

TIPS VENDOR AGREEMENT

Between Andrews Technology HMS, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210502 Time Clock Systems

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned

Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

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

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the

TIPS Member.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures

and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability \$1,000,000 each Occurrence/ Aggregate

Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210502 Time Clock Systems

Company Name Andrews Technology HMS, Inc.

Address 1213 Culbreth Drive

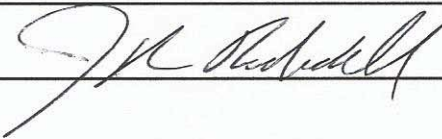
City Wilmington State NC Zip 28405

Phone 888-357-7299 Fax 516-674-8119

Email of Authorized Representative Jamie@andrewstechnology.com

Name of Authorized Representative Jamie Blundell

Title President

Signature of Authorized Representative 

Date 6/29/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 7-22-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210502

**Andrews Technology HMS, Inc.
Supplier Response**

Event Information

Number: 210502
Title: Time Clock Systems
Type: Request for Proposal
Issue Date: 5/6/2021
Deadline: 6/18/2021 03:00 PM (CT)
Notes:

IF YOU CURRENTLY HOLD TIPS CONTRACT 190501 TIME CLOCK SYSTEMS, YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TIME CLOCK SYSTEM OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 190501 TIME CLOCK SYSTEMS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Andrews Technology HMS, Inc. Information

Contact: Jamie Blundell
Address: 1213 culbreth drive
wilmington, NC 28405
Phone: (516) 592-0885
Fax: (516) 674-8119
Toll Free: (888) 357-7299 x8103
Email: jamie@andrewstechnology.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jamie Blundell

Signature

Submitted at 5/12/2021 10:47:29 AM

jamie@andrewstechnology.com

Email

Requested Attachments

Agreement Signature Form

210502 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210502 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

Novatime Solution Overview.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

210502 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

210502 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Lit-NOVAtime-NT8000 Smart Time Clock.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

logo gif.GIF

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION CERTIFICATION OF CORPORATE OFFERER FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210502 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W_9 2019-Andrews Technology.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Andrews Technology provides leading edge time & attendance solutions to customers from 50 employees to 50,000 employees. Our offices are located in Texas, New York, Connecticut, New Jersey, Pennsylvania, Virginia, North Carolina, Florida, Arizona and California. We exclusively represent the NOVAtime Time & Attendance System. NOVAtime tracks employee time, attendance and projects accurately while helping to control labor costs, minimize compliance risks and increase productivity. NOVAtime supports a variety of time clock options including desktops, time clocks, mobile apps, IVR systems, and features a number of innovative self-service tools that can be customized to fit any business or organization. In addition to the base functions, NOVAtime provides an Advanced Scheduling System for the complex needs of Public Safety, FMLA Case Tracking Module, Advance Reporting options and a powerful Analytics (NOVApower Analytics) engine. Additionally, NOVAtime can be integrated with over 300 payroll and HR solution providers. Andrews Technology is qualified to provide the highest levels of service. Our company has been rated #1 out of all time and attendance companies in regards to customer satisfaction. Consistently, the company has received a customer satisfaction rating of over 98%; this evaluation has been provided by an external rating agency. Andrews Technology is known for providing the highest levels of training in the industry. The company is extremely confident that its customers will be satisfied with its training program; In fact, Andrews Technology provides unlimited training at no additional charge. We provide customers with unlimited on-site and/or web training. This ensures that customer's key personnel will be comfortable with the software before going live. The additional training will be provided at no charge. Regarding data collection, if you prefer Badge, Hand Recognition, Fingerprint, PC Entry, PDA or Phone Entry, etc., Andrews Technology will successfully install the technology of your choice as soon as you require.

6 Primary Contact Name

Primary Contact Name

Jamie Blundell

7 Primary Contact Title

Primary Contact Title

President

8 Primary Contact Email

Primary Contact Email

Jamie@andrewstechnology.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5165920885"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5166748119"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5165920885"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Perry Maxwell"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Office Manager"/>
-----------	--

14	Secondary Contact Email Secondary Contact Email <input type="text" value="perry@andrewstechnology.com"/>
-----------	---

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8883577299"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Perry Maxwell"/>
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19	Admin Fee Contact Email Admin Fee Contact Email perry@andrewstechnology.com
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8883577299
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Jamie Blundell
22	Purchase Order Contact Email Purchase Order Contact Email Jamie@andrewstechnology.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5165920885
24	Company Website Company Website (Format - www.company.com) www.andrewstechnology.com
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) [REDACTED]
26	Primary Address Primary Address 1213 culbreth drive
27	Primary Address City Primary Address City wilmington
28	Primary Address State Primary Address State (2 Digit Abbreviation) North Carolina
29	Primary Address Zip Primary Address Zip 28405

3
0 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

time clock, time and attendance, time keeping, time & attendance, time tracking, attendance management,

3
1 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Wilmington

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

North Carolina

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

41 Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

42 Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

43 Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

44 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 5 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 6 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 7 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 8 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 9 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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1

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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2

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

3 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 **2 CFR PART 200 Contracts**

4 Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 **2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
6

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 3 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6 4 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
5** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
6** **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

7

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

8

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

9

70 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

71 Venue, Jurisdiction and Service of Process

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
5

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
6

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

9 Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

87 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

88 Required Confidentiality Claim Form

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

89 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

90 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

9 1 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 2 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 4 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 Upload of Current W-9 Required
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Williamsburg James City Schools	Wayne Souza	Wayne.souza@wjccschools.org	757-603-6511
Falcon School District #49	Debbie Knoerr	dknoerr@d49.org	719-495-1102
Norwalk Board of Education	Aileen Acevedo	AAcevedo@norwalkct.org	203-854-7721
Spalding County	Miles Neville	mneville@spaldingcounty.com	770-467-4221
Beaufort County	Emily Stewart	estewart@bcgov.net	843-255-2985
Franklin County	Annette Sisk	annettesisk@franklincountyfinance.com	931-967-1280
City of Covington	Ashlan Webb	atroutman@cityofcovington.org	678-212-6467
Jersey City Public Schools	DG	dgupta@jcboe.org	201-915-6292
City of Harrisonburg	CeCe Dodd	Cece.dodd@harrisonburgva.gov	540-437-2602
Camden County	Mandy Blair	Mandy_blair@camdenmo.org	573-346-4440 x1344

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

Andrews Technology HMS, Inc.

OFFERER: _____
(Name of Corporation)

Perry Maxwell

_____, I, (Name of Corporate Secretary) certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

Jamie Blundell

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available



SIGNATURE

5/12/21

DATE

Required Confidential Information Status Form

Andrews Technology HMS, Inc,

Name of company

Jamie Blundell, President

Printed Name and Title of authorized company officer declaring below the confidential status of material

1213 Culbreth Drive

Wilmington

NC 28405

5165920885

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF ^{11 pages of Pricing Form 1 and 2} _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Jamie Blundell

Digitally signed by Jamie Blundell
Date: 2021.06.29 16:26:17 -04'00'

Date 6/29/21

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____

Date _____



Novatime Software & Hardware Functions and Capabilities

The following section details the functions and capabilities of both the Novatime software and hardware.

Novatime is a leading web based Time & Attendance solution designed to automate the process of tracking hours worked (regular/overtime/comptime) and accruals. At the end of each pay-period the hours and accrual balances can be electronically sent over to over 400 different payroll systems through Novatime's payroll export functionality. The system can support an unlimited number of employees and managers/users. Employees can punch in/out through several different data collection devices including PC, Pin Entry, Card Swipe, Biometric Finger, Biometric Hand, Phone, and smartphone applications. Novatime also provides employees with Self Service capabilities through PC, time clock, and smart phone. Through the Employee Self Service functionality employees can do any or all of the following: view timesheet, view schedules, view status of accruals, electronically request time off, submit and track expenses.

Below are several highlights of the software and hardware:

Software Functionality Highlights

- **Notification Module:** One of the more state-of-the-art features in Novatime 5000. With this module the system can alert employees and/or managers as things occur by email or text message in real time. Examples include: sending email/text letting an employee know they are "X" minutes late... its 9:30am and they were supposed to punch in by 9am and never did. Managers can get the same alert letting them know how many of their staff have not shown up yet. The Notification module can be used many different ways. Best described over a demo.
- **Delegation Module:** Allows a manager to assign their normal responsibilities to another manager if they will be out on vacation. Items get rerouted to the replacement manager and automatically go back to the normal manager the day they return.
- **Retro Pay Module:** Retro Pay allows selected payroll personnel to enter hours into a previously closed pay period that the time was missed for payment in the current payroll, but all hours are charged to the pay period they were worked in for reporting etc.
- **Dashboard:** Customizable dashboard for each manager. Allows managers to work much more efficiently in Novatime. The dashboard was designed to allow managers to get in and out of Novatime faster after completing their tasks. Best discussed during a demo.
- **Employee Web Services:** Allows employees to punch in/out at a PC. Allows employees to check their time record or schedule from a PC. Allows employees to view status of sick/vacation/personal days. Allows employees to electronically request time off.
- **Mobile Applications:** Allows employees to download applications for Androids, iPhones and iPads. Employees can be allowed to punch from mobile applications. If so their punch will be GPS tracked. They can also be allowed to do other things, see their schedule, see their timesheet, request a day off right from their phone.
- **1 Click Shortcuts:** Shortcuts that allow supervisors to easily bounce back and forth from an employee's timesheet, to their schedule, to their HR record without having to jump into different sections of the system.
- **Payroll Integration:** Novatime has an existing integration with over 400 different payroll systems. The integration is bi-directional. Hours and Accruals can be exported out of Novatime and imported into payroll. Employee information such as name, employee number, home job, home department, etc. can be exported out of payroll and imported into Novatime. The integration with each of the 400 existing payroll bridges is included with our response and is 100% guaranteed.



Hardware Functionality Highlights

All of Novatime's time clocks are PUSH devices. Meaning all punches are sent to the server in real time. No polling is needed with Novatime PUSH clocks. Please see the Descriptive Literature section for spec sheets on the NT55M, and NT8000 terminals listed below.

- **NT8000:** Available as an HID Proximity, Pin Entry, or Biometric finger terminal. The NT8000 has function buttons which can be customized to provide employees with self service capabilities or labor tracking capabilities right at the clock. Employees can be allowed to view their schedule, view their timesheet, and/or status of sick/vacation/personal days. The NT8000 also has messaging capabilities where managers can send messages to groups or individuals displayed at the clock once employees punch in/out. With Labor tracking employees can be prompted for what job, location, department, etc. are they punching into. The NT8000 is a touch screen terminal with a built in camera where a picture can be taken of each employee every time they punch. The clock is also multi language and can be changed to display information in Spanish, French or Chinese. The clock has communication options. The clock supports standard Ethernet, Power Over Ethernet, or Wireless. Additionally, the clock has the ability to allow employees to request time off at the terminal. The request is forwarded to the appropriate supervisor for approval.
- **CarePoint:** Functionality available as a direct response to Covid 19. This includes Thermal Reading and Voice Activation. The NT8000 time clocks will take a temperature of employees as they punch in for work. The clock will prohibit an employee from punching in if they have a fever. The degree of the pass/fail for the fever can be set by each individual client. Voice Activation will enable a fully touch free device. Employees will be able to punch in/out and perform labor transfers through voice commands and never have to physically touch the time clock.
- **NT55M:** Portable clock available as WiFi or Cellular. The NT55M is designed for field employees who may not come into the office every day. Managers would be responsible for taking the NT55M and clocking in each employee. Employees can be clocked in individually or at a group level using the "Team Punch" feature.

Note: There is no need for privacy concerns with the fingerprint terminals. No fingerprint information is sent from the clock to the server. All fingerprint templates are saved as numeric codes unique to each employee. The only information sent from the clock to the server is Employee ID number and their Biometric code number.

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (888) 357-7299 or me directly at (516) 592-0885 or jamie@andrewstechnology.com

Sincerely,

Jamie Blundell

Jamie Blundell
President

NOVAtime 5000 Solution Overview

NOVAtime Technology, Inc. is a software development company that created the web-based NOVAtime 5000 platform and all previous NOVAtime products. NOVAtime serves as a technological leader in the industry, as its strategy for success focuses on continued research and development of new technologies. NOVAtime strives to continuously improve its workforce management solutions and advance its product offerings—a result of the company’s determination to provide a well-rounded product with the ability to integrate with multiple applications (HRIS, Payroll, Finance, ERP, etc.). NOVAtime wants your organization to have the best workforce management tool, in order to run efficiently throughout all departments. From an employee’s first punch, to a paycheck being issued, NOVAtime’s goal is to work with your organization to create a complete solution that is best suited for your organization.

The NOVAtime 5000 application can be delivered as Software as a Service, a licensed model, or a hybrid solution, giving your organization the option to choose the method most appropriate for your organization. The system is fully scalable to support time, attendance, leave, and scheduling as standard modules within a single database—all of which are completely integrated within the application. This means, as real-time hours affect the accruing of time off, balances will be calculated and displayed immediately, in real time.

NOVAtime 5000 also tracks a variety of data, including hours worked, attendance policies, accrual balances, leave taken, expense accounts, overtime, and more. The system is intuitive and user-friendly, making it easy to learn by any user type.

Additionally, NOVAtime 5000 is workflow enabled and can send notifications to supervisors via email or through the use of the customizable dashboard. Electronic communications are provided through secure, confidential communications—streamlining processes and operations, while eliminating the need for paper trails. SSL protocol provides authenticity of the NOVAtime 5000 database, but it also ensures privacy and data integrity through encryption. Firewalls and intrusion prevention systems are deployed to prevent unauthorized access, and the only data that can enter is SSL traffic. Furthermore, because the NOVAtime 5000 application is Plynt Certified, your organization can be confident that all system data is secure.



Real-Time Management with Push Technology

Also known as “server push,” the term “push technology” refers to a type of data distribution that automatically delivers data in real time or at defined intervals. NOVAtime was one of the first to market with push technology, beginning in 2006, which now enables NOVAtime 5000 to operate in real time through the use of internet-based communication. When data is entered into the NOVAtime 5000 system through any data collection method, the NOVAtime server will automatically send the updated information to system users, without requiring the user to initiate a request for the update. In contrast, “pull technology” polls data and requires the system user to “refresh” or request an update in order to view the latest information. NOVAtime 5000 eliminates data polling through the use of push technology, providing system users with the most accurate and up-to-date employee data at all times, from any device.

Data Collection

Whether your employees use PC/web entry, badge swipe, or biometric identification, the process of collecting time punches becomes quick and easy with the use of NOVAtime 5000. The system supports multiple methods of time entry, and NOVAtime offers the greatest number of data collection options in the industry. This includes PC/web entry, telephone IVR, mobile apps for smartphones and tablets, portable PDA devices, and various time clock models that can verify employees via biometrics, key-in, proximity badges, and bar code cards. Additionally, all data collection hardware devices utilize push technology, providing your organization's management with access to real-time tracking of employee data and ultimately helping your organization to better understand its labor situation.

Exception Tracking and Notification

NOVAtime 5000 is exception-based, from pay rules to shifts and schedules. Exceptions are defined and tracked at the employee level, and the system's notification engine will alert supervisors when exceptions occur. NOVAtime 5000 can display timesheet exceptions on a supervisor's user dashboard and the supervisor can also run exception reports. Additionally, the application features an Attendance Points System for effective management of attendance policies and pattern tracking. The Points System allows point values to be assigned to exceptions, e.g. tardiness, absences, and leaving early. Rules and threshold levels can be set up so that supervisors can view employees with the selected exception type meeting or exceeding the threshold. Once a threshold is reached, the system can automatically generate pre-configured HR documents that supervisors may review with their employees. The points system could also be used to reward employees for following attendance guidelines and/or perfect attendance.

Timesheet Editing & Approval

NOVAtime 5000 allows supervisors to review, edit, and approve assigned employees' timesheets, schedules, accrual, and labor costing information. Employee punches and attendance exceptions are displayed in SWS for quick corrections as needed. This eliminates the need for supervisors to review individual employee timesheets to find any mistakes, ultimately improving efficiency and allowing supervisors to spend more time performing other management tasks. Also, the system features an audit log in which all edits and adjustments are tracked (including who, what, where, and when), and because a note is required for every edit, the audit trail can prevent or resolve disputes over data changes.

Employee Management & Scheduling

NOVAtime 5000 features a complete scheduling feature that is designed to enable the creation and management of both permanent and temporary employee schedules. This provides supervisors with the ability to create a distinct point of reference for employee information, while providing the system with the expected start and end times of various work shifts. The system also features time saving additions, such as schedule copying/forwarding, budget analysis, group scheduling, departmental coverage, and schedule templates. NOVAtime 5000 is also able to import schedules from other programs, and the system provides multiple scheduling methods, including Smart Scheduling and an Advanced Schedule Manager (ASM) designed for public safety organizations, such as fire departments, police departments, and public works. Please see the ***Scheduling Modules*** section for more details on all of the innovative scheduling features of NOVAtime 5000.

Pay Rule Automation & Enforcement

Pay rules are parameter-driven and easy to setup, change, and track. NOVAtime 5000 enables up to eight labor levels, each able to hold an unlimited amount of pay rule values, and the system will track any amount of transfers between the levels. The system also offers unlimited tracking of job and work assignments, recorded by pay code, and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module supports an unlimited amount of codes that can be assigned to employee hours and pay rules. These may be defined by location, department, job, cost center, project, etc., and drop down menus and lockouts can be set up to enhance the usability of pay codes in the NOVAtime 5000 system.

[Additional information regarding pay rules is provided on the following page.]

NOVAtime 5000's Rule Setup feature is used to configure various rules that affect how employee time is calculated. This includes the following types of pay rules:

- Shift rules – scheduled start/end, meals, breaks, and premium parameters;
- Policy rules – pay period definitions, overtime, punch rounding rules, etc.;
- Holiday rules – paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked, etc.;
- Accrual rules – vacation, sick time, PTO, etc.;
- Pay matrix rules – complex shift differential and premium rules;
- Point system rules – automation of attendance policies.

Reporting

NOVAtime 5000 features an internal report generator that includes over 100 report templates that are defined by business need and can be configured to your organization's specific requirements. The powerful report generator allows system users to select the report output (PDF, Excel, RTF, HTML, or CSV), apply various filters, select column order, and utilize dynamic report sorting. Additionally, reports can be published and used by all system users, selected system users, or the report publisher only.

HR/Payroll Integration

NOVAtime Enterprise Web Services (NEWS) is the interface platform between NOVAtime 5000 and third-party applications. NEWS allows for the import and export of data into multiple systems through standardized XML/SOAP formats, eliminating duplicate data entry. With an internal mapping and interface builder, NOVAtime 5000 can integrate with virtually any system. The system will link to your organization's HR system to populate users, departments, leave accruals, etc., and the payroll bridge enables simple transfer of employee pay and hours to payroll. As of today, NOVAtime has developed seamless interfaces to over 300 payroll, HRIS, ERP, job tracking, scheduling, and accrual systems. New interfaces are being built on a regular basis, and if NOVAtime does not have an existing interface to an application that your organization is utilizing, the Research and Development department will be able to create an appropriate interface bridge in minimal time.

Self-Service User Accounts

NOVAtime 5000 is web-based for all users, including payroll administrators, system administrators, supervisors, and employees. Self-service user accounts can be accessed through a PC via a standard web browser, as well as through selected time clocks, telephony, and the mobile app. The application provides three different types of user accounts, detailed in the following pages.

[Information regarding web services for administrators, supervisors, and employees is provided on the following pages.]

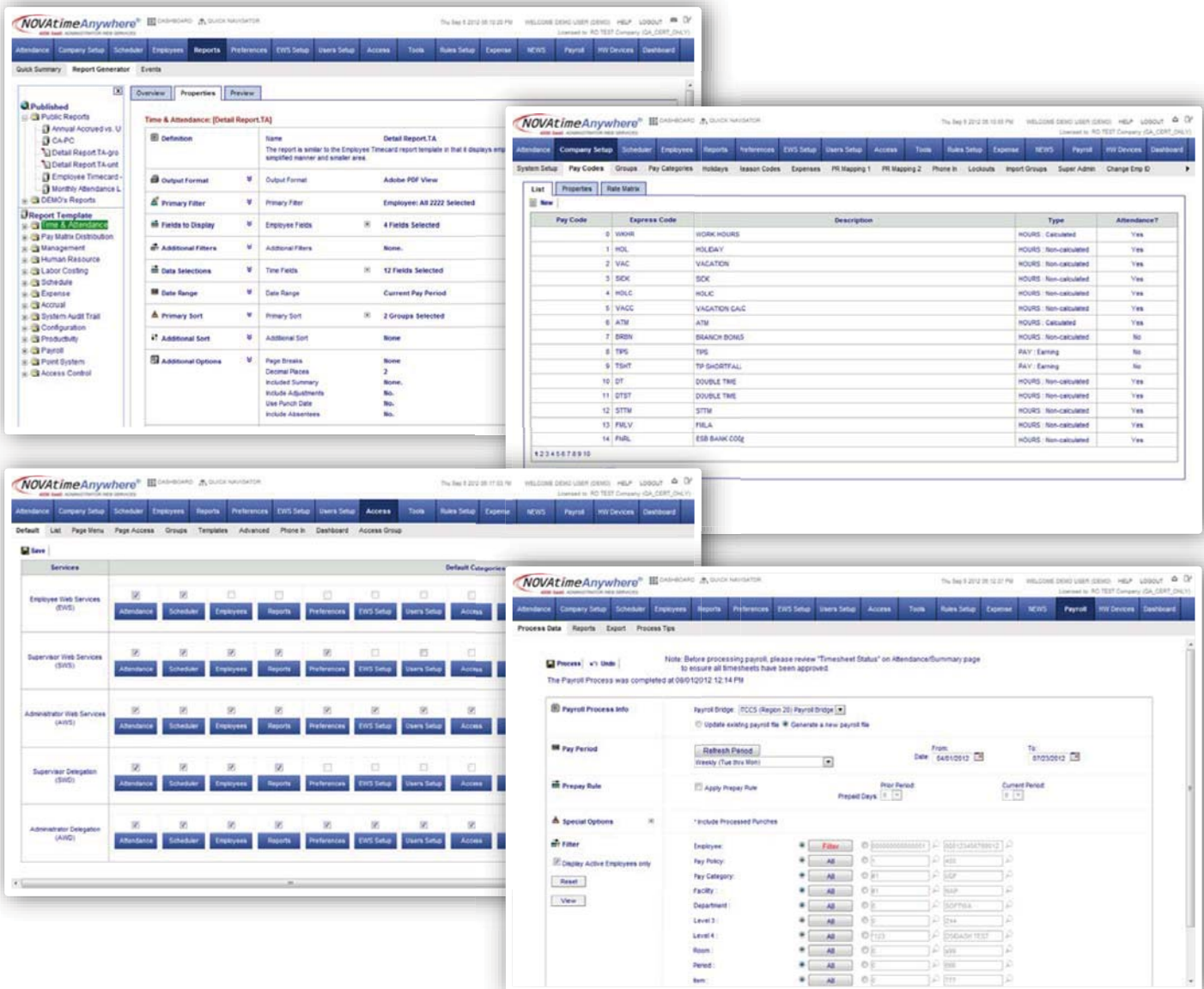
Administrator Web Services (AWS):

AWS enables system administrators to set up and manage the NOVAtime 5000 solution according to company requirements. The following features can be configured in AWS:

- Company-wide system parameters that control web access, report access, IP address restrictions, and email server identification;
- System-wide rules to control system function;
- Pay codes, pay rules, labor levels, etc.;
- User delegation that defines what type of access is granted (e.g. administrator, supervisor, employee);
- Security Access Groups that define what pages and features are enabled or disabled;
- Benefit accrual and point system rules;
- Data collection hardware;
- NOVAtime Enterprise Web Services (NEWS) for HTML data exchange with HR/Payroll systems.

AWS also enables payroll administrators to perform the following functions:

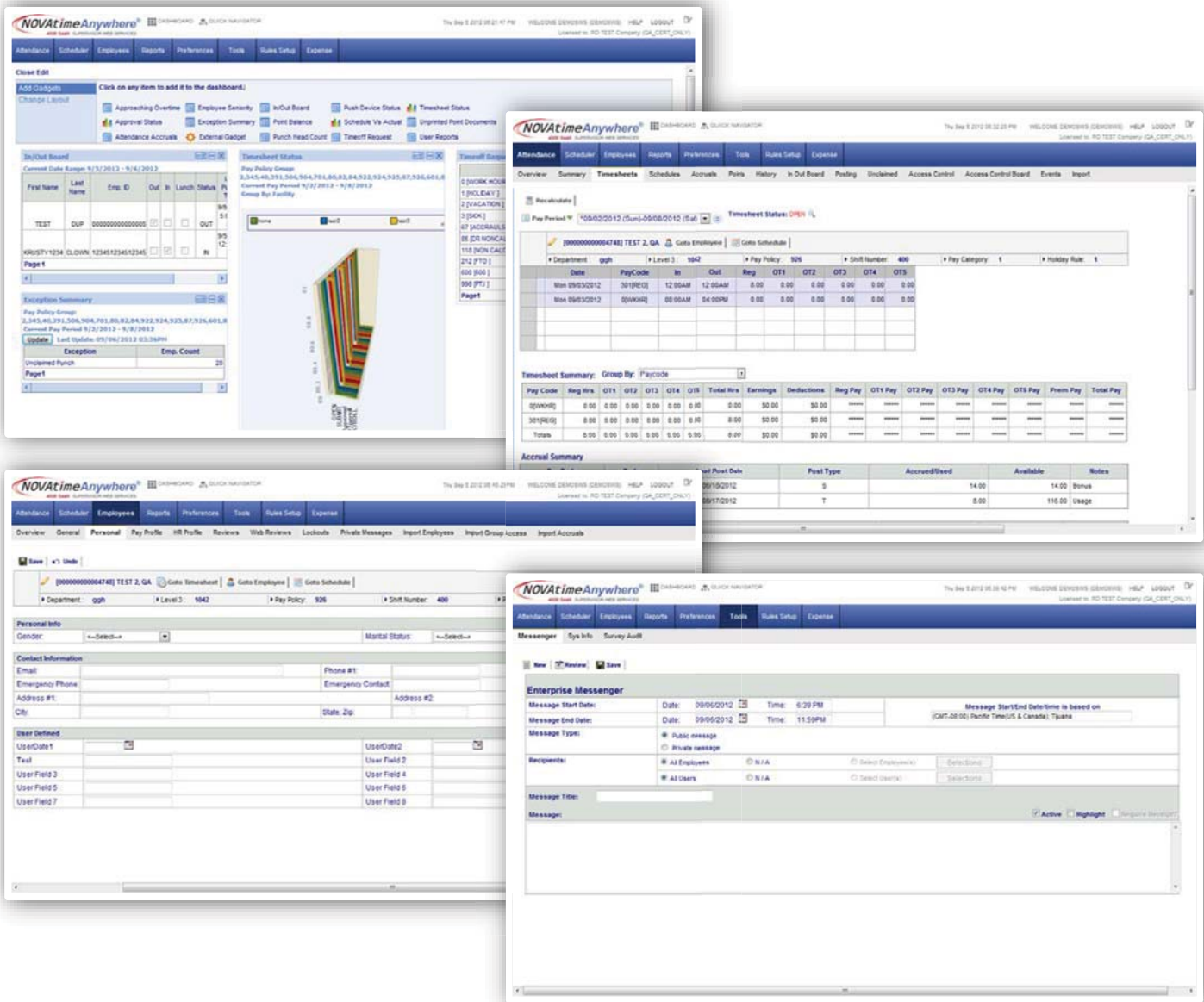
- Review and approve timesheets for payroll;
- Generate payroll reports;
- Process payroll with the ability to prepay employees based on their scheduled hours.



Supervisor Web Services (SWS):

SWS provides supervisors with real-time information and features for accurate and efficient labor management. The system enables supervisors to perform the following functions:

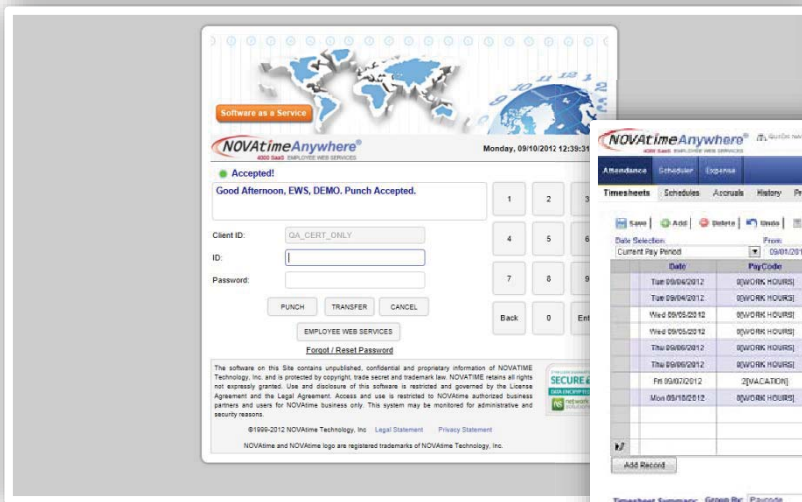
- Review, edit, and approve employee timesheets;
- Configure data fields included in the timesheet view;
- View summaries of timesheet information, as well as overall departmental cost and performance evaluation (including total hours and pay amounts sorted by pay type);
- Create new employee work schedules and view current and past schedules;
- View employees' timesheets, schedules, accruals, history, etc.;
- Review budget hours;
- Approve, decline, or cancel employee time-off requests;
- Review, approve, or reject expense submissions;
- Validate employee benefit accruals (including hours available and used for each accrual type);
- Review employee point system balances and points history;
- Configure and generate management reports.



Employee Web Services (EWS):

EWS enables employees to access their own time and attendance information online. The system will allow employees to perform the following functions:

- Punch IN/OUT and enter other timesheet data (e.g. job transfers, missing punches, etc.);
- View current and past pay periods' timesheets and employee data (e.g. summary of hours by type, earnings, deductions, etc.);
- View Point System summary;
- Sign and submit completed timesheets;
- View work schedules in various displays (e.g. summary view and calendar view for pay period or selected date range);
- View accrual information and balances by accrual type (e.g. hours earned, used, available, carried over, etc.);
- Submit time-off requests;
- View complete attendance history by week, month, year, or selected date range;
- View a detailed attendance summary for a selected date range;
- View and update personal profile information (e.g. email, phone number, address, emergency contact information, password, etc.);
- Add notes to time punches for supervisors to view.



Date	PayCode	In	Out	OTR	Avail	Reg	OT-1	OT-2	Daily Hours	Notes	Shift	Exp	In/Out Exp
Tue 09/04/2012	9WORK HOURS	09:25AM	01:34PM		4.23	0.00	0.00		0.00		00003-Tu	08:30-17:30	T 58,2236
Tue 09/04/2012	9WORK HOURS	07:30PM			0.00	0.00	0.00		4.23		00003-Tu		
Wed 09/05/2012	9WORK HOURS	08:51AM	01:43PM		4.30	0.00	0.00		0.00		00003-Wed	08:30-17:30	W 61
Wed 09/05/2012	9WORK HOURS	02:41PM	06:15PM		3.57	0.00	0.00		7.87		00003-Wed	08:30-17:30	W 52,45
Thu 09/06/2012	9WORK HOURS	09:23AM	01:24PM		4.02	0.00	0.00		0.00		00003-Th	08:30-17:30	T 63
Thu 09/06/2012	9WORK HOURS	02:19PM	07:01PM		2.86	0.72	0.00		0.72		00003-Th	08:30-17:30	W 55,91
Fri 09/07/2012	VACATION				0.00	0.00	0.00		0.00		00003		
Mon 09/10/2012	9WORK HOURS	10:05AM			0.00	0.00	0.00		0.00		00003-Mo		

Pay Code	Reg Hrs	OT-1	OT-2	Total Hrs	Earnings	Deductions	Reg Pay	OT-1 Pay	OT-2 Pay	Prev Pay	Total Pay
9WORK HOURS	20.18	0.00	0.00	20.18	\$0.00	\$0.00	\$0.00				
	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00				
	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00				
	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00				

ID	Name	Pay Category	Hire Date	Pay Code	Last Post Date	Post Type	Accrued/Used	Available	Hours	Carry Hours	Used	Adjust	Earned	Available
00000000000000000000	EWS_DEMO	2 (HOURLY)	09/09/2011	9VACA	09/07/2012	T	0.00	45.50					0.00	45.50
12	S	09/07/2012	0.00	53.50	0.00	0.00	0.00	0.00					45.50	
12	S	09/01/2012	0.67	48.83	0.00	0.00	0.00	0.00					33.50	
12	S	07/01/2012	0.67	43.17	0.00	0.00	0.00	0.00					40.23	
12	S	06/01/2012	0.67	30.50	0.00	0.00	0.00	0.00					40.17	
12	S	05/01/2012	0.67	26.83	0.00	0.00	0.00	0.00					33.50	
12	T	04/10/2012	0.00	34.83	0.00	0.00	0.00	0.00					26.83	
12	S	04/01/2012	0.67	28.17	0.00	0.00	0.00	0.00					34.83	
12	S	03/01/2012	0.67	21.50	0.00	0.00	0.00	0.00					28.17	
12	T	02/24/2012	0.00	29.20	0.00	0.00	0.00	0.00					21.50	
12	S	02/01/2012	0.67	22.83	0.00	0.00	0.00	0.00					29.20	
12	T	01/05/2012	0.00	25.33	2.50	0.00	0.00	0.00					22.83	
12	T	01/03/2012	0.00	33.33	8.00	0.00	0.00	0.00					25.33	
12	S	01/01/2012	0.67	26.67	0.00	0.00	0.00	0.00					33.33	
11	S	12/01/2011	0.67	20.00	0.00	0.00	0.00	0.00					26.67	
11	S	11/01/2011	0.67	13.33	0.00	0.00	0.00	0.00					20.00	
11	S	10/01/2011	0.67	6.67	0.00	0.00	0.00	0.00					13.33	
11	S	09/01/2011	0.67	0.00	0.00	0.00	0.00	0.00					6.67	



User Authentication:

NOVAtime 5000 features ample security options for user login and authentication. The system supports a “Strong Password” feature, along with the following options that may be enabled or disabled by your organization:

- Minimum password age: Administrators may define the number of days that a password will remain valid. After this period of time, users will be prompted to change their password.
- Password expiration warning message: Administrators may designate the number of days that a password expiration warning will appear, prior to requiring a password to be changed.
- Password history: Administrators may define the number of passwords changes that must occur before a past password is reused.
- Password requirements: Administrators may set up requirements for case sensitivity, special characters, consecutive characters, and alphanumeric sequences.

NOVAtime also enables the following security options for login/password access:

- Lightweight Directory Access Protocol (LDAP): NOVAtime 5000 supports the LDAP feature, allowing authentication of users against the client’s domain level security (Active Directory) for access to the NOVAtime 5000 solution. Use of this feature simplifies the password and user management for employees, supervisors, and administrators, i.e. if a user is disabled in a domain, access to the NOVAtime 5000 system will not be allowed.
- Random Image Authentication (RIA): The RIA feature displays and alphanumeric code that the user must input in order to gain access to the NOVAtime 5000 application. This is often used to ensure human usage of the system, preventing any machine or programmatic use. System administrators may enable the RIA feature for a specific group of employees, supervisors, and/or administrators.
- Single Sign-On (SSO): NOVAtime 5000 supports several SSO models. This allows users and employees, who are already logged into other organizational applications, to access the NOVAtime 5000 system without being required to re-enter username and password information. The SSO implementation uses Web Services (SOAP/WCF) extensively and is built using the .NET 3.5 framework, so it will not be necessary for your organization to build the module in .NET—any environment that can consume the Web Services will be sufficient.

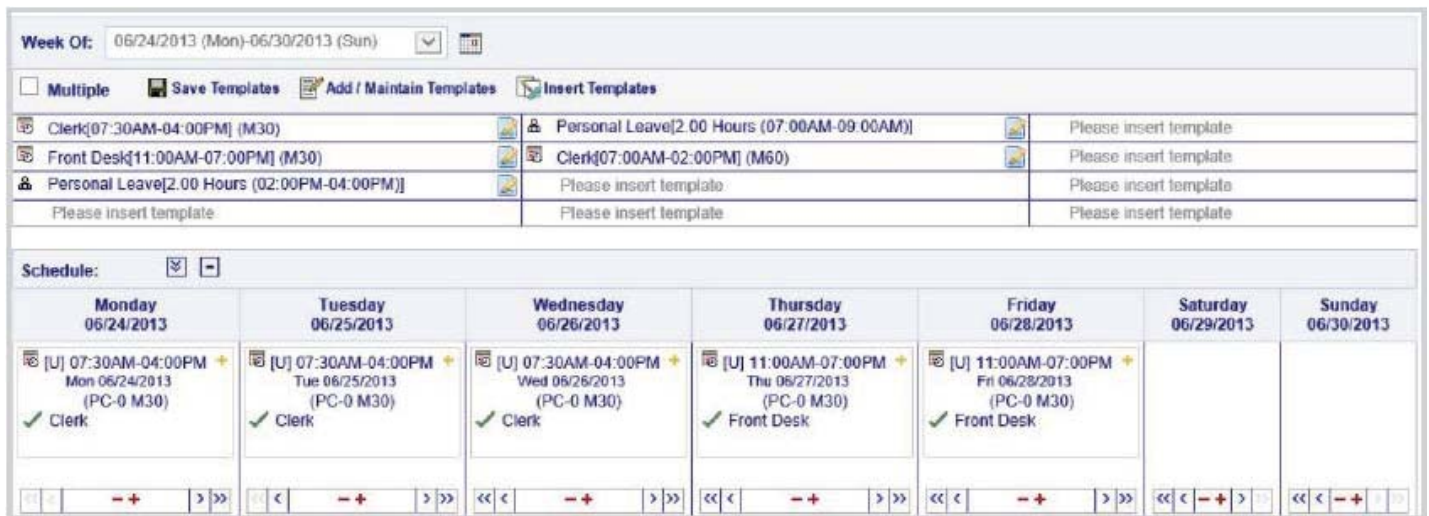
Scheduling Modules

Standard Scheduling

The NOVAtime 5000 Scheduler module enables the creation and management of both permanent and temporary employee schedules. The system supports unlimited definitions of shift schedules, assignments, patterns, and rotations, while offering time-saving additions, such as schedule copying and forwarding, budget analysis, group schedule features, departmental coverage, and group/personal templates.

Template Schedules

Templates are used to override assigned shift schedules for individual or multiple employees. The user-defined templates contain the pay code, department, start/end times, meal break minutes, and total scheduled hours. New templates can be easily created and saved for future use, and existing templates can be applied with just a few quick clicks.



Week Of: 06/24/2013 (Mon)-06/30/2013 (Sun)

Multiple Save Templates Add / Maintain Templates Insert Templates

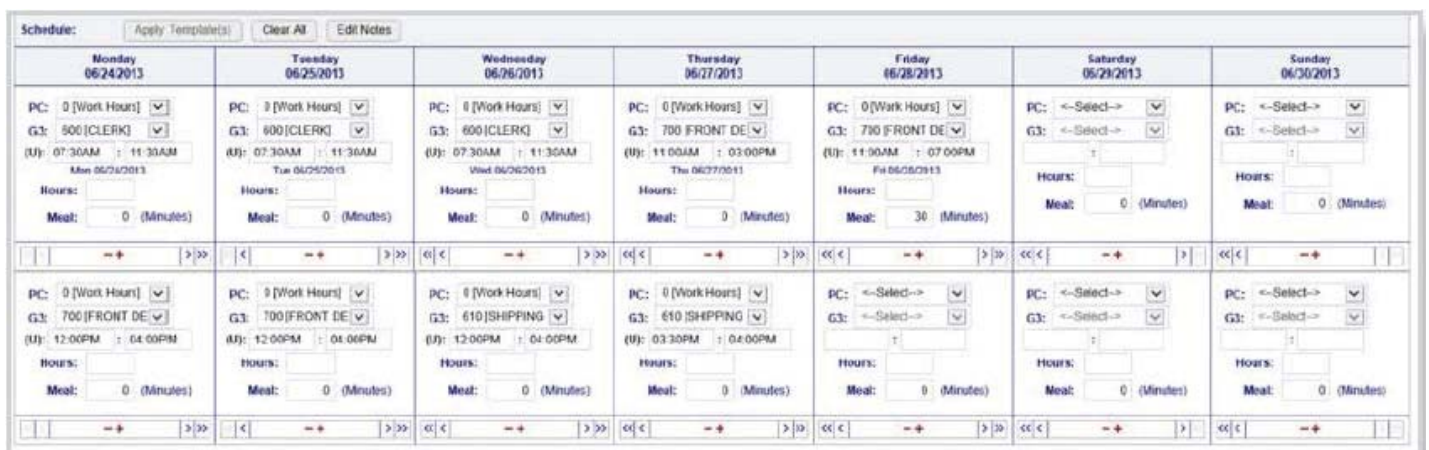
Clerk[07:30AM-04:00PM] (M30)	Personal Leave[2.00 Hours (07:00AM-09:00AM)]	Please insert template
Front Desk[11:00AM-07:00PM] (M30)	Clerk[07:00AM-02:00PM] (M60)	Please insert template
Personal Leave[2.00 Hours (02:00PM-04:00PM)]	Please insert template	Please insert template
Please insert template	Please insert template	Please insert template

Schedule:

Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
[U] 07:30AM-04:00PM + Mon 06/24/2013 (PC-0 M30) ✓ Clerk	[U] 07:30AM-04:00PM + Tue 06/25/2013 (PC-0 M30) ✓ Clerk	[U] 07:30AM-04:00PM + Wed 06/26/2013 (PC-0 M30) ✓ Clerk	[U] 11:00AM-07:00PM + Thu 06/27/2013 (PC-0 M30) ✓ Front Desk	[U] 11:00AM-07:00PM + Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		

Free-Form Schedules

Free-form schedules can also be created to override assigned shift schedules for individual or multiple employees. The pay code, department, start/end times, total hours, and meal break minutes can each be defined independently, allowing flexibility that accommodates unique schedules that do not necessitate templates.



Schedule: Apply Template(s) Clear All Edit Notes

Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
PC: 0 [Work Hours] v G3: 600 [CLERK] v (U): 07:30AM : 11:30AM Mon 06/24/2013 Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 600 [CLERK] v (U): 07:30AM : 11:30AM Tue 06/25/2013 Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 600 [CLERK] v (U): 07:30AM : 11:30AM Wed 06/26/2013 Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 700 [FRONT DE] v (U): 11:00AM : 03:00PM Thu 06/27/2013 Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 700 [FRONT DE] v (U): 11:00AM : 07:00PM Fri 06/28/2013 Hours: <input type="text"/> Meal: 30 (Minutes)	PC: <-Select-> v G3: <-Select-> v Hours: <input type="text"/> Meal: 0 (Minutes)	PC: <-Select-> v G3: <-Select-> v Hours: <input type="text"/> Meal: 0 (Minutes)
PC: 0 [Work Hours] v G3: 700 [FRONT DE] v (U): 12:00PM : 04:00PM Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 700 [FRONT DE] v (U): 12:00PM : 04:00PM Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 610 [SHIPPING] v (U): 12:00PM : 04:00PM Hours: <input type="text"/> Meal: 0 (Minutes)	PC: 0 [Work Hours] v G3: 610 [SHIPPING] v (U): 03:30PM : 04:00PM Hours: <input type="text"/> Meal: 0 (Minutes)	PC: <-Select-> v G3: <-Select-> v Hours: <input type="text"/> Meal: 0 (Minutes)	PC: <-Select-> v G3: <-Select-> v Hours: <input type="text"/> Meal: 0 (Minutes)	PC: <-Select-> v G3: <-Select-> v Hours: <input type="text"/> Meal: 0 (Minutes)

On-Demand Schedules

On-demand scheduling is used to define the resource coverage requirements of specific jobs. The system displays the daily resource demands, actual assignments, and variances of specific jobs. Supervisors can analyze this data and assign employees to job schedules with significant variances, ensuring adequate staffing to meet necessary resource demands.

Schedule Import

Employee schedules can be imported to NOVAtime 5000 from third-party scheduling applications. The system supports CSV, XSL, and SDF formats, and automatic data import can be scheduled to run at defined intervals.

Schedule Recap

The Schedule Recap feature displays multiple employees' work schedules in a single page and allows an employee's schedule to be copied and forwarded to future weeks or to other employees' schedules. This feature offers several convenient tools for quick schedule editing, allowing supervisors to move schedules to different days, populate schedules from the employees' default shift setting, remove schedules from an entire week, or add custom schedules to individual days.

Week Of: 06/24/2013 (Mon)-06/30/2013 (Sun)							
Save Undo Add / Maintain Templates Copy Schedule Copy Schedule (Mult.) Copy Employee Update Schedules							
06/24/2013 - 06/30/2013							
Employee	Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
[9001] Dana Jones	[U] 07:30AM-11:30AM Mon 06/24/2013 ✓ Clerk (PC-0)	[U] 07:30AM-11:30AM Tue 06/25/2013 ✓ Clerk (PC-0)	[U] 07:30AM-11:30AM Wed 06/26/2013 ✓ Clerk (PC-0)	[U] 11:00AM-03:00PM Thu 06/27/2013 ✓ Front Desk (PC-0)	[U] 11:00AM-07:00PM Fri 06/28/2013 ✓ Front Desk (PC-0 M30)		
	[U] 12:00PM-04:00PM Mon 06/24/2013 ✓ Front Desk (PC-0)	[U] 12:00PM-04:00PM Tue 06/25/2013 ✓ Front Desk (PC-0)	[U] 12:00PM-04:00PM Wed 06/26/2013 ✓ Shipping Clerk (PC-0)	[U] 03:30PM-04:00PM Thu 06/27/2013 ✓ Shipping Clerk (PC-0)			
[9004] Brian Johnson	[U] 07:30AM-11:30AM Mon 06/24/2013 ✓ Clerk (PC-0)	[U] 07:30AM-11:30AM Tue 06/25/2013 ✓ Clerk (PC-0)	[U] 07:30AM-11:30AM Wed 06/26/2013 ✓ Clerk (PC-0)	[U] 11:00AM-03:00PM Thu 06/27/2013 ✓ Front Desk (PC-0)	[U] 11:00AM-07:00PM Fri 06/28/2013 ✓ Front Desk (PC-0 M30)		
	[U] 12:00PM-04:00PM Mon 06/24/2013 ✓ Front Desk (PC-0)	[U] 12:00PM-04:00PM Tue 06/25/2013 ✓ Front Desk (PC-0)	[U] 12:00PM-04:00PM Wed 06/26/2013 ✓ Shipping Clerk (PC-0)	[U] 03:30PM-04:00PM Thu 06/27/2013 ✓ Shipping Clerk (PC-0)			
[9006] Inger Wyman	[S] 07:00AM-04:00PM Mon 06/24/2013 ✓ Shipping Clerk (PC-0 M60)	[S] 07:00AM-04:00PM Tue 06/25/2013 ✓ Shipping Clerk (PC-0 M60)	[S] 07:00AM-04:00PM Wed 06/26/2013 ✓ Shipping Clerk (PC-0 M60)	[S] 07:00AM-04:00PM Thu 06/27/2013 ✓ Shipping Clerk (PC-0 M60)	[S] 07:00AM-04:00PM Fri 06/28/2013 ✓ Shipping Clerk (PC-0 M60)		
[9008] Fred Wood	[S] 07:00AM-04:00PM Mon 06/24/2013 ✓ Representative (PC-0 M60)	[S] 07:00AM-04:00PM Tue 06/25/2013 ✓ Representative (PC-0 M60)	[S] 07:00AM-04:00PM Wed 06/26/2013 ✓ Representative (PC-0 M60)	[S] 07:00AM-04:00PM Thu 06/27/2013 ✓ Representative (PC-0 M60)	[S] 07:00AM-04:00PM Fri 06/28/2013 ✓ Representative (PC-0 M60)		

Advanced Schedule Manager

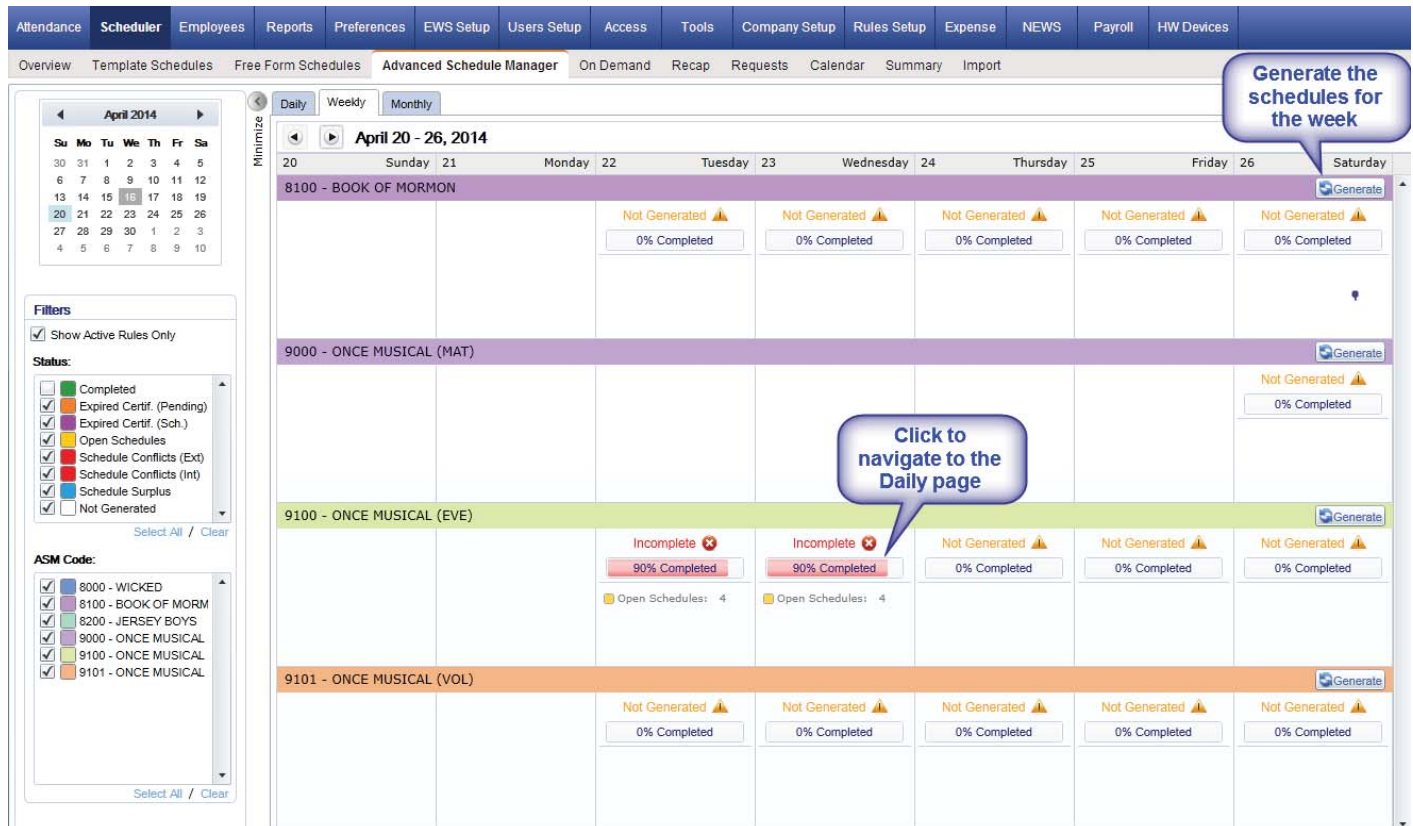
The Advanced Schedule Manager (ASM) offers a variety of innovative add-on features that enhance and automate the scheduling capabilities of NOVAtime 5000. With automatic schedule generation, ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity.

Key ASM features:

- Expands the existing eight group level limit to a total of twenty levels
- Includes a daily roster that displays the scheduled positions and corresponding assigned employees
- Highlights schedule openings, conflicts, and surpluses
- Automates schedule generation according to resource requirements, which can be based on location, tasks, certifications, and other qualifications
- Management personnel can configure standard availability for each employee, and/or employees can maintain their standard availability or indicate availability on a weekly basis.
- Limits standard scheduling based on employee qualifications/certifications
- Identifies and contacts employees who are qualified to open schedules
- Identifies employees with expired certifications

Using ASM, employees can be manually or automatically removed from schedules and placed on leave. The system will then display a list of employees who are available and qualified to fill open positions. For each applicable employee, the system will include configurable contact details, various work hour summaries, and a history of accepted and declined work requests – all of which will aid the selection of employees who are offered to fill the open positions.

ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity—all through a user-friendly, graphical interface.



The screenshot displays the NOVAtime Advanced Schedule Manager interface. At the top, there is a navigation menu with tabs for Attendance, Scheduler, Employees, Reports, Preferences, EWS Setup, Users Setup, Access, Tools, Company Setup, Rules Setup, Expense, NEWS, Payroll, and HW Devices. Below this is a sub-menu with tabs for Overview, Template Schedules, Free Form Schedules, **Advanced Schedule Manager**, On Demand, Recap, Requests, Calendar, Summary, and Import.

The main interface shows a weekly schedule view for April 20-26, 2014. On the left, there is a calendar for April 2014 and a 'Filters' section with checkboxes for 'Show Active Rules Only' and various status filters (Completed, Expired Certif., Open Schedules, etc.). Below the filters is an 'ASM Code' section with checkboxes for different schedule codes (8000 - WICKED, 8100 - BOOK OF MORMON, 8200 - JERSEY BOYS, 9000 - ONCE MUSICAL, 9100 - ONCE MUSICAL, 9101 - ONCE MUSICAL).

The main grid displays the schedule for four different schedule codes:

- 8100 - BOOK OF MORMON:** Shows 'Not Generated' and '0% Completed' for all days from Sunday to Saturday.
- 9000 - ONCE MUSICAL (MAT):** Shows 'Not Generated' and '0% Completed' for all days.
- 9100 - ONCE MUSICAL (EVE):** Shows 'Incomplete' with '90% Completed' for Sunday and Monday, and 'Not Generated' for Tuesday through Saturday.
- 9101 - ONCE MUSICAL (VOL):** Shows 'Not Generated' and '0% Completed' for all days.

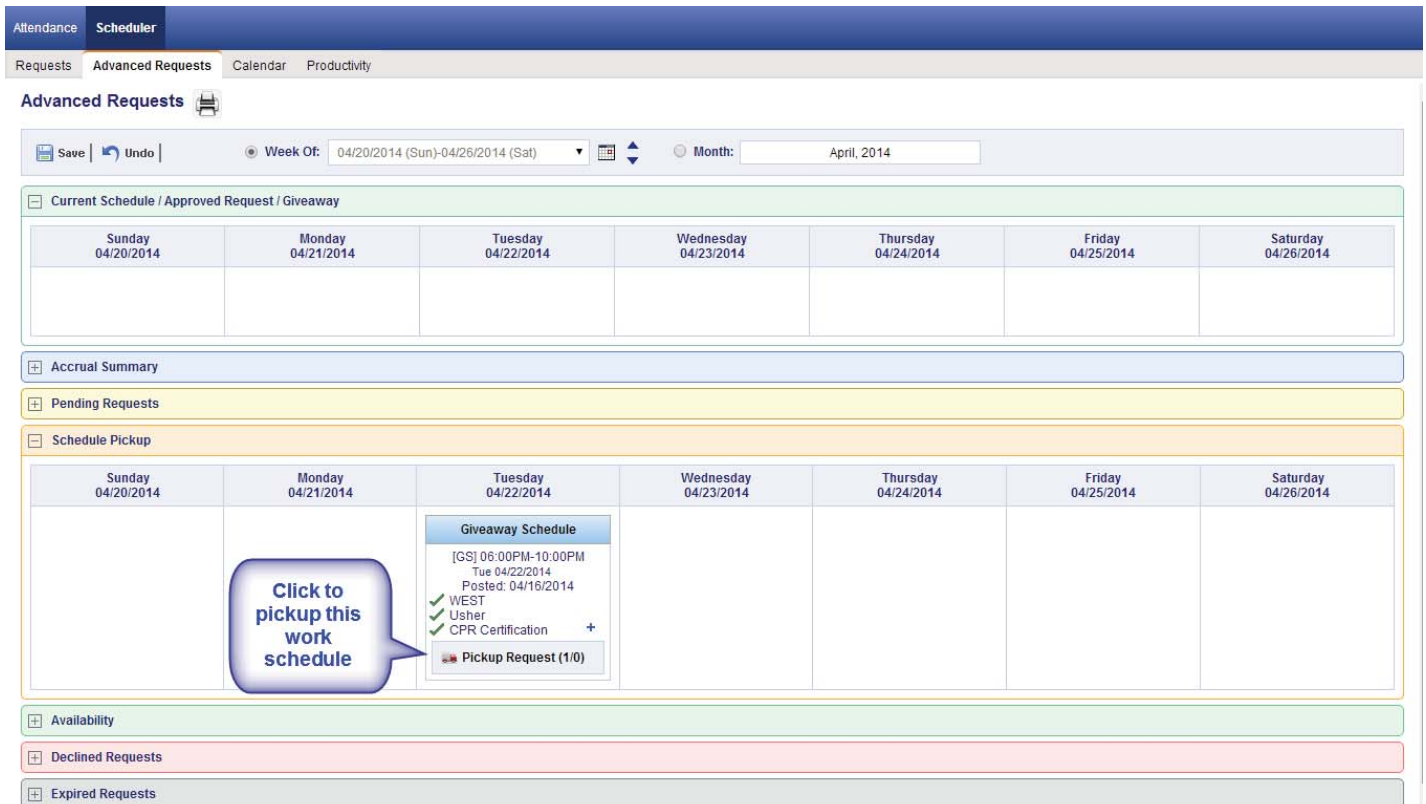
Callouts in the image highlight:

- 'Generate the schedules for the week' pointing to the 'Generate' button in the top right corner.
- 'Click to navigate to the Daily page' pointing to a 'Generate' button in the middle of the grid.



Employee Functions

ASM supports a "schedule giveaway" function that allows employees to offer their scheduled work hours to other qualified employees. "Schedule pickup" enables the qualified employees to accept giveaway schedules or other schedule openings, and employees may also exchange or swap schedules with one another. To regulate schedule modifications, these employee capabilities may be limited to specific date ranges (e.g. within 10 to 20 days from the current date or within 15 days from the date the schedule was made available). With a variety of scheduling functions offered, the use of each feature can be enabled or disabled based on system security rules and/or supervisor approval.



Advanced Requests

Week Of: 04/20/2014 (Sun)-04/26/2014 (Sat) | Month: April, 2014

Sunday 04/20/2014	Monday 04/21/2014	Tuesday 04/22/2014	Wednesday 04/23/2014	Thursday 04/24/2014	Friday 04/25/2014	Saturday 04/26/2014

Schedule Pickup

Sunday 04/20/2014	Monday 04/21/2014	Tuesday 04/22/2014	Wednesday 04/23/2014	Thursday 04/24/2014	Friday 04/25/2014	Saturday 04/26/2014
		<p>Giveaway Schedule</p> <p>[GS] 06:00PM-10:00PM Tue 04/22/2014 Posted: 04/16/2014</p> <ul style="list-style-type: none"> WEST Usher CPR Certification + <p>Pickup Request (1/0)</p>				

Click to pickup this work schedule

Automatic Absence Scheduling

When an employee calls the Phone-in System to report an absence, ASM can automate the process of replacing the absent employee. The system will automatically remove the employee from work schedules and proceed to contact available and qualified employees—via phone, text, email, or internal system message—to fill the open schedule. ASM may be set up to contact applicable employees one at a time, or the system can contact all applicable employees concurrently. When contacting employees one by one, the sequential process is based on priority settings and a defined response time limit, and the system will continue to call qualified employees until the schedule is accepted. When contacting all employees simultaneously, the first employee to accept the offer will be assigned to the schedule.

Schedule Priority and Preferences

Employees qualify for open schedules according to user-defined priority settings. The priorities determine the order in which the system will consider primary and secondary qualifications. ASM may be set up to schedule employees based on a combination of factors, including seniority, ranking, fewest scheduled hours, least amount of overtime, etc.

Schedule Limitations

To control total scheduled and overtime hours worked by employees, ASM may be configured to apply minimum and maximum hour limitations when identifying which employees are qualified to fill schedules. These limitations can be based on total hours worked daily, weekly, or during custom cycles, taking either scheduled or worked hours into consideration.

Notifications Services

Notifications are sent to employees and system users—via phone, text, email, or internal system message—when specific events are detected by ASM. For example, a notification may be sent to inform a supervisor of an expired employee certification, which may be triggered to send prior to or following the expiration, depending on the user's preference. The system is also able to generate notifications when open schedules exist, schedules are modified, a supervisor requests additional work hours, or when there are schedule surpluses, conflicts, exchanges, giveaways, and pickups.

Data Collection Hardware Options

NOVAtime 5000 supports various methods of data collection, and NOVAtime offers the greatest number of options of any provider in the industry. All NOVAtime devices utilize push technology and operate in real time, meaning accurate and up-to-date information is pushed directly to system users, immediately upon entry.

The available data collection methods include the following:

- **Punch/Kiosk time clocks (available with PoE)**
 - Biometric kiosk (fingerprint)
 - Number key-in
 - Proximity badge
 - Bar code scan
 - Badge / ID card swipe
 - Voice Activation
 - Thermal Reading
- **PC workstation with web browser**
- **Telephone IVR System**
- **Mobile access**
 - Portable punch/kiosk time clock
 - Wireless PDA
 - Mobile App for smartphones (iPhone and Android)
 - Mobile App for tablets (iPad and Android)





NT8000 Touchscreen Smart Time Clock/Kiosk - Biometric

Biometric fingerprint verification. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review/submit timesheets, review accrual balances, request time off, review schedules, and more. The terminal can also be used for access control.

NT8000 Touchscreen Smart Time Clock/Kiosk - HID Proximity

ID options include bar code badge, proximity badge, or key-in verification. If a badge method is used, device can be configured to allow entry of SSN when badge is lost or forgotten. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review/submit timesheets, review accrual balances, request time off, review schedules, and more. The terminal can also be used for access control.



NT55M Mobile Clock with Barcode Scanner

Compatible with barcode badges, the NT55M is a portable solution with Wi-Fi and Wireless WAN capabilities and a rugged design. Using the NT55M, employees can punch in and out, perform transfers, submit time-off requests, input leave hours, and input tips. Supervisors can view employee timesheets, view employee work schedules, access employee accrual information, and access employee performance tracking data.

NT7000Lite Touchscreen Smart Time Clock/Kiosk

ID options include proximity badge or biometric fingerprint verification. Employee can punch in/out, transfer using up to 8 user-defined levels (department, project, locations, etc.), review timesheets, review accrual balances, access schedules, and more.



Web Browser

NOVAtime 5000 can be accessed through the use of a PC with a standard web browser and internet connectivity. No software is required to be installed on the workstation, other than the web browser, i.e. Internet Explorer, Mozilla Firefox, Google Chrome, and Safari. This significantly reduces implementation costs and the total, overall cost of ownership. Self-service functionality is provided as a standard feature of the system, and these functions can be easily enabled and disabled.

**PC equipment depicted is not a product of NOVAtime.*



Native Mobile Applications

Employees can punch in/out and perform kiosk functions through Android or Apple smartphones and tablets.

NOVAtime IVR Phone-In System

NOVAtime 5000 can be accessed through any telephone or cellular phone. Employees can punch in/out, perform transfers, review their schedules, review voice messages recorded by their manager, and alert the system if they will be tardy or absent (with a reason code selection).

**Telephone depicted is not a product of NOVAtime.*

