VENDOR CONTRACT

Between		and
	(Company Name)	

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

TIME CLOCK SYSTEMS
CONTRACT #3072816

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or

repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. 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 contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, Texas Loc. Gov'T Code, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder 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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

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

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 this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

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 contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Contract</u>: It is agreed that Vendor will encourage all eligible entities to
 purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor
 and not through TIPS contract is not acceptable to the terms and conditions of this contract
 and will result in removal of Vendor from Program. Vendor is expected to use marketing
 funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Cł	neck	one of the following responses to the <u>General Terms</u> and <u>Special Terms and Conditions</u> :
()	We take no exceptions/deviations to the general and/or special terms and conditions .
(N	lote:	If none are listed below, it is understood that no exceptions/deviations are taken.)
()	We take the following exceptions/deviations to the general and/or special terms and conditions . All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking

exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on

your exceptions/deviations below:

Exceptions:	

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	า	Contact Information		Ship to Information	
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date Need by Date	Karen Walton Internal Support Specialist Karen.Walton@tips-usa.com (903) 575-2761 (866) 929-4402 3072816 Time Clock Systems RFP 5/2/2016 08:01 AM (CT) 6/10/2016 03:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email	
Supplier Inforn	nation				
	Novatime Technology, Inc. 1440 Bridgegate Drive Diamond Bar, CA 91765 JAMIE BLUNDELL 1440 Bridgegate Drive 1 (516) 5920885 jamie.blundell@novatime.com 5/19/2016 02:09 PM (CT) \$0.00 your response, you certify that yo	u are authori		our company.	
Cumplion Nator					
Supplier Notes	5				
Bid Notes					
Bid Activities					
Bid Messages					

ŧ	Name	Note	Response
	Yes - No	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.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? 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
	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	All 50.

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

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, or a licensed model. 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 magnetic stripe/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.

6	Primary Contact Name	Primary Contact Name	JAMIE BLUNDELL
7	Primary Contact Title	Primary Contact Title	National Account Executive - Public Sector
8	Primary Contact Email	Primary Contact Email	jamie.blundell@novatime.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5165920885
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Shareff Rashad
13	Secondary Contact Title	Secondary Contact Title	Account Manager - Public Sector
14	Secondary Contact Email	Secondary Contact Email	shareff.rashad@novatime.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	904-234-1367
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jamie Blundell
19	Admin Fee Contact Email	Admin Fee Contact Email	jamie.blundell@novatime.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5165920885

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.blundell@novatime.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.novatime.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	95-4767289
26	Primary Address	Primary Address	1440 Bridgegate Drive
27	Primary Address City	Primary Address City	Diamond Bar
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	California
29	Primary Address Zip	Primary Address Zip	91765
30	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.)	Novatime, time clock, time and attendance, timekeeping, time & attendance, nova,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Diamond Bar
34	Company Residence (State)	Vendor's principal place of business is in the state of?	California
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is working days?	3
44	Years Experience	Company years experience in this category?	17
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
	Response Total:	\$0.00

Resellers - Dealers									
Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Andrews Technology	1213 Culbreth Drive	Wilmington	NC	28405	Jamie Blundell	jamie@andrewstechnology.com	516-592-0885	516-674-8119	www.andrewstechnology.com

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

Novatime Technology Inc.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name:	
Vendor Address:	1440 Bridgegate Drive, Diamond Bar, CA 91765
Vendor E-mail Address:	Jamie.Blundell@novatime.com
Vendor Telephone:	516-592-0885
Authorized Company Offic	jal's Name:
Signature of Company Offi	cial:
Date:	5/17/16

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Offi	cial:	Jamie Blundell
	-	Print Authorized Company Official's Name
A. 1	My fi	irm is a publicly held corporation; therefore, this reporting requirement is not applicable.
	5	Signature of Authorized Company Official:
B. 1	My fi	irm is not owned nor operated by anyone who has been convicted of a felony:
	5	Signature of Authorized Company Official:
C. 1	My fi	irm is owned or operated by the following individual(s) who has/have been convicted of a felony:
	1	Name of Felon(s):
	Ι	Details of Conviction(s):
	_	
	5	Signature of Authorized Company Official:

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	Novatime Technology Inc.					
Mailing Address:	1440 Bridgegate Drive					
City:	Diamond Bar					
State:	CA					
Zip:	91765					
Telephone Number:	(516) 592-0885					
Fax Number:	(909) 475-4028					
Email Address:	Jamie.Blundell@novatime.com					
Lilidii Address.						
Authorized Signature:	JA Blu					
Printed Name:	Jamie Blundell					
Position:	National Account Executive - Public Sector					
honor the participation	tal TERM of one year with the option of two a fee for any sales made based on the TIPS co ation of contract and will affect the award of t	ntract. Failure to pay the fee will				
Meredith	Barton	7-28-2016				
TIPS Authorized Signat	ure	Date				
Approved by Region V	me Fitta	7-28-2016				
Approved by Region V	II ESC	Date				

References

** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone	Contact Email
San Antonio School District	San Antonio	TX	J C Zanora	210-554-8580	jzanora1@saisd.net
Des Moines Public Schools	Des Moines	IA	Micholas Lenhardt	515-242-7745	nicholas.lenhardt@dmschools.org
Williamsburg James City Schools	Williamsburg	VA	Wayne Souza	757-603-6511	Wayne.souza@wjccschools.org
Cache County Schools	North Logan	UT	Martie Smith	435-752-3925 x2066	martie.smith@ccsdut.org
Ascension Parish Schools	Donaldsonville	LA	Jessica Geason	225-391-7075	Jessica.Geason@apsb.org
City of Edinburg	Edinburg	TX	Belinda Torres	956-388-1873	btorres@cityofedinburg.com
City of West Lake Hills	West Lake Hills	TX	Wendy Bates	512-327-3628 x848	wbates@westlakehills.org
City of Allen	Allen	TX	Kevin Cameron	214-509-4865	kcameron@cityofallen.org



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 the City 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 the City.

The NOVAtime 5000 application can be delivered as Software as a Service, a licensed model, or a hybrid solution, giving the City 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

Real-Time Management with Push Self-Service Technology Data Collection Complete Workforce Management Solution HR/Payroll Integration Exception Tracking & Notification Internal & Ad Hoc Reporting Timesheet Editing & Approval Pay Rule Automation & Employee Enforcement lanagement & Scheduling

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, the City 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 magnetic stripe/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 the City 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 the City'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 the City'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 the City 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.]



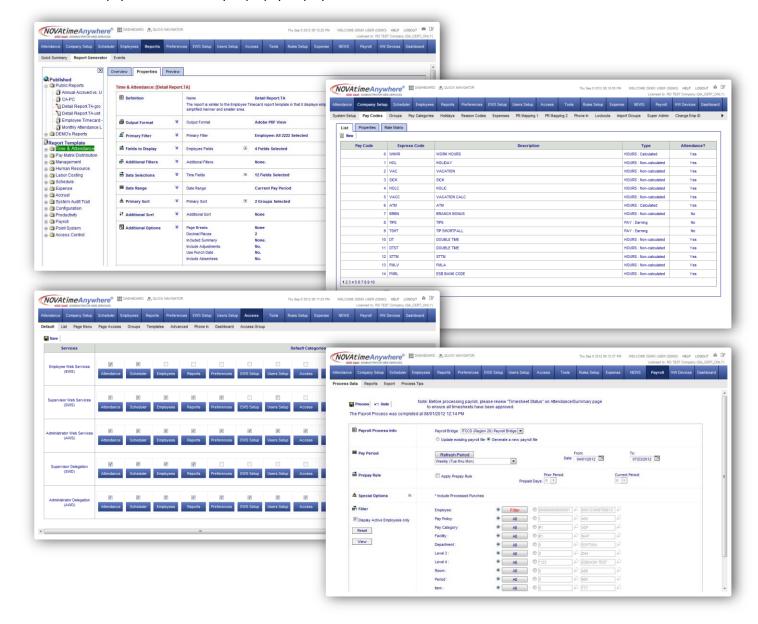
Administrator Web Services (AWS):

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.

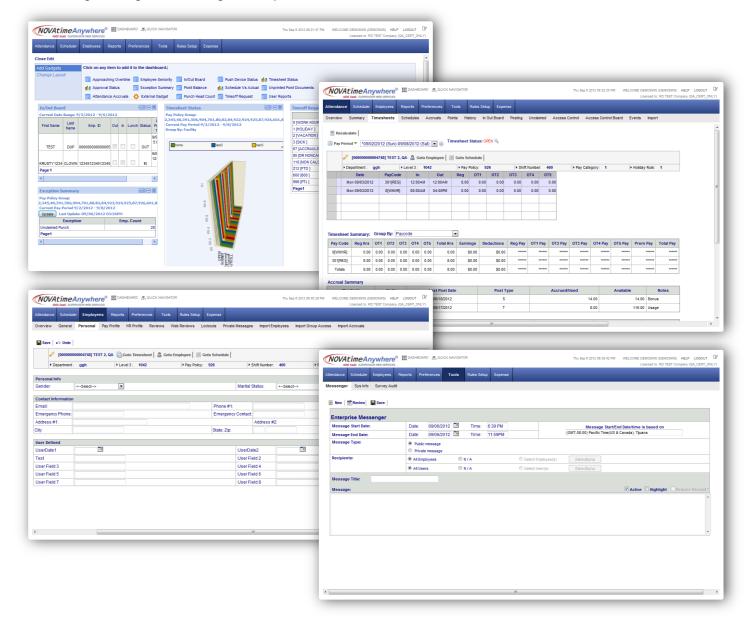




Supervisor Web Services (SWS):

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.





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 the City:

- <u>Minimum password age</u>: 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.
- <u>Password expiration warning message</u>: Administrators may designate the number of days that a password expiration warning will appear, prior to requiring a password to be changed.
- <u>Password history</u>: Administrators may define the number of passwords changes that must occur before a past password is reused.
- <u>Password requirements</u>: 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:

- <u>Lightweight Directory Access Protocol (LDAP)</u>: 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.
- <u>Single Sign-On (SSO)</u>: 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 the City to build the module in .NET—any environment that can consume the Web Services will be sufficient.



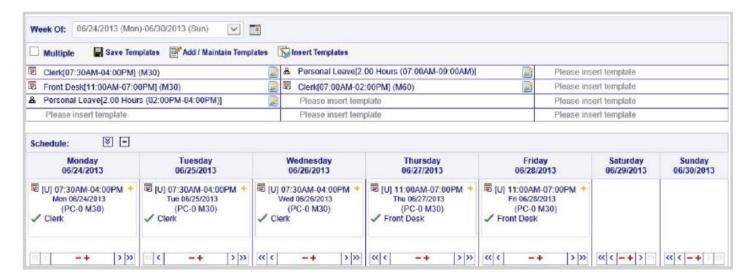
Scheduling Modules

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.



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.





On-Demand Schedules

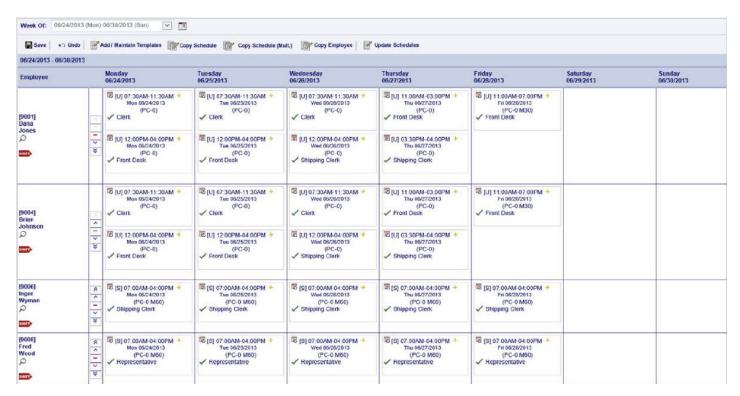
On-demand scheduling is used to define the resource coverage requirements of specific jobs. The system displays the daily resource demands, actual assignments, and variances of specific jobs. Supervisors can analyze this data and assign employees to job schedules with significant variances, ensuring 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 setup, remove schedules from an entire week, or add custom schedules to individual days.





Advanced Schedule Manager

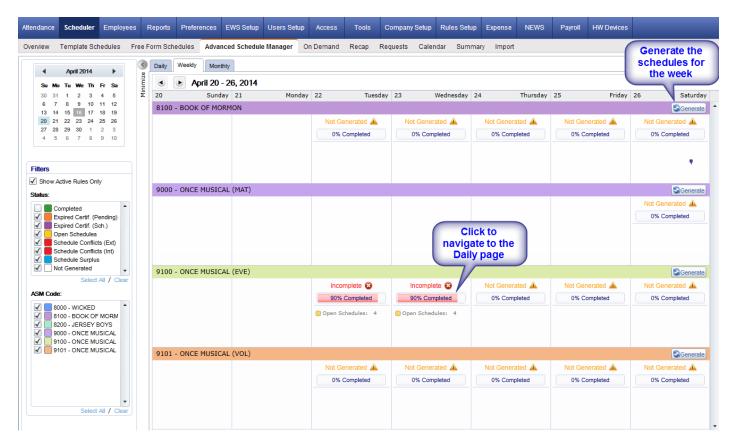
The Advanced Schedule Manager (ASM) offers a variety of innovative add-on features that enhance and automate the scheduling capabilities of NOVAtime 5000. With automatic schedule generation, ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency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

Key ASM features:

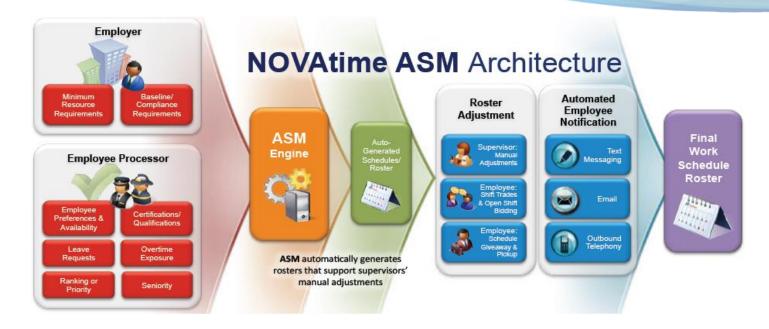
- Expands the existing eight group level limit to a total of twenty levels
- Includes a daily roster that displays the scheduled positions and corresponding assigned employees
- Highlights schedule openings, conflicts, and surpluses
- Automates schedule generation according to resource requirements, 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.

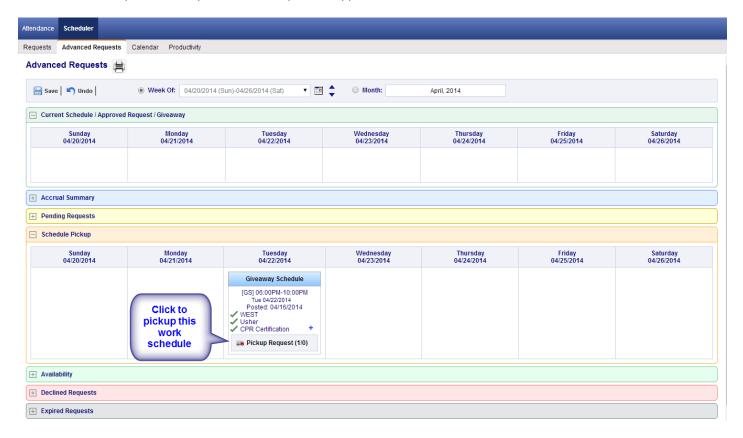






Employee Functions

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.





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 or hand geometry)
 - Number key-in
 - Proximity badge
 - Magnetic stripe / Bar code scan
 - Badge / ID card swipe
- PC workstation with web browser
- Telephone IVR System
- Mobile access
 - Portable punch/kiosk time clock
 - Wireless PDA
 - Mobile App for smartphones (iPhone and Android; Windows Mobile for supervisor use)
 - Mobile App for tablets (iPad and Android; Windows Mobile for supervisor use)







NT7000 Touchscreen Smart Time Clock/Kiosk

ID options include bar code badge, mag stripe badge, proximity badge, key-in, or biometric fingerprint 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 timesheet, review benefit balances, request time off, review schedules, and more. The terminal can also be used for access control.

NT65M Mobile Clock with Barcode Scanner

Compatible with barcode badges, the NT65M is a portable solution with Wi-Fi and Wireless WAN capabilities and a rugged design. Using the NT65M, 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.





NT450 Smart Time Clock/Kiosk

ID options include proximity badge, HID badge, key-in, or biometric fingerprint 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 timesheet, review benefit balances, request time off, review schedules, and more. The terminal can also be used for access control.

GT400P Hand Punch/Kiosk Time Clock

ID options include key-in + hand. The GT400P offers self-service functions to employees with no access to desktop computers, or for those who are not located near an HR office. This device is a fully functional time clock with KIOSK capability to increase convenience for your employees. It is an ideal standalone workforce management self-service solution.





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 has scheduled a future release for a mobile application on Windows Mobile.

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.





NOVAtouch II - Biometric Web Services Verification

The NOVAtouch II can be used in conjunction with PC access. Web service can be configured to require system users to identify themselves using their fingerprint before gaining access to the application.