	Asset Tag	Description	Manufacturer	Model Number	Serial Number	Inventory Date	User	User	User	User	User	Status
AHW	Alain Locks Hall-44	256	236437	LAPTOP	GATEWAY	M680	IPA25005444	07/06/2009	IN	SERVICE				New
AHW	C. B. Powell Building-13	253	246485	PRINTER, PHASER COLORLASER	XEROX	7700DN	LGM302113	07/30/2009	IN	SERVICE				Found
AHW	C. B. Powell Building-13	N179C	236520	PROJECTOR, POWERLITE	EPSON	ELP-7250	DQJ0060377K	07/30/2009	IN	SERVICE				Found
AHW	C. B. Powell Building-13	SCRW8	235673	DEGIDESIGN 868/241/0	DEGIDESIGN	MH068	DH23727	07/30/2009	IN	SERVICE				Found
AHW	Cancer Research	102	3-60648	HANGING TV				06/30/2009	IN	SERVICE				New

PHASE II: PROJECT PLANNING

Site Preparation

ProBar's Project Management and the YPSD Coordinator will meet with individual campus location representatives to outline ProBar's inventory strategy and discuss any issues or risks. During this phase, ProBar will validate locations and points of contact for each location. The goal of these meetings is to mitigate any possible risks and inform the key stakeholders of processes and procedures. This can occur via phone/email as well to avoid monopolizing the time of site coordinators.

Site Clustering

The Project Manager, Assistant Project Managers, and Field Supervisors will come together to plan our logistical approach. We will begin our clustering process. Clustering involves grouping specified sites together to be inventoried continuously. For this initiative we intend to cluster several campus locations within a relatively close proximity and have the sites physically inventoried concurrently.

Site Scheduling

The ProBar Team's Project Manager and Assistant Project Manager will be the central points of contact for scheduling the physical inventory locations. All scheduled locations will be provided to the YPSD Coordinator for review and approval.

Site Preparation

Our office will contact sites to be inventoried at least twenty four hours prior to our proposed inventory date to verify contacts. At this time we will procure a Point of Contact (POC) for that site's inventory that has been provided to us by the YPSD Coordinator. Our PM will schedule a date(s) and time(s) convenient to the POC for that particular facility. At such time, we will use our best efforts to verify whether or not information about the assets to be inventoried is correct or up to date. We will be looking primarily for a piece count and a bar-code/RFID series for the items to be inventoried. We understand that the POC may or may not have relevant information about the assets to be inventoried. Additionally, we understand that a POC may not be provided for each site. In these cases our team will work independently following the standard operating procedures outlined during our kickoff meetings.

Site Packet Preparation

Our Administrative Assistant will prepare a site packet for each location to be inventoried. This packet will contain directions to the site, contact information for the location POC, a list of items expected to be found at this site, and a notes section with any special instructions for the site. Additionally, our site packet will contain an inventory team review document to be filled out by the YPSD POC assigned to the site. Our goal is to gain feedback on our team and our inventory process during the project so that we may make process and procedure improvements as we move forward. The team review will allow the site POC to rate our team's performance and provide invaluable feedback to our procedures and our team's professionalism. The purpose is to ensure our team is conducting the inventory following our

process; as well as, in a manner that is both professional and non-intrusive to YPSD staff. A sample can be seen below.



Physical Inventory 2015 Site Completion Form

This Site Entry/Exit Form will be filled-in by ProBar prior to starting the Inventory. All relevant information will be completed while coordinating with the SELMA USD Site Point-of-Contact (POC) or their alternate prior to the inventory. An initial copy of this Form will be provided to the SELMA USD site POC at arrival time, with a completed final copy provided when the site inventory is concluded. This completed Form will be retained by ProBar for reference throughout the project. Should the SELMA USD request copies, they shall be provided on a weekly basis.

Facility Information

Site Address: _____
 Inventory POC: _____ Phone Nr: 951.358.7132
 POC E-Mail: _____ Alternate POC: _____ Phone: _____
 ProBar Inventory Date: _____ Time: _____ (1:00 pm)
 (MM/DD/YY)

Inventory Information

Items being inventoried: **SELMA USD IT/Fixed Assets**
 Was the Site POC notified of ProBar's arrival? Yes: _____ No: _____
 Signature of Site POC/Phone No.: _____ Date: _____
 (Example) Joe Smith (202-111-2222) (MM/DD/YY)

ProBar Inventory Team Information – Completed by Inventory Specialist(s)

ProBar: Field Supervisor: _____
 Initial Arrival Date: _____ Time: _____ First Site Person Contacted: _____
 Signature of ProBar Field Supervisor: _____ Date: _____

Inventory Exit Process Overview – Completed by Site POC

Did the Inventory proceed according to the plan and schedule? Yes: _____ No: _____. If any Issues were uncovered what were they: _____
 Was the Site POC and Facility ready for the Inventory to occur? Yes: _____ No: _____. Generally, did SELMA USD management and employees know the Inventory Team was coming? Yes: _____ No: _____. Did the SELMA USD staff members cooperate with the Site POC and the Inventory Team? Yes: _____ No: _____. What was the completion date: _____ Time: _____

Site Inventory Completion Signature Section

ProBar Inventory Field Supervisor: _____ Date: _____ Time: _____
 Inventory Liaison/POC Signature: _____ Date: _____ Time: _____
 Please rate ProBar's performance: Excellent _____ Very Good _____ Average _____ Fair _____ Poor _____
 Was a wall-to-wall search performed at your location? Yes: _____ No: _____
 Were all known areas inventoried by ProBar Inventory Specialist? Yes: _____ No: _____
 *** Was a copy of this form left with the Site POC: Yes: _____ No: _____



PHASE III: PHYSICAL INVENTORY/DATA TRANSFER

Site Arrival

Our Inventory Field Supervisors and Inventory Specialists will arrive at each campus as scheduled. At that time, we will tour the building with the POC, ensuring all questions are addressed prior to the start of the physical inventory. After viewing each campus, the Field Supervisor will determine the optimal approach for performing the physical inventory. Our Inventory Field Supervisor will instruct each of our Inventory Specialists where to begin and the direction to proceed. Our Inventory Specialists will be instructed to perform a wall to wall search of each area they inventory prior to exiting. This search is intended to ensure that no items are missed during the physical inventory. Each IS will be provided a list of expected assets.

On-Site Physical Inventory

The onsite portion of the inventory begins with each Inventory Specialist being assigned a defined area of the campus to thoroughly inventory. They will be instructed on the start point, the direction to proceed, and the process for each room type they enter. The Inventory Specialist(s), or IS(s), will approach an item to be inventoried. ProBar's Inventory Specialist will search for a YPSD asset tag on the item being inventoried. Next the IS will turn on his/her handheld scanner and choose the inventory function. The program will prompt the IS to enter his/her initials into the scanner so that we can review and audit records by IS. The program will then ask the IS to choose the campus location from a dropdown list in the handheld scanner/reader. By using the dropdown list we can essentially remove any errors or discrepancies from this field in the collected data by only offering valid location information. The IS will then enter the room number or other specific location within the building of the item being inventoried. The IS will place a new asset ID label (bar-code) on the item being inventoried, if a label is not found. The IS will then scan the bar-code or enter the bar-code number into the scanner/reader. This scanner will be programmed to only accept pre-determined bar-code formats which will aid in mitigating discrepancies. Additionally, the scanner will review a "Valid Barcode" list integrated into the scanner program with all possible values in the label set being used. Next, the Inventory Specialist will collect all of the pertinent data fields for the asset being inventoried. Pertinent data fields include: All data fields required by the YPSD and outlined in our understanding of the scope of work in this proposal. When all information has been collected from the asset the IS will choose to "review record" from their handheld device.

At this time, the information that has already been captured by the IS will appear in a validation screen on the scanner. The IS will be asked to verify that the information collected for this record up to this point is correct. When the review is complete the IS will choose "save". The handheld device will attach a date and time stamp and finalize the record. If existing

information for the asset has been previously provided by the YPSD, that information will appear to the IS once the Asset ID label has been scanned. In that scenario the IS will thoroughly review the known data fields and make any changes necessary to correct any errors or omissions from the YPSD-known data.

Closing

Upon completion of the physical inventory, the ProBar Team's IS will verify that the number of records inventoried corresponds with the number of assets expected from the YPSD-provided data and our initial walkthrough. At this time, our Field Supervisor will perform a final site walk-through with our IS's to make certain no items have been missed.

Upload

Upon return to our team headquarters, ProBar's Data Specialist will upload each handheld unit from all inventory teams. At this time, records will be stored according to site in both a master database; as well as, a backup database on our internal file server as well as external backup storage device. Data will be edited based on any "item modification" cards collected. Item modification cards are turned in when the individual performing the inventory feels he/she may have entered incorrect data. In such case, the IS writes down the correct information, and this data is then cross-referenced upon upload to ensure data integrity.

Data Formatting

Our Data Specialist will format all data into the correct format to be sent to our PIM system for subsequent transmission to the YPSD. Additionally, our Project Manager or Data Specialist will create all YPSD mandated reports at this time. All data will be provided in the form of Microsoft Excel spreadsheets or delimited text files based on the preference of the YPSD.

PHASE IV: INVENTORY CLOSING

In-House Group Summary

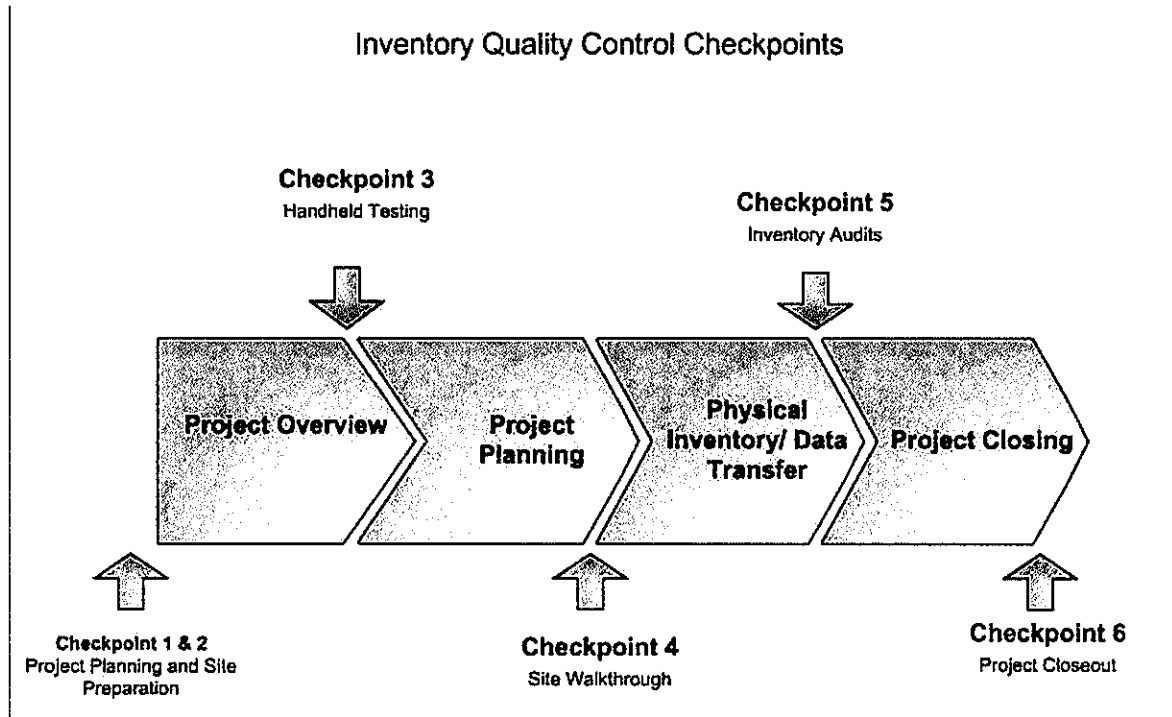
Upon completion of the physical inventory, ProBar's Project Manager and Assistant Managers will meet with our staff to discuss overall project outcomes. At this time, we will verify that all data has been properly stored; formatted; and delivered. All lessons learned will be compiled at this time for delivery to YPSD personnel to be utilized for future inventory engagements. Often our lessons learned documentation has a great deal of insight specific to each location with regards to personnel, equipment locations, unique storage scenarios, unique security concerns, and general scheduling requirements. All of this information greatly reduces the research needed to successfully complete future engagements.

Client Closure

ProBar's Project Manager will meet with the YPSD Coordinator to address any final issues and make sure that the YPSD is satisfied fully with all delivered products and services. At this time we will provide any recommendations for the future, deliver any lessons learned documentation, and determine if anything else we can assist the YPSD with moving forward.

2.1: FIXED ASSET INVENTORY QUALITY CONTROL CHECKPOINTS

These QC procedures are overseen by ProBar’s Quality Assurance Specialist team. The checkpoints and procedures are broken down below.



QC Checkpoints 1 and 2

During the project planning phase, ProBar familiarizes our personnel with the scope, objectives, and time frame of the project. This includes creating a definitive list of asset types to be captured cooperatively with the YPSD, using best-practices guidelines. We also develop the project work plan that serves as our performance/deliverables guideline throughout the life of the engagement. We perform site-preparation and verification activities with the YPSD POCs at each inventory location, to minimize disruption to YPSD business operations and establish a comparative baseline of anticipated inventory counts (an initial cross-check with any SUSD-provided inventory data). Finally, we compile individual site packets to ensure the thoroughness and accuracy of each physical inventory.

QC Checkpoint 3

In conjunction with implementation of the PIM System, ProBar will test all handheld devices to ensure seamless compatibility with YPSD data, tag types, and proposed inventory process.

QC Checkpoint 4

ProBar will perform a walkthrough at the start of each physical inventory, to familiarize our personnel visually with the scope/location of property and to help ensure inventory thoroughness. Then, upon completion of the daily physical inventory, our Inventory Specialists verify that the number of records inventoried matches or exceeds the number of assets provided in the spreadsheet from the YPSD. Additionally, as another step during this QC checkpoint, our Quality Assurance Specialist performs a site walkthrough to verify no items were missed (Each asset is tagged with a color coded dot based on a different color and labeled with the year each year the inventory is performed). Finally, as additional safeguards during this QC checkpoint, captured inventory data is uploaded both to a master and backup database and edited based on any Item Modification Cards turned in by the field inventory personnel. To ensure data integrity, the manually corrected information on any such cards is cross-referenced with the information captured by the handheld computers. ProBar's PM also verifies that the uploaded data is in the required format.

QC Checkpoint 5

As part of our standard operating procedures, our Quality Assurance Manager will perform inventory audits following the completion of a campus. This audit will serve as a checkpoint for ensuring that inventories are being performed accurately and in accordance with ProBar's proposed policies and procedures. This allows us to ensure that our Inventory Specialists are capturing data according to our proposed process; as well as, a double check for data accuracy. Each Inventory Specialist is audited during this process to make sure our quality is consistent across the district. Additionally, this audit ensures customer satisfaction at the school level by following up with school representatives and performing brief interviews.

QC Checkpoint 6

As part of our project closeout activities, ProBar will meet with the designated YPSD POC(s) to ensure all work-plan deliverable requirements have been met and to ensure the YPSD's satisfaction with the provided products/services.

2.2: RECONCILIATION

ProBar has significant experience reconciling physical inventory data to enterprise asset management systems data. Our team has performed countless reconciliation efforts; as well as, provided staffing services for the subsequent data entry and management of enterprise systems. Our reconciliation efforts, like our inventory efforts follow a phased approach to ensure accuracy and thoroughness.

PHASE I: DATA PREPARATION

Our initial phase of reconciliation is data preparation. This includes developing our exception reports and reviewing all data files to ensure completion. Additionally, any onsite data collected about potential missing assets is incorporated into our exception reporting at this time. For example, we may have been provided a list of disposed assets at multiple campuses that need to be removed from our exception list or damaged or known lost/stolen assets.

PHASE II: CONTACT REVIEW AND DATA COLLECTION

The next phase is our reconciliation team review of data with each site point of contact. We would ask them for input on any known items and to distribute this list to staff, as well. At this time, we will typically setup a generic group email account (example: YPSD@probar.com) for staff members to contact with information regarding missing assets. We outline the process for campus staff to email us information they have about the assets assigned to them. This phase usually lasts a few weeks; during which time, we manage responses and maintain a log of information about the missing assets.

PHASE III: VERIFICATION

This phase involves our Inventory Team revisiting sites to verify information provided by CPS campuses about assets that may have been missed during the initial physical inventory. During this phase our Inventory Specialists will also visit the last known location of the remaining missing assets to perform a check and ask the nearby staff for any information they may have.

PHASE IV: REPORTING

Upon completion of the verification phase, our Project Manager will merge all collected data into our original reports to finalize our deliverables. The exception report will now have any known or suspected information about any assets we are able to obtain; as well as, the source of the information.

2.3: PROPOSED INVENTORY PROJECT TEAM

EXECUTIVE MANAGEMENT

Proposed Personnel: Michael Moss, CPPM, CPPA, CPPS

The ProBar Management Team will be overseen by our NPMA certified professional property manager Michael Moss (CPPA, CPPS, and CPPM). Mr. Moss has more than 15 years of asset management experience at an executive level. Mr. Moss has led similar large scale engagements for the Albuquerque New Mexico Schools, Alexandria and Arlington Virginia Public Schools Districts, District of Columbia Public School System, Shelby County Public Schools, Memphis Public Schools, Murrieta Unified School District, Lockhart School District, Midland Independent School District, Prince William County Virginia, Department of Housing and Urban Development, US Capitol Police, US Department of Transportation, US Department of Education, US Department of Veterans Affairs, City of Denver Colorado, and the US Department of Treasury.

INVENTORY SENIOR PROJECT MANAGER

Proposed Personnel: Courtney Jennings (CPPS, CPPA)

Proposed Duties: Ms. Jennings will maintain direct oversight and management of the initiative as a whole. Ms. Jennings would serve as the main point of contact for YPSD staff members. Ms. Jennings would be responsible for the management, scheduling, staffing, budgeting, and adherence to project scope/goals.

Ms. Jennings has led similar engagements for Albuquerque New Mexico Public Schools, Central Consolidated School District, Shelby County Public Schools, Memphis City Public Schools, Toledo Ohio Public Schools, Lockhart School District, Newport News Public Schools, and Prince William County Virginia (300 + locations).

SENIOR EXECUTION SPECIALIST

Proposed Personnel: Tom Looney (CPPS, CPPA)

Proposed Duties: Mr. Looney will serve as an assistant to the Senior Project Manager as an advisor in the planning and execution of the engagement. Specifically, Mr. Looney will serve as a Subject Matter Expert in the area of fixed asset inventory approaches, team organization, resource management, and mobile device management.

Mr. Looney will assist our proposed Senior Project Manager in any other areas deemed necessary during the engagement.

Mr. Looney is an experienced Project Manager, having been with ProBar for more than 10 years. His resume includes many large-scale nationwide initiatives for education, federal, and

municipality customers such as: District of Columbia Public Schools, Murrieta Valley Unified School District, Toledo Ohio Public Schools, Midland Texas Public Schools, US Department of Transportation, FEMA, US Department of Justice, US Federal Election Commission, and many more.

INVENTORY FIELD SUPERVISOR LEAD

Proposed Personnel: Michael Leszczynski

ProBar's onsite inventory team(s) will be led by Mr. Michael Leszczynski. Mr. Leszczynski has extensive experience overseeing onsite inventories within school districts. He has been with ProBar for 10 years and manages onsite teams for dozens of projects annually.

Mr. Leszczynski recently completed the Alexandria City Public Schools inventory consisting of more than 150,000 textbooks and assets in multiple locations. Mr. Leszczynski recently led efforts for the physical inventory of the Friendship Public Charter School District, Manassas Public School District, Lockhart Texas Independent School District, District of Columbia Water and Sewer Authority. Last fall, Mr. Leszczynski oversaw the field team for an inventory initiative with the US Department of Transportation in Kings Point New York at the merchant marine academy. Mr. Leszczynski is currently overseeing Field Teams with the Central Consolidated School District in Shiprock New Mexico.

2.4: INVENTORY PAST PERFORMANCE

ALEXANDRIA VIRGINIA PUBLIC SCHOOLS

For the APS, the ProBar team performed a district-wide physical inventory of more than 30 locations and more than 90,000 textbooks and 50,000 assets. The inventory was performed to maintain federal compliance, increase asset transparency, increase management controls, and develop a baseline for the recently integrated Asset Management System. The textbook inventory is done annually to reduce replacement spending.

Name: Alexandria Virginia Public Schools

Services: Physical Inventory

Building Locations: 32

Asset Dollar Value: N/A

Contact: Stacey Johnson, stacey.johnson@acps.k12.va.us

Address: 2000 North Beauregard Street, Alexandria Virginia

Phone: 703-824-6644

Total Contract(s) Amount: \$350,000.00 +

Key Personnel: Michael Moss, Tom Looney, Michael Leszczynski

ALBUQUERQUE PUBLIC SCHOOLS

ProBar delivered a fixed asset inventory audit for the Albuquerque Public School system consisting of approximately 87,000 known assets and 30,000 previously unidentified assets located throughout 170 physical locations. The inventory included all movable assets with an original purchase price of \$1000.00 or considered “sensitive,” defined as computing equipment holding memory. Additionally, ProBar delivered a complete textbook physical inventory of the same 170 locations.

Name: Albuquerque Public Schools

Services: Physical Inventory, Inventory Reconciliation, Asset Tagging

Building Locations: 160

Asset Dollar Value: Approximately \$155,890,000.00

Contact: Michael Erwin, michael.erwin@aps.edu

Address: 6400 Uptown Blvd. NE, Albuquerque, NM 87110

Phone: 505-269-0 746

Total Contract(s) Amount: \$1,000,000.00 +

Key Personnel: Michael Moss, Courtney Jennings, Amelia Jennings, Erin Meinhardt

SHELBY COUNTY TENNESSEE

For the SUSD/Memphis City School Districts, the ProBar team performed a district-wide physical inventory of more than 270 locations and more than 290,000 assets. The inventory was initiated to develop a baseline of fixed assets to assist with the merger of the two districts. Additionally, the inventory was performed to maintain federal compliance, increase asset transparency, increase management controls, and develop a baseline for the recently integrated Asset Management Systems.

Name: Shelby County/Memphis City Public Schools

Services: Physical Inventory

Building Locations: 275

Asset Dollar Value: N/A

Contact: Alicia Lindsey, CFO, Lindseya@scsk12.org

Address: 160 South Hollywood, Memphis, TN 38112

Phone: 901-416-5619

Total Contract(s) Amount: \$974,000.00

Key Personnel: Michael Moss, Courtney Jennings, Tom Looney, Amelia Jennings

LA JOYA INDEPENDENT SCHOOL DISTRICT

ProBar delivered a technology asset inventory audit for the La Joya Independent School District consisting of approximately 38,000 assets located throughout 42 physical locations. The inventory encompassed a specific subset of technology asset-types including: desktops, laptops, tablets, e-readers, smart classroom technology, and others.

Name: La Joya Independent School District

Services: Physical Inventory, Reconciliation, Asset Tagging

Building Locations: 42 + Administrative

Asset Dollar Value: Not Appraised

Contact: Roel Hernandez, Technology Specialist, r.hernandez3@lajoyaisd.net

Address: 201 E. Expressway 83, La Joya, TX 78560

Phone: 956.323.2531

Total Contract(s) Amount: \$150,000.00 +

Key Personnel: Courtney Jennings, Amelia Jennings

PRINCE WILLIAM COUNTY VIRGINIA 2012 & 2014 & SLATED SUMMER 2016

For the PWC, ProBar performed a complete Capital, Critical, and Furniture asset inventory. The inventory included 162 office locations, 22 Fire and Rescue stations, 31 Park and Recreation locations, and 399 land parcels. In addition to the physical inventory, ProBar delivered a complete property valuation including buildings, land, improvements, machinery, and equipment. This valuation serves as the baseline for insurable values for the county.

Name: Prince William County Virginia

Services: Physical Inventory, Asset Management Consulting, Valuation Services

Building Locations: 215 buildings, 399 Land Parcels

Asset Dollar Value: N/A

Contact: Adam Manne, AManne@pwcgov.org

Address: 1 County Complex Drive, Woodbridge, VA

Phone: 703-577-2255

Total Contract(s) Amount: \$720,000.00

Key Personnel: Michael Moss, Courtney Jennings, Tom Looney, Marla Williams

: MIDLAND TEXAS INDEPENDENT SCHOOL DISTRICT

For the Midland ISD ProBar partnered with our K-12 Software solution partner Hayes Software to deliver a complete asset management inventory and management solution. Our team implemented the TIP Web-IT software solution and performed the physical inventory of more than 40 school locations, administrative locations, and transportation facilities. At the completion of the engagement the district had a complete picture and management grasp on all pertinent fixed assets! This inventory was expedited at the request of the district and completed in less than 20 business days.

Name: Midland ISD

Services: Physical Inventory, Software Solution

Building Locations: 44 Midland Texas

Asset Dollar Value: N/A

Contact: Brian Evans, brian.evans@midlandisd.net

Address: 615 West Missouri Street, Suite 707 Midland, TX, 79701

Phone: 281-686-4042

Total Contract(s) Amount: \$300,000.00 +

Key Personnel: Tom Looney, Joseph Cumberland, William Foote

2.5: VALUATION APPROACH

ProBar will work with our ASA certified partners at Porto Leone Consulting to finalize our valuation deliverables ensuring ASA compliance for insurance purposes and GASB reporting.

VALUATION KEY PERSONNEL

PETER G. HAGIALAS, ASA

Peter Hagialas will serve as overall project team lead. He manages the overall operations of PLC and assists with complex valuation assignments for purchase accounting, financing, tax and depreciation purposes, property tax analysis, operational and technical due diligence reviews, and cost segregation studies. Mr. Hagialas has over 25 years of experience in machinery and equipment valuation and cost segregation studies in a variety of industries including healthcare, telecommunications, media, entertainment, hospitality, pharmaceutical, manufacturing, aerospace and defense and commercial real estate. Previously Mr. Hagialas was a Director with Standard & Poor's/PricewaterhouseCoopers LLP Corporate Value Consulting and a Senior Manager with Arthur Andersen LLP. He holds an Accredited Senior Appraiser designation from the American Society of Appraisers.

BRADLEY J. VENISNIK, ASA

Brad Venisnik will lead the team valuing the tangible personal property. Mr. Venisnik has 20 years Big Four experience, including 16 years as an experienced senior manager at Ernst & Young, assisting clients in the healthcare, paper & forest products, printing & publishing, iron & steel, transportation & infrastructure, retail, telecommunication, brewing, food processing, mining, and automotive industries. He has performed analyses for US GAAP, IFRS, property tax, litigation, insurable value, financing, and US federal tax. He holds an Accredited Senior Appraiser designation from the American Society of Appraisers.

WALTER W. O'CONNELL III, ASA, SCSP

Walter O'Connell is a Senior Consultant will lead the team valuing the buildings and improvements. Walt is responsible for managing building cost estimating, cost segregation studies and tangible asset valuations. He has provided these services to clients in a variety of industries for over ten years. He is an Accredited Senior Appraiser ("ASA") with the American Society of Appraisers, a member of the Association of Production and Inventory Control Supervisors ("APICS"), and is an Accredited Senior Cost Segregation Professional ("SCSP") with the American Society of Cost Segregation Professionals ("ASCSP") and is a member of the American Economic Association.

2.6: VALUATION SCOPE OF SERVICES

FIXED ASSET VALUATION

For all capital assets identified during the inventory, we shall provide and calculate the following data:

- Replacement cost for all buildings, machinery, and equipment using a \$500 acquisition threshold.

Replacement Cost New (RCN) is the estimated cost of replacing an existing asset with one of equal utility, although not necessarily using the same materials or the same design as the existing asset because of changes in technology, design, building techniques and/or costs. Sources of RCN include published price and estimating guides, dealer list prices, vendor quotes, and the school district's recent purchases with primary reliance placed on Marshall Valuation Service's (MVS) Calculator Cost Method (CCM). The CCM develops a total price per square foot based on each building's occupancy, class of construction, and construction quality. This cost reflects the total labor, material, incidental costs, and architect's and engineer's fees as well as an allowance for developer's profit and fees and interest paid during construction, making this final amount the total current replacement cost new.

- Historical cost for all buildings, machinery and equipment using a \$5,000 acquisition threshold.

Historical cost is defined as the cost of a property when it was first placed into service by its first owner. We shall estimate historical cost by applying deflationary indices published by MVS and the US Bureau of Labor Statistics to the RCN for each asset or group of assets based on original build or in service date. Application of these indices serves to bring the RCN back from current dollars to original dollars (i.e., historical cost).

2.7: CAPITAL ASSET VALUATION APPROACHES

In this engagement, we will utilize proven, industry-standard valuation procedures to determine the required values of the Assets. These techniques will include the cost, income, and market approaches, described in further detail below. In order to properly value the Assets, all three approaches will be considered for each asset. However, depending on the nature of the asset, one valuation approach may be relied upon more than the others.

TANGIBLE ASSETS

ESTIMATE THE REPLACEMENT COST OF THE SUBJECT ASSETS

To arrive at the Replacement Cost (RC) we utilize the direct cost method where available, and the indirect cost method. In the direct cost method, the RC is estimated through discussions with management, or current cost information from manufacturers, distributors, and published cost data. For items that are not priced by current equipment manufacturers and for which market information is not available, we utilize indirect costing. The indirect cost method applies published price inflation index figures from sources described below. We arrive at a RC for the subject assets by multiplying their historical costs by these index figures.

An index is a percentage relation between the cost of an item at any stated time and its cost at a base period. A cost index is the result of tracking cost over time. Indices are used to bring previously established costs of equipment up to date or back in time and to compare typical costs established at different times and locations, or to form a basis for forecasting future cost changes. Indices have been widely used to trend original cost records to estimate replacement cost at prices prevailing at a certain date. The use of indices for an appropriate property item or group will provide a reliable guide to changes in cost.

An example of how an index would be used to bring a historical cost forward in time to current cost would use the formula that follows.

Multiplier (for known date) * Known Cost (as of a specific date) = Present Cost

The equipment indices are predominately produced from information obtained from the Producers Price Index as published by the United States Department of Labor, Bureau of Labor Statistics, a monthly publication which reports on producer price movements including text, tables, and technical notes. We track several industries from this publication. We also utilize indices produced by Marshall Valuation Service, which represents a composite of the equipment costs of an entire industry. The cost of individual plants or pieces of equipment may deviate from the given index, but in a typical industry, the overall costs will follow the index. The indices are national averages and are updated quarterly.

COST APPROACH

The Cost Approach measures the value of an asset by the cost to reconstruct or replace it with another of like utility. To the extent that the asset being valued provides less utility than a new asset, the reproduction or replacement cost new would be adjusted to reflect appropriate physical deterioration, functional, and economic obsolescence.

- **Reproduction Cost New** – The cost to recreate the property in like kind with as nearly an exact replica as physically possible.
- **Replacement Cost New** – The cost, using current labor and materials, to construct or acquire property of similar utility to the asset under appraisal. Substitute property would be perceived by an investor as being economically equivalent.
- **Physical Deterioration** – The loss in value of the property brought about by wear and tear, action of the elements and environment, and all other physical factors that reduce the life of the property.
- **Functional Obsolescence** – The loss in value of the property due to changes in technology, materials, or process resulting in inadequacies, over-capacity, excess construction, lack of utility, and / or impact of excess operating costs.
- **Economic Obsolescence** – The loss in value of the property caused by external forces such as legislative enactments, environmental regulations, and/or changes in market supply and demand relationships.

Market value opinions using the cost approach are based on the current replacement and/or reproduction costs of the property or asset as if new. Replacement or reproduction costs are typically obtained from manufacturers, their representatives or vendors, and/or published price lists. One form of reproduction cost is estimated by applying indexes to the historical, first original acquisition costs. The indexes are selected from various nationally or industry accepted and recognized published cost indices.

Depreciation factors, representing both deterioration and obsolescence, are then applied to each asset's replacement, reproduction, or indexed original acquisition cost to estimate the value of an asset. Depreciation factors representing the property's loss in value due to deterioration and obsolescence are typically based on the expected economic life of the asset, the effective age of the asset, and its functional and technological status or utility. An asset's effective age reflects its estimated current physical condition and remaining service life, considering the extent and regularity of maintenance, overhauls, and/or rebuilds. Obsolescence is a comparative measure of the available utility of a new asset to that of the subject including any regulatory or economic penalties against the subject.

INCOME APPROACH

The Income Approach measures the value of an asset by the present value of its future economic benefits. These benefits can include earnings, cost savings, tax deductions, and proceeds from its disposition. Value indications are developed using this technique by discounting expected cash flows to their present value at a rate of return that incorporates the risk-free rate for the use of funds, the expected rate of inflation, and risks associated with the asset. The discount rate selected is generally based on rates of return available from alternative investments of similar type and quality as of the valuation date.

MARKET APPROACH

The Market Approach estimates value based on what other purchasers and sellers in the market have agreed to as prices for similar items. This approach relies upon the principle of substitution, which states that the limits of prices tend to be set by the prevailing prices of equally desirable substitutes. Data is gathered and analyzed on reasonably comparable assets from market representatives or sales people, used equipment dealers, specific remarketers, published or known sales or transactions, or asking prices. Adjustments to the comparables' market or asking prices are then made for such factors as market conditions, location, conditions of sale, desirability, etc. Each of the resulting adjusted prices leads to an estimate of the price one might expect to pay for a similar property or asset equivalent to the subject in like condition, similarly situated and operable.

We will not be auditing any financial statements or performing test procedures with respect to information in conjunction with this engagement. Our services are not designed, nor should they be relied upon, to disclose weaknesses in internal controls, financial statement errors, irregularities, illegal acts, or disclosure deficiencies.

BUILDINGS

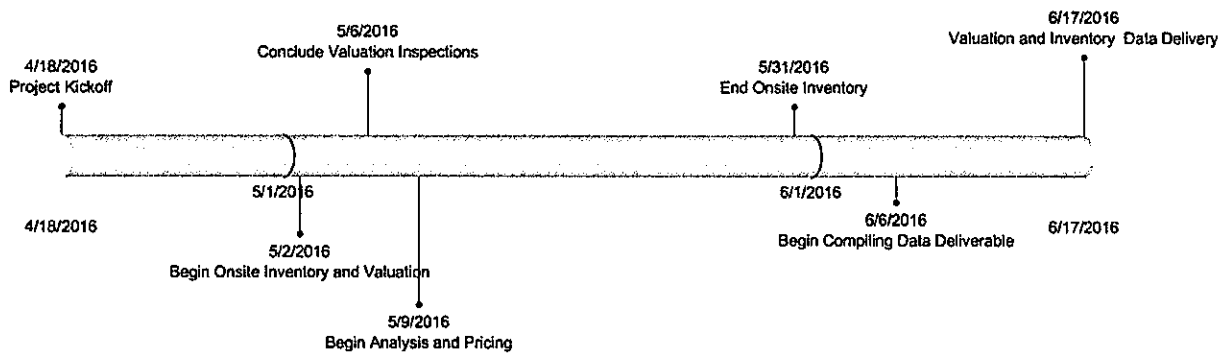
CALCULATOR COST METHOD

In order to estimate the current replacement cost new of the buildings, the square footage of each building, the construction class, and the results of a field inspection by our staff will be applied to the Marshall and Swift Calculator Building Cost System. This cost reflects the total labor, material, and incidental costs, as well as contractor's profit. Then, an amount will be added to this total to reflect the architect's and engineer's fees and interest paid during construction, making this final amount the total current replacement cost new.

The replacement cost new for buildings and site improvements excluded from the insurance contract will be identified and deducted from the total replacement cost new to estimate the insurable replacement cost if applicable to the school district.

2.7: INVENTORY AND VALUATION TIMELINE

Yonkers Public School District Inventory and Valuation Timeline



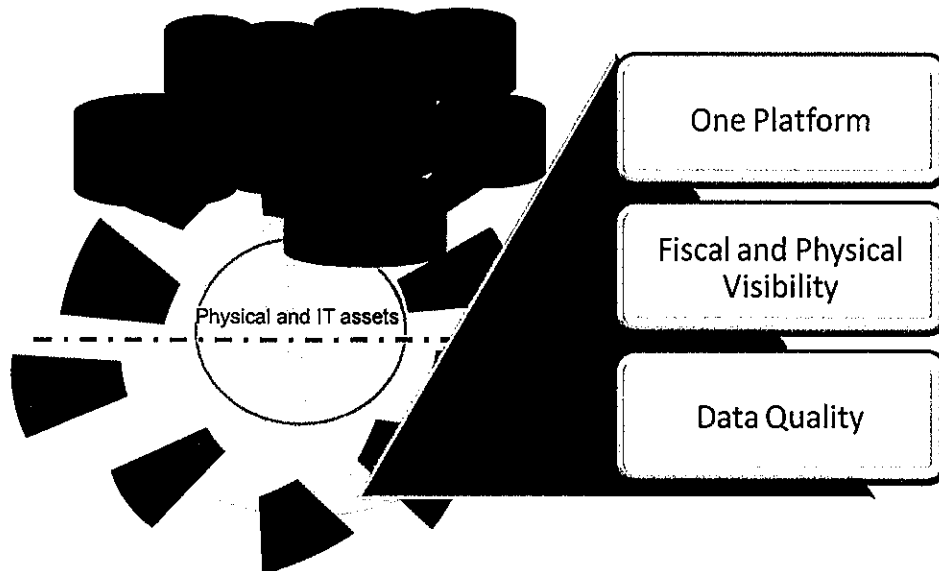
3.0: PROPOSED SOFTWARE APPROACH

EQUIP! – EAM SOFTWARE SOLUTION

Enterprise Asset Management (EAM) software manages the fiscal and physical information of the assets, including physical and IT assets, throughout their life cycle. It needs to collect all the information from different sources and integrate them in one application to efficiently support the business processes of managing assets.

eEquip! is designed to be a platform that collects all the data from different applications and update the data to other applications. It is not an isolated application. It is designed to be integrated to other applications to enable data efficiency.

Figure 1: eEquip! is a Platform for Enterprise Asset Management System



3.1: EQUIP! FEATURE OVERVIEW

eEquip! has all the key features of an EAM system to track the financial, contractual, and physical information of assets throughout the life cycle. **Please see the included eEquip! System Screenshots and Details to review examples of the system capabilities:**

- One centralized asset database accessed via a Web Based interface
- Visually organize assets by site, zone, buildings, and floors and import customers' physical layout schema
- Asset classification to support GASB 34 financial reporting
- Complete depreciation calculation and generate reports
- Store contracts and other documents
- Integrate with Procurement/ERP (Oracle) and Accounting systems, and track costs from acquisition to retirement
- Allow searching and sorting by key words, fields and more
- Track chain of custody for physical assets
- Support required approval and authentication for asset transfer events
- Store standard reporting templates and customize reporting templates
- Easy import and export with Excel and CSV files
- Complete periodic inventory audits and remote data collection using mobile scanners (Android and Window Mobile OS), PDAs, Tablets and mobile devices operating on Android and iOS
- Track assets and vehicles with RFID tags and GPS devices
- Inventory management (e.g. consumables)
Record complete audit trail and export details

3.2: EQUIP! SOFTWARE TECHNICAL DETAILS

PRODUCT NAME:

eEquip! 6.5

TIME ON THE MARKET AND VERSION HISTORY:

The below eEquip! version history only takes into account major releases. Software patches are not referenced.

- eEquip! 6.4 – September 2012
- eEquip! 6.4.6 – December 2013
- eEquip! 6.4.11 – March 2015
- eEquip! 6.5 – October 2015

INTEROPERABILITY AND ACCESSIBILITY

eEquip! is a Web Based system that is accessible across a local area network or via the World Wide Web. Users may access the web based system using a desktop/laptop and tablet. The eEquip! license and SaaS products presented in the proposal do not impose a user (“seat”) limit. Up to 450 **concurrent** users may access and transact in the system simultaneously. The system may be installed and managed on virtual machines.

- Application Server – Windows Server 2008 or greater
- Database Server – SQL Server 2008 or greater
- Client Operating System – Windows 7 or greater, Mac OS X, Android, and Linux
- Supported Web Browsers – Internet Explorer, Chrome, Safari, Opera, and Firefox
- eEquip! Mobile App Supported Operating Systems – Android, iOS, and Windows Mobile

All pre-integrated modules packaged in All Inclusive eEquip! system:

eEquip! is an all-inclusive product. Any “modules or plug-ins” are included with the system at no additional cost. This means the purchase of a license grants our customer’s full access to all system capabilities. Here are examples of eEquip! capabilities that are typically sold as modules (**Please see the included eEquip! System Screenshots and Details to review examples of the system capabilities**):

1. Fixed Asset Valuation System – Supports the valuation calculation and reporting of various asset classes, monthly closing, and general journal entries.
2. Work Order Management Tool – Manage the preventative and breakdown maintenance for your assets. Identify parts and labor utilized for each work order.

3. Item Assignment/ Resource Scheduler - Efficiently assign assets to a person and/or location. Additionally, manage resources (equipment, material and personnel) deployments with this tool. Track destination, custodian, due back date, and reimbursement values.
4. Transfer with Work Order – Using structured workflow request/approve/receive an asset transfer for to a custodian and/or location.
5. Assembly Builder – Link components to an assembly (parent/child relationships).
6. Material Allocation Tool – Manage material inventory utilization with this tool.
7. Automated Messaging System - Automatically send reports to stakeholder’s email, transaction event email and SMS messaging
8. RFID and GPS Middleware – Middleware enables the use of GPS and RFID tracking methods
9. Barcode Generator – Design, populate and print asset tags. Supports 1D and 2D barcodes
10. Auto-populate reporting – The system can auto-populate any form with data that resides in the system: reports, contracts, work orders, hand receipts...
11. Mapping/Floorplan Graphic – View asset locations on floor plans, imbedded Google maps, and site plans.
12. Custom Report Tool – Create custom reports on the fly filtering by any combination of data fields.
13. Network Scanning Integration – Easily import asset information for new assets, update existing records, and identify machines with installed software from network scanning tools.
14. Configure Workflow Tool – Create/modify structured workflow in the system for any property process.
15. eEquip! Mobile – Unlimited installs of the mobile app for Android, WinMobile, and iOS operating systems.

3.3: ONBOARDING: IMPLEMENTATION METHODOLOGY AND PROJECT MANAGEMENT SOLUTION

SUMMARY

The OnBoarding Service includes all steps needed to standup the Enterprise Asset Management system eEquip!™, and ensure the successful management and valuation of the assets. The purpose of the service is to setup the eEquip! application so that it meets all contract requirements (including all policies outlined in the GASB 34, successfully import all asset data reconciled during the Phase In process, and train all end users).

While eEquip!™ is designed to manage enterprise assets “out of the box”, the system is designed to be setup to suit the organization’s needs. The information gathered and analyzed from the RFQ requirements and the Kick Off phase provides the details needed to setup and configure the eEquip!™ system. Components included in the implementation service (OnBoarding) are listed below:

1. Data conversion and migration
2. Establishing user rights & roles
3. Configure asset, personnel and location category tree
4. Customize asset, personnel and location data fields
5. Load reports library, create/modify reports
6. Integrate eEquip!™ with other systems
 - Integration with existing systems is **optional**, please request pricing if desired
7. Establish dashboard key performance indicators for users
8. Setup required workflows
9. Setup dynamic messages (triggered email alerts for stakeholders)
10. Create user roles and establish permissions
11. User training

3.4: ONBOARDING TEAM

JACKIE LUO, ONBOARDING PROJECT MANAGER

Jackie is a seasoned business executive with a range of experiences in strategy, business development, channel management, sales operations, and marketing. She has worked for several Fortune 500 companies in the wireless, enterprise software, and financial services industries, including five years as the Director of Strategy and Business Development at the wireless carrier Sprint. Jackie was a consultant with McKinsey & Company. Jackie holds an MBA from the Wharton School of Business.

ERIC BESER, ONBOARDING PROJECT MANAGER, CHIEF SOFTWARE ARCHITECT OF EQUIP!™

Eric has over 30 years of software engineering, logistics and process management experience. In addition to being a small business owner for over a decade, Eric has worked with Westinghouse Defense and Electronic Center (now Northrop Grumman) and NASA, and brings a wide variety of government and private enterprise experience. He is the chief architect of the company's software products, including the web based software eEquip!™, mobile scanner software eEquip!™ Mobile, and mobile applications on iOS and Android. Eric holds a Master Degree in Computer Science from University of Maryland (partial work at Carnegie Mellon Software Engineering Institute), and was a US technical advisor for ISO 55000.

Eric will manage the OnBoarding project and provide technical support during the software OnBoarding phase. Specifically, Eric will be directly involved on projects concerning system setup, modifications, custom tool creation and eEquip!™ integration with other software systems.

ALEX BARENBLITT, SUPPORTING CONSULTANT, PROPERTY MANAGEMENT

Alex has many years of experience in leading teams to effectively manage enterprise assets, both for private companies who want to adopt best practices in asset management and for government contractors required to meet FAR and DCMA requirements. He is a voting member of the property management standard body ASTM E 53 Committee. He is the former president of the National Property Management Association Harbour Lights Chapter (Baltimore, MD). Alex is a Certified Professional Property Manager (CPPM) and a Certified Six Sigma Green Belt. He holds a B.S. of Business Administration from Penn State University, and a MBA from Loyola University of Maryland.

RALPH BOECKER, DIRECTOR OF CUSTOMER SUPPORT, EQUIP!™ AND MOBILE EQUIP!™

Ralph is a former Air Force Officer. After retiring from the Air Force, he has served in the government contracting and law enforcement industry. Ralph has helped many of our customers install and implement asset management software solutions. He is passionate about customer service, and continuously integrates what he learns from customers to improve our

products and services. In this role, Ralph is responsible for leading a team that provides 24/7 eEquip!™ customer support that either meets or exceed customers' expectations.

3.5: ON-BOARDING DETAILS

KICK OFF MEETING

The kick off meeting will launch the OnBoarding (Implementation) service. Working with many organizations that implement eEquip! to manage inventories at multiple sites, we have developed a proven and repeatable OnBoarding process. The kick off meeting helps communicate the service plan and organize the most critical aspects of implementation. Below is a common meeting agenda:

- Introduction to Project Goals and Objectives
 - From user point of view – what do you expect?
 - What is the timeline for implementation?
 - What are the special needs and requirements?
- What is in scope of OnBoarding?
- What is not in scope?
- What is the acceptance and change process?
- What is the implementation checklist?
- What are the action items?

LEGACY DATA

E-ISG will manage the data conversion and migration for all sites. This step involves receiving the legacy data and ensuring it contains all intended information. We will transfer the contents to an import template for integration into the eEquip! system.

SYSTEM SETUP AND CUSTOMIZATION

A major feature of the eEquip! system is its flexibility. Virtually all nomenclature in the system can be modified, user access can be defined down to the most granular of levels, reports can reveal any asset system detail, and all property related local/state/federal forms can be integrated and auto-populated. The facility management system includes a standardized framework, this piece of the service helps to provide a familiar and predictable environment.

In this phase we take into account the contract requirements and the Yonkers school district desires to set up the system as needed.

TRAINING

The OnBoarding service will also include training for all system users. We will use a combination of onsite and webinar training sessions.

eEquip! training utilizes multiple resources. The exact application of the training program will be determined during the analysis and documentation stage:

1. On-site training
2. Webinar training sessions
3. An hosted test system will be provisioned for use as a zero impact training and implementation environment.
4. Provide users with appropriate eEquip!™ Operation and Maintenance Manual, Quick Help Guide, and procedural documents.
5. E-ISG will provide qualification standards for all user/operator, trainer, and oversight positions and shall assess personnel proficiency throughout training

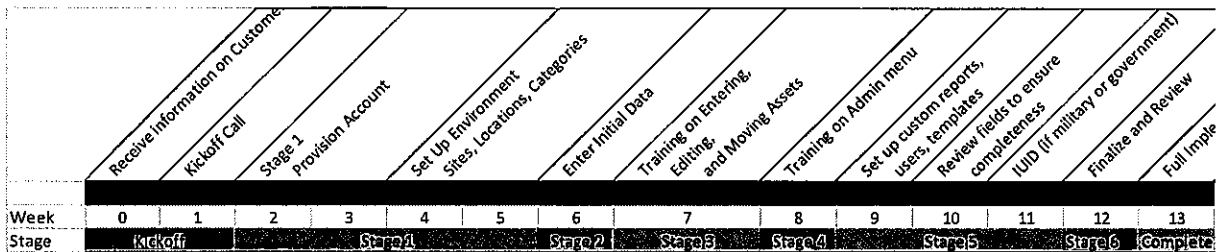
3.6: TIMETABLE FOR IMPLEMENTATION AND DEPLOYMENT

Deploying an enterprise asset management system successfully will require optimizing business processes, streamlining the enterprise systems, and training the stakeholders on the methodology and discipline in managing assets. Organizations would also need to inventory all the assets, tag them, and reconcile them with purchasing data and other financial records, before they deploy the software. These are key success factors for managing enterprise assets.

To support the customer on boarding process, E-ISG has a dedicated project manager, pulling in specialized resources from our customer support team in different stages.

- For a standard implementation that doesn't require customized system integration, if the customer organization provides the needed support, data, and finish their tasks on time, it will take between 3-4 months to complete the on boarding process.

A typical implementation plan:



THE OUTCOMES FROM THE CUSTOMER ONBOARDING PROCESS:

1. Customer has all the identified asset data in the eQuip! system. The assets are named, organized as you specified. The standard and customized reports are available anytime. The workflow processes are automated as you defined.
2. Software integrations have been fully tested and perform as expected.
3. All designated users have received their training to use eQuip!.
4. Customer has documentations to support the internal business processes for managing physical assets.

WHAT CUSTOMER NEEDS TO DO TO ENSURE A SMOOTH TRANSITION TO THE EQUIP! ASSET MANAGEMENT SYSTEM:

1. Designate a project manager, set the timeline and goals.
2. Identify all the stakeholders (Finance team, IT team, Property team), inform them and ask them to provide information to the project manager in a timely manner.
3. Attend the training sessions early on to give yourself time to get familiar with the eEquip! tools. eEquip! is a robust system, with tools and workflows. It does require some time to get used to it.

3.7: EQUIP! MAINTENANCE AND SUPPORT

eEquip! Maintenance and Support provides everything an organization needs to ensure successful use of the system year after year. Below are the components of the Maintenance and Support:

- Access to the Support Site
 - Submit help tickets (guaranteed response time in less than 2 hours between 8:00 AM – 6:00 PM Eastern Time)
 - Submit bug fix (guaranteed response time in less than 2 hours between 8:00 AM – 6:00 PM Eastern Time)
 - Download Quick Help Guide and Administrator Manual
- Software Updates and Patches
 - Major Release Updates twice per year
- Phone Support via toll free number
- 24/7 Emergency Phone Support Available
- 20 hours of dedicated technical support, hours are commonly used for:
 - Additional user training
 - Custom workflow creation
 - Custom report assistance
 - Business process consulting

4.0: HARDWARE INTEGRATION APPROACH

4.1: HARDWARE

Automated data collection uses barcodes, RFID tags, or other technologies like magnetic strips to automate data entry, thereby eliminating the inefficiency and errors produced by manual data entry via keyboard. Barcoding Inc. provides affordable data collection systems specifically designed for a wide variety of business and **government** operations. Organizations both small and large benefit from these systems by reducing their costs and improving customer service.

- Barcode Data Collection
- Wireless Data Collection
- RFID Data Collection
- Mobile Data Collection

4.2: CONSUMABLES BY BARCODING™



Barcoding's business division, Consumables by Barcoding™, is your resource for application-driven consumables – from labels and ribbons to print heads, prime labels, shelf labeling, aisle labeling, placards, reflective labels, and more. With more than 50 years of combined experience, our media specialists are dedicated specifically to delivering the right labels for your unique business requirements.

While seemingly a small component of your overall solution, the wrong label can cause major costs and delays. Barcoding will ensure your label fits your unique application.

4.3: RFID BY BARCODING™

RFID by Barcoding™ is a dedicated practice for the design, development, implementation, and advancement of Radio Frequency Identification Technology (RFID). Our experts have been involved with the practical implementation of RFID technology for over 200 companies in industries ranging from manufacturing and distribution to healthcare, retail, government, and education. Our mission is to empower our clients to achieve greater visibility in their business through the use of RFID technology.

4.4: TWO-WAY RADIOS BY BARCODING™

Two-Way Radios by Barcoding™ delivers the latest in two-way business radios to support the communication needs of your business, including the Motorola CLP Series, CLS Series, DTR Series, RDX Series, RM Series, accessories, and service.

Barcoding is uniquely positioned to seamlessly drive the success of «Account_Name»'s deployment.

4.5: SERVICES BY BARCODING™

Services by Barcoding™ is a division dedicated to the implementation and support of data capture and mobility systems. Barcoding's GoLive Services™ provide the right blend of deployment services to ensure that our clients' are up and running right out of the box. StayLive Services™ secure our clients' investments in mobile technology by keeping their businesses productive and connected at all times.

GOLIVE SERVICES™

>> GoLive Services™

Barcoding's GoLive Services™ program include each of the features described below. Although simplistic in nature, they are extremely important to The City of Yonkers/Yonkers YPSDucation's success and require orchestration and management skills that are second-to-none. While it is recommended to take advantage of all GoLive Services, it is possible to cherry-pick from the list.

HARDWARE INSPECTION

The most essential step in any given project is ensuring that all equipment is free of damage and in working order. Upon receipt at Barcoding's Tech Center, all hardware is thoroughly inspected. In the event that the condition of the equipment is unacceptable, a replacement request will be submitted to the manufacturer.

BATTERY CHARGING

Upon passing the initial hardware inspection, the device will be fully charged and prepared for staging and configuration.

STAGING AND CONFIGURATION

To ensure the success of your overall project, establish realistic expectations, and prevent any delays, your Barcoding representative will work with you to define the configuration settings necessary for the wireless devices. Once these settings have been determined, they will then be installed on each device during the configuration stage.

SYSTEM TESTING

Barcoding Technicians will conduct a series of industry-standard tests to verify that the equipment is providing the required signal strength and coverage and that the device and software are working properly. This step is instrumental in preventing unexpected delays.

SOFTWARE LOADING

In addition to configuration, Barcoding will ensure that all appropriate software applications are successfully loaded onto each and every device prior to deployment. In addition, an image of your device that contains the loaded software applications and user-configured settings will be retained at Barcoding to expedite future repairs and returns.

CELLULAR ACTIVATIONS

Managing cellular providers can be a burdensome task in the overall process. Barcoding's WAN Activation Service provides your organization with a designated intermediary who will communicate with your cellular providers to activate, deactivate, and manage your plans for you.

KITTING

When needed, each device will be kitted with accessories, cables, spare batteries, documentation, manuals, repair information, etc. Barcoding's Shipping Manager will confirm that the package is complete prior to processing the shipment.

STAYLIVE SERVICES™



Barcoding's service and support far exceed the initial deployment of your equipment. Our StayLive Services™ provide The City of Yonkers/Yonkers YPSDucation with the extended help needed if devices break down, applications cease to function properly, or inventory issues arise. The features of this program, as detailed below, are instrumental in the continued success of your mobile solution.

ASSET VISIBILITY: BARCODING ONLINE SERVICES (BOS™) PORTAL

BOS is a unique web-based tool developed exclusively for our customers to provide visibility and control during roll-outs and to deliver long-term asset visibility.



The BOS portal allows clients to sort and find equipment by item number, item type, serial number, location, and status. With one click, the icon next to each asset opens up, enabling review of the equipment properties and a way to create and manage repair requests. BOS can find **where** a device is installed, **when** it was installed, and **with what configuration** parameters. Additionally, the system can track the complete history of every device, including repairs and installation history.

While the BOS portal is fully functional as a stand-alone system, Barcoding also integrated the portal into its case management system running on Salesforce.com. For customers that wish to track mobile assets within their own internal help desk infrastructure, Barcoding's Software Services Group (SSG) can provide API's or tools for integration. SSG can also embed BOS's functionality into a range of ERP and CRM platforms.

In addition, BOS is integrated to the Motorola and Intermec RMA portals, which allows our customers using that hardware to leverage our platform for end-to-end RMA management.

REPORTING CAPABILITIES AND KEY FEATURES:

With BOS, The City of Yonkers/Yonkers YPSDucation can:

- Store important information about equipment, locations, and configuration.
- Run pre-built or customized reports with multiple filters – order history and invoices.
- Easily locate mobile assets via map and/or color codes.
- Take advantage of its searchable knowledgebase.
- Open cases and generate RMA's online 24x7x365.
- View complete support and repair history for any mobile asset.
- Run reports on order history and invoices.
- Print reports directly from the portal or download to PDF, Excel, and other formats.
- Access complete support and repair history for any mobile asset.

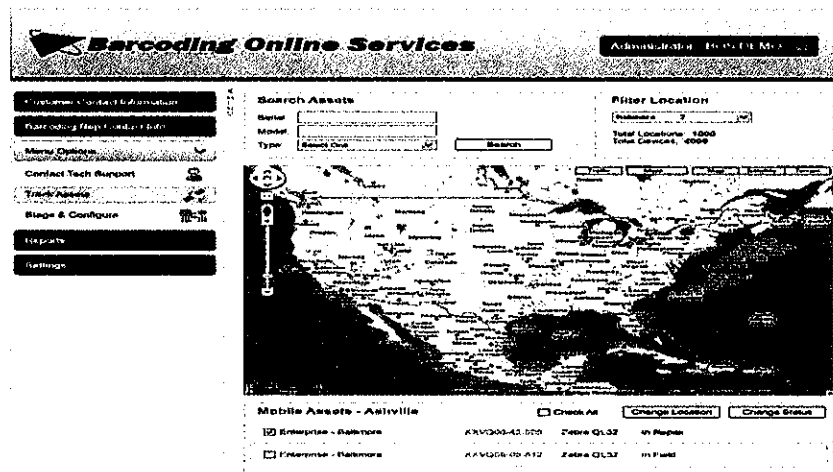
*In its current form, BOS allows «Account_Name» to **quickly aggregate mobile asset data** across the enterprise in one **dashboard**.*

NOTE: All features within BOS are permission-based. The City of Yonkers/Yonkers YPSDucation can control accessibility to this data.

Barcoding will continue to invest in BOS and will share the enhancement roadmap with The City of Yonkers/Yonkers YPSDucation. Upcoming versions will include:

- integration to other hardware manufacturer portals,
- push technology for reports,
- and integration with CaptureSoft™, our rapid mobile application development tool set.

Below is a screen shot of BOS



UTILIZING BOS

Barcoding proposes the use of BOS as a tool to automate The City of Yonkers/Yonkers YPSDUcation’s RMA repair process. BOS eliminates the manual steps articulated in the processes above for both new deployments and repair requests.

NEW DEPLOYMENTS

1. Upon receipt of new equipment from OEM, all relevant information (The City of Yonkers/Yonkers YPSDUcation PO#, Part numbers, serial numbers, ESN #'s for the WWAN devices, receipt date) is entered into BOS under The City of Yonkers/Yonkers YPSDUcation Assets. The location of an asset is identified in BOS as Barcoding “Staging” facility, which means it is in our possession and waiting to be staged for deployment.
2. For those units that need WWAN activations, Barcoding is proposing to take over the activation process. Having Barcoding own the activation process provides complete ownership for the success The City of Yonkers/Yonkers YPSDUcation’s deployments and allows for SLAs to be met.
3. Upon shipment of the assets to The City of Yonkers/Yonkers YPSDUcation’s locations, assets are reassigned to their final ship-to address along with tracking information. (With new deployments, this is where the data for the assets originates and will be the source of data moving forward for RMA requests, thereby eliminating the need to manually re-enter the relevant data needed for a repair request.)

NOTE: Email notifications can be automatically generated and sent to specified The City of Yonkers/Yonkers YPSDUcation personnel during any status changes in BOS.

REPAIR (RMA) REQUESTS

1. RMA requests for equipment that originated at Barcoding:
 - a. The City of Yonkers/Yonkers YPSDucation helpdesk goes into BOS and searches either by serial number or existing asset location to locate the item needing repair.
 - b. Helpdesk selects the appropriate asset and begins the request process. All relevant data (device serial number, location) already exists within BOS so there is no need to re-enter.
 - c. Helpdesk enters device symptom, The City of Yonkers/Yonkers YPSDucation case number, and return contact (if different than already entered), and hits submit.
 - d. BOS sends RMA to The City of Yonkers/Yonkers YPSDucation within an hour of the request. *With the reporting data from BOS, you will have increased visibility into the RMA process.*
 - e. The City of Yonkers/Yonkers YPSDucation business units sends mobile device to the manufacturer for repair (Moto/Intermec portal updates BOS upon receipt and shipment of devices).
 - f. Barcoding receives device and performs provisioning and QA process.
 - g. Barcoding returns device within 3-5 business days (depends is there are any exceptions that would delay this process).
 - h. Email automatically generated to The City of Yonkers/Yonkers YPSDucation on the shipment and all relevant information needed.
2. RMA requests for equipment that already exists in the field and has NOT originated from Barcoding:
 - a. Data will be imported from the applicable database.
 - b. For any additional devices that aren't in record, data is entered into BOS during the first request and will remain there after the initial entry.

REPORTING

Reports can be generated within BOS using a number of filters and exported to multiple file types including - PDF, HTML, and plain text. The City of Yonkers/Yonkers YPSDucation would have the ability to run pre-built or customized reports to meet the needs of the different business units.

Barcoding Online Services

Tools

- RMA
- Create Repair Request
- RMA Reports
- Reports
- Customer Portal
- Project Resource Center
- Administration
- Contact Information
- Customer Self e-Forms
- Customer Self Reports
- Settings

RMA Reports

Start Date: 01/01/2010
End Date: 12/07/2010

Created Between Dates
 Product Serial #
 RMA #
 BOS Reference #
 Product Code
 All Open RMAs

Run Cancel

Barcoding Online Services

Tools

- RMA
- Create Repair Request
- RMA Reports
- Reports
- Customer Portal
- Project Resource Center
- Administration
- Contact Information
- Customer Self e-Forms
- Customer Self Reports
- Settings

RMA Reports

Start Date: 01/01/2010
End Date: 12/07/2010

Created Between Dates
 Product Serial #
 RMA #
 BOS Reference #
 Product Code
 All Open RMAs

Run Cancel

Customer Address: 500 5TH ST
Customer Address: 1100 BROAD ST, BOSTON, MA 02107
Phone: 617-552-9600

Model	Serial #	RMA Submitted	Qty	Overdue

Barcoding Online Services

Tools

- RMA
- Create Repair Request
- RMA Reports
- Reports
- Customer Portal
- Project Resource Center
- Administration
- Contact Information
- Customer Self e-Forms
- Customer Self Reports
- Settings

RMA Overview

LOCATION: All
BOS Reference #:
Sort By: Model

Start Date: 01/01/2010
End Date: 12/07/2010

Search

RMA OVERDUE REPORT

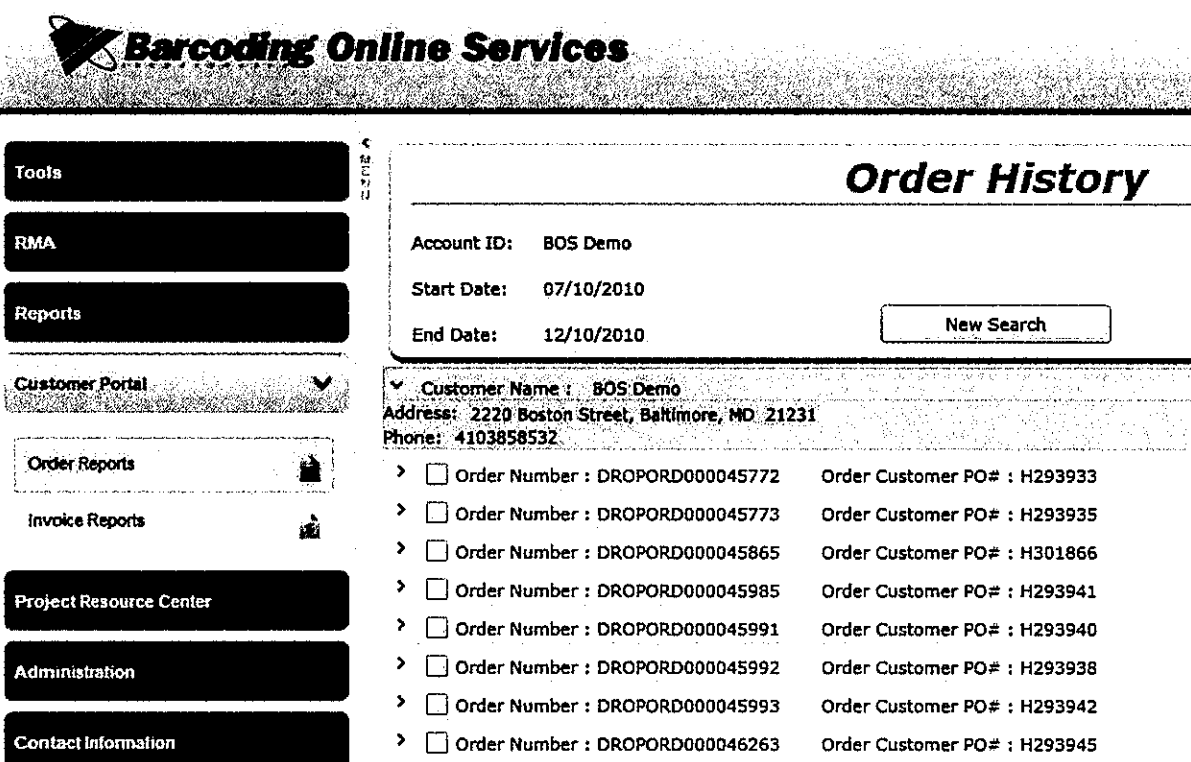
*All overdue RMA's submitted from 01/01/2010 to 12/07/2010 in all locations
No Records Found

Model	Serial #	RMA Submitted	Qty	Overdue

EXCEPTION REPORTING

Exception reporting can also be completed within BOS. This is extremely helpful in analyzing branches that exceed a certain percentage of units out for repair (The City of Yonkers/Yonkers YPSD Education sets those thresholds within BOS). BOS can also automate reports if branches have requested RMAs but haven't sent them in to the manufacturer. This type of data allows The City of Yonkers/Yonkers YPSD Education to have a great deal of visibility into the RMA process and any possible bottlenecks involved in getting fully functioning mobile devices back into the hands of the users.

For example, view the following screen shot of a BOS "Order History" report, run with a specific date range. With comprehensive reports on both order status and invoicing, The City of Yonkers/Yonkers YPSD Education accounting can utilize one portal (BOS) to increase visibility and control into their order management process.



Barcoding Online Services

Order History

Account ID: BOS Demo
 Start Date: 07/10/2010
 End Date: 12/10/2010

[New Search](#)

Customer Name: BOS Demo
 Address: 2220 Boston Street, Baltimore, MD 21231
 Phone: 4103858532

<input type="checkbox"/>	Order Number : DROPORD000045772	Order Customer PO# : H293933
<input type="checkbox"/>	Order Number : DROPORD000045773	Order Customer PO# : H293935
<input type="checkbox"/>	Order Number : DROPORD000045865	Order Customer PO# : H301866
<input type="checkbox"/>	Order Number : DROPORD000045985	Order Customer PO# : H293941
<input type="checkbox"/>	Order Number : DROPORD000045991	Order Customer PO# : H293940
<input type="checkbox"/>	Order Number : DROPORD000045992	Order Customer PO# : H293938
<input type="checkbox"/>	Order Number : DROPORD000045993	Order Customer PO# : H293942
<input type="checkbox"/>	Order Number : DROPORD000046263	Order Customer PO# : H293945

MOBILE DEVICE MANAGEMENT (MDM)

A key component of any implementation is the management of devices. Barcoding offers clients true mobile device management capabilities through our partnerships with SOTI, Inc. and AirWatch. While sometimes thought of “post-deployment”, MDM must be part of your plan from the beginning; with proper MDM, project execution and ongoing support is more efficient and effective – maximizing your uptime and productivity.

Barcoding can handle all of your MDM requirements:

- **Manage:** utilize corporate resources more efficiently
- **Synchronize:** onboard, monitor, track and support a multitude of devices
- **Secure:** apply your enterprise appropriate policies (regardless of device ownership) and controls to identify gaps and respond to potential threats
- **Support:** empower your IT administrators with productivity tools like real-time visibility and full remote control
- **Report and track:** automate routine tasks, configure alerts and exception notifications, monitor trends, and forecast future requirements

Barcoding will work with The City of Yonkers/Yonkers YPSD Education to develop a well-defined roadmap to ensure corporate and regulatory compliance requirements and to navigate device implementation, monitoring, and management.

Tier 1 Help Desk

From email to telephone, our Help Desk representatives are available to get you “up and running” again. With an extensive knowledge base, our dedicated support team will ensure that your software, hardware, network, or communication issues are resolved in a timely manner. Common hardware issues that involve scanning, connectivity, charging, touch screen, keyboard, and lack of power are diagnosed and often resolved in one call, thereby reducing lost productivity and profits. If the device is physically damaged or the hardware failure cannot be solved, a representative will assist you with submitting a repair authorization.

Tier 2 Help Desk

When more advanced diagnostic measures are needed, the problem is escalated to our Tier 2 Help Desk representatives, who will remotely connect to your device. This ability to monitor the device enables us to uncover potential problems before they develop as well as troubleshoot and resolve issues you may be experiencing. An added bonus is our ability to

push out firmware updates and software upgrades, both of which go a long way toward maximizing the efficiency of your applications.

SPARE POOL MANAGEMENT

When an insufficient supply of devices, due to damage and/or repair, grows from an inconvenience to a burden, Barcoding’s Spare Pool Management Program is available. When a device needs to be replaced or repaired, a “Hot Swap” spare will be shipped to your facility for Next Day delivery. This replacement device will be preloaded with your software applications and configured to your network so that they are “ready to go” upon receipt. This accurate and timely response to your immediate needs ensures that your productivity is not impacted. The original device will be returned to the Spare Pool upon repair, thereby ensuring that a Spare Pool inventory is adequately maintained for future “Hot Swaps”.

WIRELESS SERVICES

Barcoding offers full service wireless installation, optimization, and security analysis.

WirelessServices™

Wireless coverage is the most mission-critical component of any mobile project, and should be taken seriously. Site surveys, cable testing, and site optimization are essential ingredients for a successful wireless network and are all services offered by Barcoding’s wireless group.

For existing networks, Barcoding’s experts can provide optimization and security analyses to ensure that you are maintaining the best level of coverage and keeping your corporate data secure.

For companies grappling with “Bring Your Own Device” (BYOD) policies and device management, the right wireless partner can mean the difference between secure company data and compromised data. Let Barcoding ensure that all of the devices on your network are secure and productive.

Barcoding Profile – Be Efficient – Accurate – Connected™

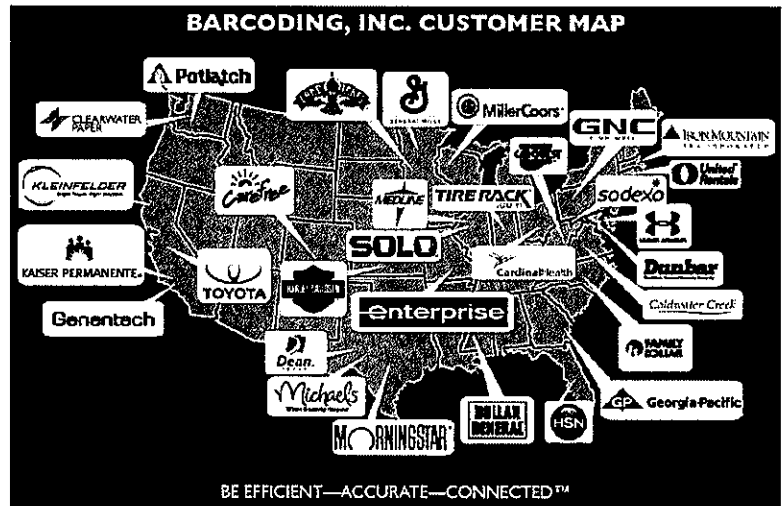
For 15 years, Barcoding has been a nationally leading systems integrator, specializing in the development, deployment, and management of supply chain and mobility systems based on automated identification and data capture (AIDC) technology.

More than 2,500 organizations depend on Barcoding as their trusted advisor for bar-coding, radio frequency identification (RFID), and wireless applications automating operations in all industry sectors. Overall, we have served over 40,000 companies in our 15 years in business.

Barcoding is partnered with more than 100 hardware manufacturers and software companies (a selection of our elite partners named below) and we carry premier status with all major AIDC hardware companies.

One of the key benefits of a systems integrator like Barcoding is that our customers have a single source for a full end-to-end solution. Instead of juggling several partners with differing agendas, with Barcoding, The City of

Yonkers/Yonkers YPSD Education will have one vendor responsible for the project’s success.



INVESTING IN NEW TECHNOLOGIES

In 2013, Barcoding acquired Miles Technologies in Illinois. With the acquisition, Barcoding now offers a state-of-the-art RFID Asset Tracking business, including a fully equipped 7,500 square foot Technology Integration Center (TIC). The TIC is a real world manufacturing and distribution center strategically designed to give companies the ability to understand and compare RFID, voice picking, wireless, and barcode applications to determine which solution will best solve their business problems. The TIC has automated conveyor lines, dock doors, ceiling to floor shelving, and manual slap and ship lines.

Located just outside of Chicago, Illinois, the TIC is staffed by industry experts and houses the most advanced software, hardware, and infrastructure equipment. The TIC is dedicated to driving technology and accelerating the adoption of software solutions that empower companies, like The City of Yonkers/Yonkers YPSD Education, to improve efficiencies in inventory control and asset tracking.

CORE COMPETENCIES

With a thorough understanding of the business issues and technology challenges that impact our customers, Barcoding helps architect and deliver **the most efficient, accurate, and connected** supply chain and mobility solutions. Barcoding's capabilities include application design, software and hardware integration, project management, services, and support.

Our manufacturer-certified team blends these diverse talents into solutions that solve any wireless data collection and/or consolidation challenge. Highlights of our software, hardware, and intellectual offerings include:

- Rugged mobile computing procurement/consultation
- Application-driven consumables
- Mobile software application development
- Professional Services Support Programs (as described previously)
- Deep expertise in device connectivity
 - Wireless terrestrial networks (Cellular)
 - Wireless satellite networks (L-band)
 - Wireless local area networks (Wi-Fi)
- Dedicated Radio Frequency Identification (RFID) practice

4.6: DIFFERENTIATORS

While there are many systems integrators, there is only one Barcoding—here’s why.

- Unparalleled hardware and software vendor relationships.
- Industry-leading expertise in mobile applications, hardware, and networking
- Full suite of in-house professional support programs to ensure up-time and performance of mission-critical, mobile systems
- Thought leader in AIDC solutions with multiple patents and by-lines
- Complete mobile solution provider: tablets, mobile computers, portable printers, barcode scanning, RFID, and more
- Factory-trained technicians

“I’ve been in this business for over 20 years, and this is by far the easiest implementation I have ever experienced.”

Larry Scott, Senior VP, American Mills

4.7: OEM PARTNERSHIPS AND STRATEGIC ALLIANCES

Barcoding, Inc. is partnered with more than 100 hardware manufacturers and software companies. Our technology solutions encompass more than 42,000 SKU's. Listed below are many of the represented hardware and software partnerships currently represented by Barcoding:

Mobile Technology Manufacturers:

- Motorola, Partner Select Premier Business Partner (Includes Psion Teklogix, 5-Star Elite Partner)
- Intermec, Platinum Level
- Honeywell (Includes LXE, Elite Partner)
- Others include but not limited to, Datalogic, Panasonic, Opticon, Unitech

Honeywell

Achieve Partner



Intermec
PartnerNet
PLATINUM LEVEL

Printer Manufacturers:

- Zebra Technologies, Premier Partner
- Datamax-O'Neil
- Others include but not limited to Printronics, Brother

RFID Partners:

- Impinj
- Omni-ID
- Alien
- AeroScout
- Odin
- Avery Dennison
- ThingMagic
- Confidex
- Xerafy
- Times-7
- Laird Technologies

Software Partners:

- Wavelink
- E-ISG
- CTGTalk
- Magic Software
- Airclic
- RF Smart
- SOTI
- Countermind
- Stay-Linked, Elite Certified Partner

- Sky Technologies
- AirWatch
- LabVantage
- UPS Logistics Technologies
- MobileFrame
- RedBeam
- Rutherford/ eoStar
- Apacheta
- IntelliTrack

4.8: AWARDS



Circle of Excellence, SmartCEO

2013

SmartCEO's Circle of Excellence Awards recognizes Baltimore business leaders' excellence in their respective industries. Jay Steinmetz, CEO, a 2013 winner in technology.



SupplyChainBrain 100 Great Supply Chain Partners

2013

This annual award is a result of a six-month online poll in which supply chain management professionals nominated vendors and service providers whose solutions have made a significant impact in their company's efficiency, customer service and overall supply chain performance.



CRN Solution Provider 500

2013, 2012, 2011, 2010

The CRN Business 500 recognizes the top technology integrators in the U.S.A. and Canada based on revenue size.



2012 Motorola Solutions APPFORUM Code-A-Thon Winner, Jack Nosek

2012

Lead software engineer Jack Nosek won the 2012 APPFORUM Code-A-Thon held during Motorola Solutions' APPFORUM America's 2012 Developer Forum. Written in HTML5, Nosek's winning web application, XPO™ Catalog Manager, integrates with Barcoding's existing XPO™ tradeshow management solution.



Inc. 5000 Award

2009, 2008, 2007, 2004

The Inc. 5000 recognizes the nation's fastest-growing private companies in terms of average revenue growth over the past five years



Inc. Inner-city 100

2009, 2008, 2007, 2004

Inc. Magazine recognizes the fastest growing companies whose headquarters are located within city limits. Over 4500 companies apply for this award; the top 100 are recognized.



Deloitte Technology Fast 50 and Fast 500 Award

2008, 2007, 2006, 2005, 2004, 2003

The award recognizes the fastest growing, privately-held technology companies in both the state of Maryland (Fast 50) and the nation (Fast 500) for revenue growth over the previous five years.



Baltimore Business Journal Book of Lists:

- **Top e-business Provider**
- **Fastest Growing Privately Held Firm**
- **Largest Privately Held Firm**
- **Largest Network Integrator**

2008, 2007, 2006, 2005, 2004, 2003, 2002

Each year the Baltimore Business Journal recognizes the best companies in the Baltimore area in a number of different areas.



Ernst & Young Entrepreneur of the Year Jay Steinmetz, President

2006

The E&Y Entrepreneur of the Year Award really goes to a person, but also is reflective of the success of the entire company. Award finalists are selected as having shown excellence in business growth, forward thinking, HR practices, and community service



Forbes Recognized Top Privately Held Technology Company

2004

Forbes recognized Barcoding Inc. as one of ten top privately-held companies to watch out for in their "Tech is Back" February 2004 issue. Barcoding Inc. was the only data collection company to receive this honor.

4.9: TERMS & CONDITIONS

General Terms of Agreement: These Standard Terms & Conditions of Sale govern the sale of products purchased hereunder and prevail over any conflicting or inconsistent terms and conditions on any purchase order submitted by Buyer. The terms and conditions contained herein constitute the entire agreement between the Buyer and Barcoding Inc. ("Barcoding"), and may only be amended by a writing signed by both the Buyer and Barcoding. Buyer agrees to all Terms & Conditions by accepting delivery of the products and/or services. Any claims for shortages must be made within 5 business days of the delivery date.

Payment Terms; Taxes; Freight & Fees: Invoices are due and payable in accordance with the terms stated on the invoice, measured from the date of invoice. Customer must claim any exemption from tax at the time of purchase and provide proper documentation. Sale Tax within the United States is determined by the ship-to location. For shipments destined outside the United States, the Buyer is responsible for all customs duties, VAT and other local taxes. The terms of delivery are CIF unless stated otherwise on the invoice. There is a \$25.00 service charge for any check or draft returned unpaid. Late payments are subject to the lesser of a 2% monthly interest charge or the maximum amount permitted by applicable law. In the event of non-payment more than 60 days beyond terms, the Customer will be responsible for all of Barcoding's costs of collection, including arbitration costs, court costs, filing fees and reasonable attorney's fees.

Return Merchandise Authorization Policy (RMA): All returns must be authorized by Barcoding's issuance of an RMA number. Return items will only be accepted within 30 calendar days from the original date of shipment, except that Symbol® products may only be returned within 15 calendar days from the original date of shipment. RMA approval is contingent upon product being returned 100% complete in the original packaging. Incomplete returns are subject to a re-boxing fee (billed separately) or refusal of return. Please ship returns freight prepaid and reference the RMA number on the mailing label. Returns may be subject to a 20% restocking fee

Software, Customized hardware, Labels, Ribbons and Media are non-returnable.

Returns received after the 30 days or without a valid RMA number may be refused and/or returned to the customer. Customer may be billed and liable for return freight charges.

The customer agrees to pay Barcoding for labor, transportation or parts necessary to repair returned merchandise damaged at the customer's risk by events such as: flood, fire, abuse, accident, neglect, power surge or use of accessories not conforming to the manufacture's published specifications.

Equipment sold AS-IS is non-returnable and has no warranty, and is not represented to be in working condition. AS-IS equipment is neither tested electronically nor mechanically, nor cleaned, nor refurbished. AS-IS equipment may not be returned.

Dispute Procedure: The Buyer and Barcoding agree that any disputes in connection with this sale be settled by arbitration in the City of Baltimore, Maryland under the rules of the American Arbitration Association, by one arbitrator appointed according to the rules. The decision of the arbitrator is final any may be entered as judgment by any competent court of law.

Disclaimer Of Warranties: Unless expressly stated in a writing provided by Barcoding, all warranties are direct from the manufacturer of the equipment and not from Barcoding, and Barcoding makes no express or implied warranties to customer, and Barcoding specifically disclaims all implied warranties, including, but not limited to, the implied warranty of merchantability, any implied warranty against infringement, and the implied warranty of fitness for a particular purpose.

Limitation of Liability: In no event will Barcoding, its subsidiaries, associated companies, or officers, directors or employees be liable to customer regardless of the form of claim or action, in an amount that exceeds the total fees paid to Barcoding by customer related to the sold product. In no event will Barcoding, its subsidiaries, associated companies, or officers, directors or employees be liable to customer for special, consequential, exemplary, incidental, or indirect damages or costs, or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the products or services of Barcoding or in connection with any claim arising from this agreement, even if Barcoding, its subsidiaries, its associated

companies, or Barcoding's licensors have been advised of the possibility of such damages or costs. You also grant to Barcoding the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against Barcoding for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Barcoding.

Limitation of Remedy: Customer's sole and exclusive remedy in the event of a breach by Barcoding shall be to receive a repair or replacement of the product or service.

Severability: If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

1. *All equipment is shipped F.O.B. Baltimore, MD (i.e. shipping costs additional)*
2. *Prices do not include sales tax (where applicable)*
3. *Delivery time is up to 30 days*
4. *Prices are subject to change*
5. *All returns, if approved, must be within 30 days from shipment and are subject to a 20% restocking fee*
6. *Payments terms: «OPPORTUNITY_TERMS» (upon credit approval) or credit card*
7. *This quote is valid for 30 days*
8. *Like New / Used / Surplus / Refurb equipment subject to prior sale*
9. *All prices are in US Dollars (unless otherwise specified)*

5.0: PROPOSED PRICING

Fixed Asset Inventory Tracking System
And Related Services

Section III. COST PROPOSAL

Proposal Cost

1. Year One	209,044.00
	\$ _____
2. Year Two	\$ 9,100.00
	\$ _____
3. Year Three	\$ 9,100.00
	\$ _____
Total Three Years	227,244.00
	\$ _____
4. Optional Year Four	\$ 9,100.00
	\$ _____
5. Optional Year Five	\$ 9,100.00
	\$ _____
Total Five Years	\$ 245,444.00
	\$ _____
Additional Software Cost	Barcode Labels \$0.057/Each
	\$ _____
Additional Hardware Cost	Mobile Device Setup \$1,134.36/Each
	\$ _____
Grand Total	\$ 246,578.42
	\$ _____

Vendor Name Barcoding Inc.

Address 2340 29th Street, Astoria Queens, NY, 11105

Phone/Fax 585-259-4507

E-Mail Address rocky.pugliese@barcoding.com

Representative's Signature _____

Title Enterprise Account Manager

Date March 9, 2016

Prices quoted in proposals must be held firm for the life of the potential contract.

PRICING BREAKDOWN

INVENTORY PRICING

Barcoding Inc. is pleased to offer Yonkers Public School District a price of **\$158,244.00** to complete the fixed asset inventory services outlined in this RFP.

VALUATION PRICING

Barcoding Inc. is pleased to offer Yonkers Public School District a price of **\$21,500.00** to complete the valuation services outlined in this RFP.

SOFTWARE PRICING

eEquip! First Year Software License Package			
Item	Quantity	Commercial Price	Education Discounted Price
<p>eEquip! Enterprise – 100,000 -All Inclusive Perpetual License with implementation, maintenance and support</p> <ul style="list-style-type: none"> Software Product Description: Software license, perpetual, manage up to 100,000 active assets. Supports unlimited sites, locations, inactive (retired) assets, and users. <p>eEquip! license is all-inclusive; all modules, mobile apps, and capabilities are included in this license fee.</p> <ul style="list-style-type: none"> Implementation Service Description: For all implementation service details see section “OnBoarding: Implementation methodology and project management solution” Maintenance and Support Description: Includes all features outlined in the eEquip! Maintenance and Support section of the proposal 	1	\$50,350.00	\$29,300.00
<p>Hosted Staging and Training Environment</p> <p>E-ISG will host a zero impact staging environment to complete system implementation, workflow, and report testing. System will also be used for user training. Staging environment will be deactivated once OnBoarding is completed.</p>	1	No additional cost	No additional cost
		<p>First year total eEquip! system and services cost: \$29,300.00</p>	
Annual Software Maintenance and Support Costs			
Item	Quantity	Commercial Price	Discounted Price
<p>eEquip! Premium Maintenance and Support</p> <p>Includes all features outlined in the eEquip! Maintenance and Support section of the proposal</p>	1	\$14,500.00	\$9,100.00
		<p>Total annual cost for Premium Maintenance and Support: \$9,100.00</p>	

HARDWARE INTEGRATION PRICING

50	GoLive	GoLive Services™	\$30.00	\$1,500.00	\$45.00	\$2,250.00
50	MC40N0-SCJ3R00	Zebra MC40 Wireless Handheld Mobile Computer (WLAN Jellybean, 1/8GB, PTT)	\$818.00	\$40,900.00	\$1,500.00	\$75,000.00
50	SSE-MC40XX-30	3-Year Zebra OneCare Service Contract (Incl. Comprehensive Coverage)	\$225.28	\$11,264.00	\$325.00	\$16,250.00
50	CRDMC40XX-1000R	Zebra Cradle - Docking - Mobile Computer - Charging Capability	\$43.63	\$2,181.50	\$80.00	\$4,000.00
50	PWRS-124306-01R	Zebra USB AC Adapter - 1.20 A Output Current	\$9.27	\$463.50	\$17.00	\$850.00
50	25-MCXUSB-01R	Zebra Micro USB Cable - USB for Handheld Terminal - 1 x Type A Male USB - 1 x Male Micro USB	\$8.18	\$409.00	\$15.00	\$750.00
37000	LTF2610DRP092	PREPRINTED ASSET TAGS - 1" X 2.75" LAMINATED DRUMCAL POLYESTER, ONE COLOR BLACK - ARTWORK TBD	\$0.057	\$2,109.00	\$0.14	\$5,180.00
		Total		\$58,827.00		\$104,280.00

6.0: ADDENDUM ACKNOWLEDGEMENT

ADDENDUM #1



CITY OF YONKERS
Purchasing

One Larkin Center, 3rd Floor
Yonkers, New York 10701
(914) 377-6041
Fax: (914) 377-6032
Email: edward.dodge@yonkersny.gov

Mike Spano, Mayor
Tom Collich, Director

February 19, 2014 – **4 PAGES**

TO: Prospective Bidders
FROM: Edward Dodge, Associate Director

RE: RFP-325 Fixed Asset Inventory Tracking System and Related Services
ADDENDUM 1- Questions Answered

The contents of this addendum supersede the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their Bids. Failure to acknowledge receipt may render a Bidder non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group <http://www.empirestatebidsystem.com/>

The following information addresses questions raised regarding the City of Yonkers RFP specification for the aforementioned RFP;

1. The RFP states, "The asset management system software must be accessible across a local area network to client running Windows 2000/XP." Is this accurate; specifically does the Yonkers school system still use Windows 2000 or XP operating system for most of the PC's that would access the selected system? No modern web browser is compatible with Windows 2000, and XP will no longer be supported in 2016. **City of Yonkers: The specification was incorrect as the majority of the staff members who would be using this system are already using Windows 7.**
2. The RFP states, "The system must also be a multi-user application able to run in a Windows 2003 network environment." Again, Microsoft Server 2003 is no longer supported by Microsoft (end of life July 2015). Does the Yonkers School system have access or use a newer version (e.g. MS Server 2008/2012)? **City of Yonkers: Yes**
3. The District released and awarded a similar RFP in 2014. Was the 2014 project completed and by whom? If no, when was the last physical inventory performed? **City of Yonkers: The 2014 project was completed by American Appraisal; however, the project was modified to just perform inventory evaluation for the period ending June 30, 2015.**
4. In 2014, the decision was made to not move forward with a software solution as a part of the RFP award. Can the City/School District please explain this decision and the reasons for it? **City of Yonkers: The City/School District at that point in time was in the process of consolidating divisions as a result of the IMA agreement. The proposed RFP had not been vetted by both City of Yonkers and Board of Education as a viable inventory solution.**

5. Is it possible to receive the addresses and square footage of all 46 inventory locations? **City of Yonkers: This information will be provided to the selected vendor.**
6. Are the assets currently tagged? **City of Yonkers: Yes, the City/School District is currently tagging all appropriate Inventory control/ Fixed Assets.**
7. Will The City/School District consider a vendor hosted software solution? **City of Yonkers: The City/School District would entertain the concept of vendor hosted solution.**
8. How many System Administrator users are required for the software solution? How many total users will require access to the software solution? **City of Yonkers: The estimated total user would be in the range of 125- 140, this number would include three system administrators.**
9. For the software solution, will the City/School District require integration to an Active Directory, LDAP, or Single Sign On system for user authentication? If so, what is the system in use and are there specific requirements for the software solution around this? **City of Yonkers: Not initially, but potentially in the future.**
10. For the software solution, how many people will need to be trained? Is onsite training or web based training preferred? **City of Yonkers: The estimated 125-140 people will need to be trained. The district is amenable to both onsite training and web based training. In addition, the district would explore the possibility of “train the trainer”.**
11. What is the larger driving factor of this RFP; Services or Software? In other words, will the determination for award be made based upon the cost for inventory services or the cost for the software offering or the combined cost of both? **City of Yonkers: The combination of both costs.**
12. Can the award be split between 2 vendors? Could the software award be made to a vendor who does not win the services award and vice versa? **City of Yonkers: The City/School District will evaluate all options.**
13. May the vendor submit their own Cost Proposal sheet which breaks down costs associated with software separate from the costs associated with inventory services? **City of Yonkers: The proposal should identify separately the software costs and inventory services costs and total combined costs for both proposed services.**
14. Can the City/School District please further explain the following requirement from Section 2, part C: “Supports other used defined depreciation methods?” What would be a used defined depreciation method? Why would these be applied to specific asset classes? **City of Yonkers: The City/School District currently use straight line depreciation. However, the City/School District are exploring the opportunity to implement other depreciation options if future circumstance requires it.**
15. Please explain this requirement from Section 2, part C “Provides complete audit trail online and hard copy.” What is meant by “hard copy”? **City of Yonkers: The ability to print information.**
16. Can the City/School District please further explain the following requirement in Section 2, part C: “Supports monthly closing with journal entries?” Is there an interface needed to send these journal entries to an accounting system, or is this referring to end of month reporting for financial data? If an interface is required, please explain if this interface would need to be a flat file transfer or an API

connection using web services. What format does this data need to be in? **City of Yonkers: This is referring to end of month reporting for financial data.**


17. The following statement is in Section 2, part D: "The software must provide independent capability for the district's personnel to produce reports in any configuration or format desired at any given time." This is very vague and is wide open for interpretation. To say "any configuration or format desired" makes the possibilities endless, and it is nearly impossible to account for all types of formats in a Fixed Asset system. Can you please be more specific as to the direct needs? **City of Yonkers: The City/School District requires the ability to create reports that will satisfy the auditing needs of various departments, divisions and governmental agencies.**
18. From Section 2, part D, how many pieces of hardware does the City/School District desire for scanning and updating inventory? **City of Yonkers: The district would need minimally: one scanner per school, one scanner per each Central office division, two scanners for Inventory control/ Fixed Asset division and two backup scanners.**
19. From Section 2, part D, does the City/School District wish to use preprinted tags or purchase a barcode printer to be able to print their own tags? **City of Yonkers: The City/School District use preprinted tags. However, the option to purchase a barcode printer is something we are not currently entertaining but it may be a future consideration.**
20. The following statement is in Section 2, part D: "The asset management system software must be accessible across a local area network to client running Windows 2000/XP. The system must also be a multi-user application able to run in a Windows 2003 network environment." Windows no longer supports any of these systems; Windows 2000/XP and Windows 2003 Servers. If these systems are not being supported by Windows, how can a vendor support running a software solution in these environments? Is this misstated, and if so, can you please update the requirements? **City of Yonkers: The majority of the staff members who would be using this system are already using Windows 7.**
21. Within Section 2, part G, there is no mention of software in the project schedule. Is there an expectation of when software implementation would occur? One would assume that this would take place after the final reports are presented, is this correct? **City of Yonkers: The software project schedule would take place after June 30, 2016.**
22. Within Section IV, the evaluation states that 5 points will be based upon System Compatibility to mainframe systems and Oracle. Can you please define, in greater detail, what the City/School District is looking for with compatibility? Will there be interfacing involved as a part of this project? If so, can that be defined in great detail so that the work may be accounted for in a proposal? **City of Yonkers: Section IV should have indicated that the system should be compatible with current and future operating systems. The City/School District would prefer that the Inventory Control/Fixed Asset system interface with current software and future software. It should be noted that the City/School District is embarking on implementing a new financial system in the summer of 2016**
23. What Asset Management Systems have been demonstrated to staff members, when were those demonstrations and who presented the demonstrations? **City of Yonkers: No asset management system has been presented to staff members.**

24. Is there an estimated budget in place for this initiative? If so, what is that budget? City of Yonkers: No,
The budget is contingent upon the selected vendor proposal.

RFP-325 ADDENDUM #1- ACKNOWLEDGEMENT - email to Edward Dodge.
Edward.dodge@yonkersny.gov or return via fax:914.377.6032

Bidding Firm: BARCODING INC.
Address: 2340 29th St. ASTORIA QUEENS NY 11105
Bidder's Representative: Rocky Pugliese Title: Enterprise Acct. Mgr.
E-mail: ROCKY.PUGLIESE@BARCODING.COM
Signature: *Rocky Pugliese*
Telephone: 585-259-4507 Fax: 866-317-3542 Date: 3/3/16

Barcoding



Rocky Pugliese
Enterprise Account Manager
toll free: 888.860.SCAN
office: 410.385.8532 x134
mobile: 585.259.4507
rocky.pugliese@barcoding.com
@barcodinginc

2340 29th Street | Astoria Queens, NY 11105

ADDENDUM #2



CITY OF YONKERS
Purchasing

One Larkin Center, 3rd Floor
Yonkers, New York 10701
(914) 377-6041
Fax: (914) 377-6032
Email: edward.dodge@yonkersny.gov

Mike Spano, Mayor
Tom Collich, Director

March 02, 2016 – 1 PAGE

TO: Prospective Bidders
FROM: Edward Dodge, Associate Director

RE: RFP-325 Fixed Asset Inventory Tracking System and Related Services
ADDENDUM 2- Due date extended

The contents of this addendum supersede the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their Bids. Failure to acknowledge receipt may render a Bidder non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group <http://www.empirestatebidssystem.com/>

The following information addresses questions raised regarding the City of Yonkers RFP specification for the aforementioned RFP;

The due date has been extended to answer additional questions that had been submitted.
Proposals are now due on Wednesday March 9, 2016 at 2:00 PM

RFP-325 ADDENDUM #2- ACKNOWLEDGEMENT - email to Edward Dodge.
Edward.dodge@yonkersny.gov or return via fax:914.377.6032

Bidding Firm: Barcoding, Inc.
Address: 2340 29th Street Astoria Queens NY 11105
Bidder's Representative: Rocky Pugliese Title: Enterprise Acct. Mgr.
E-mail: ROCKY.PUGLIESE@BARCODING.COM
Signature: [Handwritten Signature]
Telephone: 585-259-407 Fax: 800-317-3542 Date: 3/7/16.

ADDENDUM #3



CITY OF YONKERS
Purchasing

One Larkin Center, 3rd Floor
Yonkers, New York 10701
(914) 377-6041
Fax: (914) 377-6032
Email: edward.dodge@yonkersny.gov

Mike Spano, Mayor
Tom Collich, Director

March 3, 2016 – 5 PAGES

TO: Prospective Bidders
FROM: Edward Dodge, Associate Director

RE: RFP-325 Fixed Asset Inventory Tracking System and Related Services
ADDENDUM 3– Questions Answered

The contents of this addendum supersede the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their Bids. Failure to acknowledge receipt may render a Bidder non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group <http://www.empirestatebidssystem.com/>

The following information addresses questions raised regarding the City of Yonkers RFP specification for the aforementioned RFP;

-
1. When was the last Inventory done and by whom? **City of Yonkers:** Last inventory completed by American Appraisal June 30, 2015.
 2. How accurate is the 36,308 asset count? **City of Yonkers:** To the best of our knowledge this number as accurate as possible.
 3. How many individual locations are currently used for the storage of assets and stores inventory, and how large (in square feet) are these main educational storage locations? What are the dimensions of the interior buildings that hold assets? Are there other external sites will be supported by the proposed system? **City of Yonkers:** The City of Yonkers School District does not have a central location. All forty schools and central office receive goods ordered. The square feet of each location will be provided upon acceptance of vendor.
 4. Will the solution be required to create and maintain a catalog of items and assets in inventory and their locations? **City of Yonkers:** Yes
 5. Are any of the various locations currently equipped with a RF WIFI network access? Are all the main asset storage locations in RF range? **City of Yonkers:** The City of Yonkers School District is equipped for WIFI network access.
 6. How many users will require access to the system at any given point in time for all the facilities? Total Users across the enterprise? Remote users for query only purposes? **City Of Yonkers:** Estimated total of 150 users and query purposes.
 7. How many RF devices does the organization currently own? Label printers for RF labels? **City of Yonkers:** Not available at this time to answer or quantify.

8. How many additional RF devices would be in use during the highest usage periods of the day? City of Yonkers: Not available to quantify this answer at this time.
9. Does the organization have any assets that would be tracked by RFID technology? If so, what kind? City of Yonkers: Not available to quantify this answer at this time.
10. What capability is required to migrate any existing data to the new system from the various locations? City of Yonkers: Not available to quantify this answer at this time.
11. Are all assets currently tagged? City of Yonkers: No
12. Will current asset tags be removed and replaced by new asset tags? City of Yonkers: No
13. What is the estimated level of accuracy for the current asset base? City of Yonkers: 2015-2016 asset base is 100%.
14. When was the last time a complete asset inventory was taken? City of Yonkers: Last inventory completed by American Appraisal June 30, 2015.
15. Can this existing asset file be imported into the new solution? What are the file formats that are acceptable for importing existing data if necessary? City of Yonkers: Yes the file can be imported into new solution. The data can be presented in excel or CSV format.
16. How long does the client anticipate it will take to deploy the proposed hosted system from the date of award? City of Yonkers: Anticipated six weeks.
17. Please describe the current types and categories (or groups) of assets that are anticipated to be tracked by the system. City of Yonkers:

Class Code	Description
001	Land
020	Land Improvements
040	Outdoor Recreation Equipment
050	Buildings
055	Leasehold Improvements
075	Portable Buildings
100	Athletic Equipment
150	Audio Visual Equipment
180	Communications Equipment
200	Books Multi Media Materials
230	Computer Software
250	Business Machines
255	Photocopiers
270	Data Processing Equipment
271	Computers
272	Monitors
273	Printers
300	Machinery and Tools
400	Appliances/ Food Service Equipment
450	Musical Instruments
470	Law Enforcement Equipment
500	Lab/ Science/ Engineering Equipment
511	Medical Equipment
600	Furniture and Accessories
700	Stage and Auditorium
750	Grounds/ Agricultural Equipment
800	Licensed Vehicles
850	Contractors/ Construction Equipment

18. Is the intention for the system to track fixed assets such as real property, land, buildings, etc? City of Yonkers: Yes
19. Is the intention for the system to track assets such as equipment, infrastructure, or other tangible assets? City of Yonkers: Yes
20. Are you concerned about property owned by external groups (trustees, etc) City of Yonkers: No
21. Are asset valuations, acquired costs, depreciation, or current value required to be tracked and reported? City of Yonkers: Yes
22. Is it the intention to track vehicles (watercraft, aircraft, heavy equipment) as assets within the system? City of Yonkers: Yes
23. Do you wish to track software on district computers as well? City of Yonkers: No
24. If tracking software, what degree of granularity is required? (Organization, network, machine, other) City of Yonkers: No
25. Is the intention of the system to track assets or materials used in projects or maintenance applications? City of Yonkers: No
26. Please describe the role and responsibility of a “Custodian” as it applies to the tracking of equipment. City of Yonkers: The Custodian staff have a vast knowledge of the location of asset in their individual schools and buildings. Their assistance with the tagging of inventoried items and location is critical to inventory control process.
27. Are you also tracking “stores inventory” such as materials and supplies? City of Yonkers: No

28. Will the system be required to track and manage “Materials and Goods in Process” as part of work orders? City of Yonkers: The new accounting software system has the functionality to manage “ goods in process”.
29. Are there any enterprise systems that the proposed solution must be integrated? City of Yonkers: Yes
30. For the multiple sites, how do you maintain connectivity between the sites? Will this be required as part of the effort? (ex: WAN with T1-2, Citrix, Terminal Services, etc.. City of Yonkers: Thru the use of Wi-Fi and cable/phone network connections
31. For hosted solutions, is it permissible for the state’s asset data be stored on servers outside the United States? City of Yonkers: No
32. Will the reporting be required to roll up all the sites (if necessary) into a single view of the enterprise? City of Yonkers: Yes
33. If the subject of this RFP to provide hardware for the support of the system? What specific equipment would be included in the cost estimates (hand held RF, Warehouse RF Antenna’s, Printers, etc)? Is it the expectation that the successful bidder will perform scoping and installation of network or RF transmitters for the various facilities? City of Yonkers: Equipment specificity cannot be presented at this point in time.
34. Does the District have specific requirements for the security of networks and computers that are connected to external service providers? City of Yonkers: Yes
35. Will you need visibility to existing asset inventory levels for third parties who are outside the staff members? If yes, who and what do you anticipate they will be viewing?
36. Will you require shelf life, expiration dates, lot control (for high volume items), FIFO, serialized control for assets? If yes, describe the methods used to manage these functions. City of Yonkers: Not required but preferred if selected vendor can provide services.
37. Do you require model and serial number tracking of individual items? If yes, describe what standards you are following. City of Yonkers: Yes, standard model and serial format.
38. Are firearms and/or weapons part of the asset management system? City of Yonkers: No
39. What is the current method and schedule for Physical Counts of assets? City of Yonkers: The current method is to have the physical count of assets done annually. The proposed solution should present the capabilities to perform physical count monthly for various laotions.
40. How many work days have been accumulated to perform the last physical count of asset inventory? City of Yonkers: Estimated 35-40 days.
41. How do you process Holds and Returns? City of Yonkers: N/A
42. For assets in inventory, how is Lot & Serial Control enforced? City of Yonkers: N/A
43. Do you quality test or quarantine incoming assets before deployment? City of Yonkers: No
44. Are assets shipped directly to the end user, or do they pass through a central receiving facility? City of Yonkers: 95% are shipped directly to users. 5% get shipped to central office and then get distributed to schools or departments users.
45. Do you track or have specific locations set aside for hazardous or dangerous items? City of Yonkers: Yes, Lincoln Warehouse.
46. Do assets use dates expire, or are made obsolete, with newer versions or releases? City of Yonkers: N/A
47. What is the mechanism for tracking and reporting assets stored in the third party (external) locations if necessary? City of Yonkers: N/A
48. What is the process for re-balancing and replenishment for the various assets held in inventory? City of Yonkers: N/A
49. Is there a safety stock employed which must be enforced? City of Yonkers: N/A
50. Do you require time tracking on assets to reduce or eliminate obsolescence? City of Yonkers: Yes, the system should provide information on the life of asset and indicate when asset is fully depreciated.
51. Do you require FIFO decision support for inventoried assets? City of Yonkers: No. However, the system should be flexible to convert to FIFO is the District opts for that method at a future time.

52. Do you require moving assets from one location to another within a location based on time in inventory? City of Yonkers: No. However, we do anticipate that assets will move from one location to another during the course of the school year.
53. Is it necessary for the proposed system to support the sales or auction of excess asset inventory? City of Yonkers: No. However, the District would entertain this option if presented by vendor.
54. Does the proposed system need to manage the disposition of surplus assets? City of Yonkers: Disposition not surpluses.
55. Is it required that assets held by one educational unit be available for transfer to another? City of Yonkers: Yes
56. Will the proposed system be required to maintain an audit trail of transactions? City of Yonkers: Yes
57. Are physical records (under retention rules) part of the items that are required to be managed by the proposed system? City of Yonkers: Yes
58. Is the proposed solution required to track valuations and depreciation schedules for property managed by the system? City of Yonkers: Yes
59. For annual personal property inventory, who is currently performing the inventory? City of Yonkers: No one is currently performing inventory control.
60. Are you using employees to inventory their respective departments? Do these employees have responsibility for assets under their control (custodianship)? City of Yonkers: Yes
61. Who is responsible for the common areas where asset may be stored until use? City of Yonkers: N/A
62. What data is being captured during inventory? Are you only inventorying capitalized equipment, or are controlled, sensitive, assets included? City of Yonkers: The current reports capture capitalized equipment, furniture and fixtures, building improvements and sensitive items.
63. If your organization does perform an annual property inventory, how long does it take to complete from start to finish? City of Yonkers: It is estimated to take four to six weeks to perform annual inventory. The reporting requires additional time.

**RFP-325 ADDENDUM #3- ACKNOWLEDGEMENT - email to Edward Dodge.
Edward.dodge@yonkersny.gov or return via fax:914.377.6032**

Bidding Firm: Barcoding Inc.
 Address: 2340 29th Street Astoria Queens NY 11105
 Bidder's Representative: Rocky Pugliese Title: Enterprise Acct. Mgr.
 E-mail: ROCKY.PUGLIESE@BARCODING.COM
 Signature: [Handwritten Signature]
 Telephone: 585-259-4601 Fax: 866-317-3547 Date: 3/7/16

7.0: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Sentinel Insurance Company, LTD. 11000 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED BONDURANT ENTERPRISES INC 621 Admiral Drive 6408 Annapolis, MD 21401	

COVERAGES **CERTIFICATE NUMBER: 460256** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____					EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	N 76WEGKU9395	05/17/2015	05/17/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job Reference: Yonkers 2016 Bid

CERTIFICATE HOLDER The City School District of Yonkers New York One Larkin Center - 3rd floor Yonkers, NY 10701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2014/01)

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8.0: PROPOSAL FORMS

SCHEDULE B

Fixed Asset Inventory Tracking System
And Related Services

SCHEDULE "B"

**Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women**

As part of the City/School District's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City/School District contracts, and in furtherance of Article VIII of Chapter 13 of The City/School District Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 *et seq.*, or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 *et seq.*, and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 - No
 - Yes (as a business owned and controlled by persons of color)
 - Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 - No
 - Yes (as a MBE)
 - Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: MBE Certification through Department of Transportation Number 11-087
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 - Yes
 - No
6. Name of Firm/Business Enterprise: ProBar, A Division of Bondurant Enterprises Inc.
 Address: 621 Admiral Drive, Suite 408
Annapolis, MD 21401
 Completed By (Print Name/Title): Michael Moss, Vice President
 Signature: *Michael Moss*

Fixed Asset Inventory Tracking System
And Related Services

SCHEDULE "B"
**Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women**

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In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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 - Yes (as a business owned and controlled by persons of color)
 - Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 - No
 - Yes (as a MBE)
 - Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 - Yes
 - No

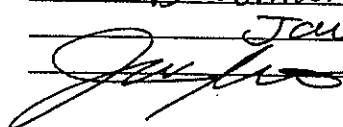
6. Name of Firm/Business Enterprise: _____
Address: _____
Completed By (Print Name/Title): _____
Signature: _____

Intelligence LLC

E-Innovative Services LLC DBA E-ISC/Asset

3500 Boston Street, Suite 316
Baltimore, MD 21224

Joubie Luo, CEO



ADDITIONAL SCHEDULES