

TIPS VENDOR AGREEMENT

Between TimeClock Plus, LLC 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 TimeClock Plus, LLC

Address 1 Time Clock Drive


City San Angelo State TX Zip 76904

Phone 325-223-9500 Fax 325-223-9104

Email of Authorized Representative dmcintyre@tcpsoftware.com

Name of Authorized Representative Derek McIntyre

Title COO

Signature of Authorized Representative 

Date 6/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 7-28-2021

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

**TimeClock Plus LLC.
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

TimeClock Plus LLC. Information

Contact: Trey Watts
Address: 1 Time Clock Dr.
San Angelo, TX 76904-5917
Phone: (325) 223-9500
Fax: (325) 223-9104
Toll Free: (800) 749-8463
Email: sales@timeclockplus.com
Web Address: <https://www.timeclockplus.com>

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

Paul Rafalowski

Signature

Submitted at 6/17/2021 1:59:07 PM

sales@timeclockplus.com

Email

Requested Attachments

Agreement Signature Form

210502 Vendor Agreement.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

2021 - 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

2021 - Reference Form.xlsx

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

Proposed Goods & Services.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

12 Month Limited Warranty.docx

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

2021 - 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

TIPS Experience and Expertise.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

TCP Final Logo With TM.png

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

2021_TCP Lockbox W-9.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>
----------	---

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.

3 Yes - No

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

4 States Served:

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

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.)

Established in 1988 and now a privately held partnership, TimeClock Plus, LLC (TCP) has always maintained an unprecedented sole focus on the development and production of cutting-edge time and attendance and scheduling solutions. With our powerful, innovative technologies, TCP has enabled local governments and public sector entities to progress beyond antiquated punch clocks and timesheets, handwritten schedules, manual leave slips, chasing paper signatures, and disparate systems. Currently over 60,000 customers in more than a dozen countries use TCP software, hardware, services, and support to transform the way they track and schedule employees. Our school and university clients particularly prefer the benefits of the customer-centric development that goes into TCP solutions, providing the flexibility and scalability to address the varied time, attendance, and workflow demands of the entire organization from a single, comprehensive solution. Other customers value the ability to deploy only the specific labor management tools they require to complete or upgrade their workforce management environment.

Year after year TCP has sustained rapid growth and consistent profitability, continuing to expand its dominant presence in the United States and abroad. Our success has led to over 3,600 percent growth over the last ten years. With 33 years of experience, and customers including more than 4,500 education-based clients, TCP has established an unquestionable ability to meet the unique timekeeping demands of both public and private sector organizations, while addressing accountability to stakeholders, aspirations for administrators, and accuracy commitments to employees.

Originally released in 2015 and developed from the ground up by TCP as a cloud hosted system, TCP v7 is designed to exploit the storage and functional advantages of cloud computing. With several major releases and enhancements to its tools and utilities (see <https://www.tcpsoftware.com/uploads/documents/tcp-enhancements.pdf> for more details), few products can provide the depth of functionality, customer configurations, scalability, real-time access, AND speed of TCP v7.

TCP's product development, support offerings, and hiring processes are all efforts to provide our clients with the very best products and services. The strategic investment of our resources results in higher quality and long-term value for our customer's investment in time and attendance tools.

6 Primary Contact Name

Primary Contact Name

7	Primary Contact Title Primary Contact Title <input type="text" value="OEM Partner Manager"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="ZHoag@tcpsoftware.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3252239500"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3252239104"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Kelsi Arnold"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Partner Specialist"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="karnold@tcpsoftware.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3252239500"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Daniel Casillas"/>
-----------	---

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="dcasillas@tcpsoftware.com"/>
-----------	---

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3252239500"/>
-----------	--

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Zackary Hoag"/>
-----------	---

22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="zhoag@tcpsoftware.com"/>
-----------	---

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3252239500"/>
-----------	---

24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.tcpsoftware.com"/>
-----------	--

25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value=""/>
-----------	--

26	Primary Address Primary Address <input type="text" value="1 Time Clock Drive"/>
-----------	--

27	Primary Address City Primary Address City <input type="text" value="San Angelo"/>
-----------	--

28	Primary Address State
	Primary Address State (2 Digit Abbreviation)
<input type="text" value="TX"/>	

29	Primary Address Zip
	Primary Address Zip
<input type="text" value="76904"/>	

30	Search Words:
	<p>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.)</p> <div style="border: 1px solid black; padding: 5px;"><p>workplace time clocks, workforce scheduling, workforce management software, workforce time and attendance, workforce management tool, workforce management system, workforce management solutions, workforce management software, workforce management scheduling, workforce management applications, workforce management, web time clock software, web time clock, web time attendance, web time and attendance, web scheduler, web based time card system, web based time card software, web based time attendance software, web based time attendance, web based time and attendance software, web based time and attendance, web based employee time clock, web based attendance system, web based attendance management system, virtual time clock, virtual employee time clock, vacation and holiday tracking, used time clocks, used time card machine, used employee time clock, transportation scheduling, tracksmart timeclock, tracking substitute time, tracking employee attendance, track employee hours app, track comp time, track accruals, top time clock software, top time and attendance systems, time tracking software, times recorder, timesheet software, timesheet tracker, timesheet system, timesheet software, timesheet program, timesheet management, timesheet application, timesheet app, timesheet, times recorder, times clocks, timekeeping software, timekeeping systems for small businesses, timekeeping systems, timekeeping system, timekeeping software, timekeeping and attendance software, timedrop time clock software, timeclock software, timeclocks for small business, time clocks for small, time clock for big business, time clock for enterprise, timeclocks for big, timeclocks for enterprise, timeclock online, timeclock app, timeclock time tracker app, timeclock time tracker, timeclock system, time clock software, timeclock pro, time clock payroll software, time clock options for small business, time clock options, time clock online, time clock on the clock, time clock newsletter, time clock modules, time clock mobile solutions, time clock manager software, time clock management system, time clock management software, time clock machine for small business, time clock machine, time clock leave management, time clock kiosk, time clock in clock out, time clock in and out machine, time clock in and out, time clock hours calculator, time clock hardware, time clock get a quote, time clock for small office, time clock for employees app, time clock explore, time clock enterprise solutions, time clock device, time clock demo video, time clock cost, time clock attendance system, time clock attendance manager, time clock attendance, time clock application, time clock app web, time clock app manager, time clock app for windows, time clock app for small business, time clock app, time clock and software, time clock and scheduling software, time clock and scheduling app, time clock and payroll software, time clock and payroll program, time clock and attendance software, time clock advanced scheduler, time clock, time card website, time card tracking software, time card tracker, time card time clock, time card systems small business, time card system for employees, time card system, time card solutions, time card software for small business, time card software, time card punching machine, time card program, time card management system, time card management software, time card machine for small business, time card machine, time card computer software, time card clock machine, time card clock, time card app for small business, time card app for multiple employees, time card app for employees, time card app, time card, time attendance tracking software, time attendance tracking, time attendance terminal, time attendance system software, time attendance system price, time attendance system fingerprint, time attendance system features, time attendance system, time attendance software, time attendance report, time attendance recorder, time attendance program, time keeping</p></div>

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?

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.

3 3 **Company Residence (City)**
Vendor's principal place of business is in the city of?

3 4 **Company Residence (State)**
Vendor's principal place of business is in the state of?

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.

5
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.

5
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.

Yes, I certify (Yes)

5 3 2 CFR PART 200 Contract Provisions Explanation

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 4 2 CFR PART 200 Contracts

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 5 2 CFR PART 200 Termination

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, glass, 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?

Yes, I Agree (Yes)

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

**7
0** **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?

**7
1** **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?

**7
2** **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?

**7
3** **Infringement(s) Explanation of No Answer**

**7
4** **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.

Yes, I Agree (Yes)

7 **Payment Terms and Funding Out Clause**

5

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?

Yes, I Agree (Yes)

7 **Insurance and Fingerprint Requirements Information**

6

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.

YES

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?

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.

8
3 **Agreement Deviation/Compliance**

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

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.

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.

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).

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.

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.

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.

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
Keller Independent School District	Faith Morbitzer	faith.morbitzer@kellerisd.net	(817) 744-1124
Mission Consolidated Independent School District	Hiram Burguete	hburgu72@mcisd.org	(956) 323-5520
Ashdown School District	Beth Provence	bethp@ashdownschools.org	(870) 898-3208
Nortwest R-1	Denise White	dwhite@northwestschools.net	(636) 692-0457
Windsor Public Schools	Deneen Dulka	ddulka@windsorct.org	(860) 687-2000

Required Confidential Information Status Form

TimeClock Plus, LLC

Name of company

Derek McIntyre, COO

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

1 Time Clock Drive

San Angelo

TX 76904

325-223-9500

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 OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ 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 _____ Date _____

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 Derek L McIntyre Digitally signed by Derek L McIntyre
Date: 2021.06.15 14:29:42 -05'00' Date 6/15/2021



**TIMECLOCK PLUS LLC (“TCP”)
12 MONTH LIMITED WARRANTY**

Hardware Warranty. TCP hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of shipment to the original purchaser. If TCP receives notice of such defects during the hardware warranty period, TCP shall be obligated as follows:

- a. For any defective parts or units returned within the hardware warranty period commencing from the date of shipment to original purchaser, TCP will repair the items at no charge for labor and materials.
- b. All transportation charges to TCP for any such defective parts or units must be paid by the original purchaser. The Purchaser is responsible for shipping costs to and from TCP on all Warranty returns.
- c. The TCP Support Group will provide the customer with a Return Material Authorization (RMA) number to track the unit to and from the customer’s site, after appropriate troubleshooting measures have been exhausted, as determined by TCP.
- d. With respect to any device, part, component or other item which is not specifically manufactured by TCP, the hardware warranty of the manufacturer thereof shall apply and be exclusive.
- e. TCP’s hardware warranty obligation shall be subject to TCP being satisfied that service, repairs or modifications to the hardware, firmware or code have not been made by persons other than TCP-authorized service personnel, and that the product was installed properly and has been used only in accordance with the Product Specifications and instructions, and that the product has not been subjected to negligence, misuse, accident or abuse, or has had its serial number altered, defaced or removed.
- f. The foregoing hardware warranty extends solely to the original Purchaser and all hardware warranty claims must be made by Purchaser and not by customers or transferees of Purchaser. Repair or replacement of parts or product shall neither extend nor decrease the original warranty period.
- g. This hardware warranty may exclude any failure of the product(s) connected with the use of badges, cards or other like medium not manufactured by TCP.
- h. THIS HARDWARE WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE WARRANTY. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. IN NO EVENT SHALL TCP BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF TCP IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, TCP EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY OF ANY INFORMATIONAL CONTENT OR THOSE ARISING BY STATUTE, OF CONFORMITY TO ANY REPRESENTATIONS OR DESCRIPTIONS NOT CONTAINED HEREIN, OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, TCP DOES NOT WARRANT THAT ANYTHING WILL MEET USER’S REQUIREMENTS, WILL BE UNINTERRUPTED OR ERROR-FREE. TCP HAS NO OBLIGATIONS CONCERNING PRODUCTS USED OUTSIDE THE U.S.A. UNLESS THEY ARE STATED IN WRITING BY TCP TO BE EXPORT PROGRAM PRODUCTS AND ARE ISSUED AN EXPORT PROGRAM WARRANTY. TCP’S OBLIGATIONS, IF ANY, ARE CONDITIONAL ON PURCHASER PROMPTLY COMPLYING WITH ALL OF THE TCP END USER LICENSE AGREEMENT TERMS AND CONDITIONS. USER ACCEPTS THE WARRANTY ITEM(S) “AS IS” AND WITH ALL FAULTS. THE LIMITED WARRANTIES AND REMEDIES IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES CONCERNING ANY GOODS, SERVICES, OR INTANGIBLES, NOW OR IN THE FUTURE.



Liability Limitation. IN NO EVENT SHALL TCP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR REMEDIES RELATING TO THIS WARRANTY, THE SOFTWARE OR ANY WARRANTY ITEMS, GOODS, SERVICES OR INTANGIBLES (EXCLUDED DAMAGES INCLUDE, WITHOUT LIMITATION, FOR LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF DELAY, FAILURE OF DELIVERY, REVENUE, GOODWILL, LOST OR DAMAGED DATA, DOCUMENTATION OR EQUIPMENT, LOSS OF BUSINESS INFORMATION, COST OF REMOVAL OR INSTALLATION OF ANYTHING, INTERCEPTIONS, DEFECTS, VIRUSES, DELAYS, OR FAILURE OF PERFORMANCE, OTHER LOSS ARISING OUT OF USE, OR INABILITY TO USE THE PRODUCT, LIABILITIES TO THIRD PARTIES, INABILITY TO USE THE SOFTWARE OR HARDWARE, ERRORS IN THE SOFTWARE OR HARDWARE, MALFUNCTIONS OR ERRONEOUS DATA, PAYMENTS TO THIRD PARTIES WHICH ARE TOO SMALL, TOO LARGE, TOO LATE OR ARE OTHERWISE IMPROPER), EVEN IF TCP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT, WARRANTY, ETC.), ANY ASSERTED TCP BREACH OF PROMISE OR WARRANTY; ANY ACT OR FAILURE TO ACT; NEGLIGENCE INCLUDING GROSS NEGLIGENCE; OR ANY CLAIM MADE AGAINST USER BY ANY OTHER PARTY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL TCP'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY User TO TCP FOR THE SPECIFIC ITEM OR PRODUCT WHICH CAUSED THE PROBLEM. THESE LIMITATIONS ARE INDEPENDENT AND APPLY REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING, BUT NOT LIMITED TO, A FINDING THAT A WARRANTY, CONDITION, OR REMEDY HAS FAILED ITS ESSENTIAL PURPOSE, BREACH OF CONTRACT (INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH), TORT, (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR MISREPRESENTATION), BREACH OF STATUTORY DUTY, OR OTHER LEGAL OR EQUITABLE THEORY. ANY CAUSE OF ACTION User MAY HAVE AGAINST TCP, ITS AFFILIATES, OFFICERS AND AGENTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SHALL BE FOREVER BARRED. TCP'S MAXIMUM AGGREGATE LIABILITY SHALL NEVER EXCEED THE AMOUNT PAID BY USER FOR THE ITEMS COVERED BY THIS WARRANTY. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE BASIS OF THE CLAIM.

Governmental Entities. CERTAIN GOVERNMENTAL BODIES DO NOT ALLOW DISCLAIMERS OF CERTAIN WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO ONE OR ALL OF THE LIMITATIONS HEREIN MAY NOT APPLY TO USER. CERTAIN GOVERNMENTAL BODIES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF ANY LIMITATIONS ON LIABILITY MAY NOT APPLY TO USER AND USER MAY HAVE ADDITIONAL RIGHTS.

Release and Indemnity. Without in any way expanding upon the warranty stated above: TCP is not responsible for problems caused by changes in the operating characteristics of User's computer hardware or operating Products which are made prior to or after the delivery of the Software or Hardware; nor is TCP responsible for any problems that may arise as a result of anyone improperly downloading, installing or using the Software or Hardware. If any unauthorized modifications are made to the Software or Hardware; if the media is subjected to an accident, abuse or improper use; or if User violates the TCP End User License Agreement, then all warranties will immediately terminate and User loses User's right to return the Product. TCP's entire liability and User's exclusive remedy for any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, is limited as set forth herein. In no event will TCP or any person or entity involved in making, delivering, or using any of TCP's hardware or software products, be liable for damages caused in any part by User's negligence. Any unauthorized changes made to the Software or Hardware release TCP from TCP's obligations and terminate the TCP End User License Agreement and this Warranty. USER WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND TCP AGAINST ANY CLAIM, DEMAND, LOSS, OR ACTION RESULTING FROM USER'S ACTS, FAILURES TO ACT, OR USER'S POSSESSION OR USE OF THE HARDWARE OR SOFTWARE PRODUCT(S).

Limited Warranty. THE WARRANTIES GIVE USER SPECIFIC LEGAL RIGHTS. USER MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY STATE. THESE ARE THE ONLY WARRANTIES MADE BY TCP. NO DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO TCP'S WARRANTIES. SOME STATES MAY NOT ALLOW THE



TimeClock Plus, LLC (TCP)
9433 Bee Cave Rd., 2-110
Austin, TX 78733
800.749.8463
www.tcpsoftware.com

EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICATION OF THE LIMITATIONS OR EXCLUSIONS HEREIN MAY BE LIMITED BY STATE LAW.

The TCP Support Group is open between the hours of 7:00 A.M. and 7:00 P.M. (Central Time), Monday through Friday, excluding company holidays.

TEL (325)223-9300 / FAX (325)223-9104



Region 8

Education Service Center



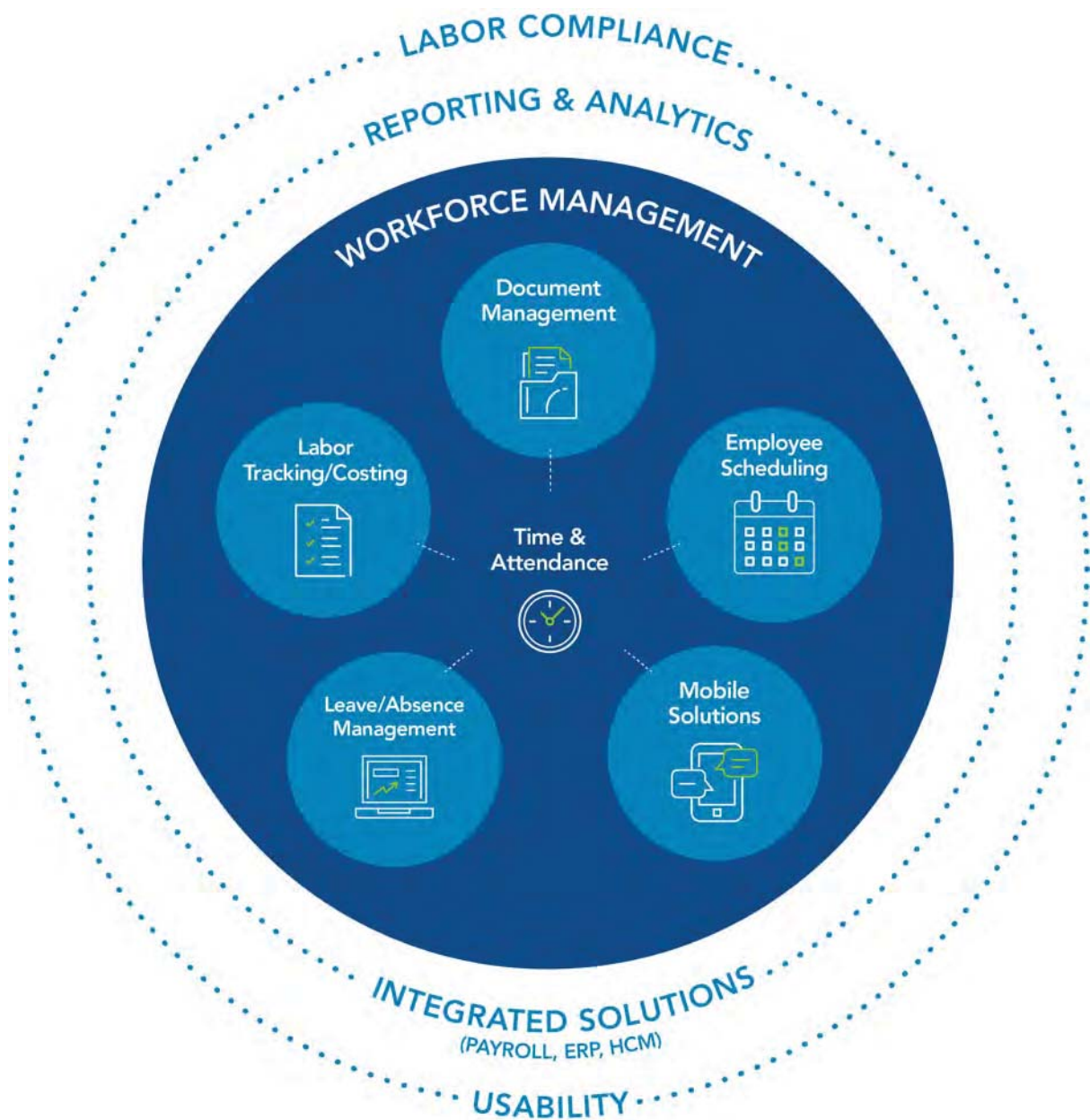
TCP v7 Product Highlights



SIMPLE, ALL-IN-ONE WORKFORCE MANAGEMENT SOLUTIONS

More Than Time & Attendance

While time and attendance remains at the heart of what we do, TCP offers a broad range of capabilities, enhancements and integrations designed to work together so your teams can work better.



Effective workforce management begins with time and attendance at its core. Knowing where employees are, what they are doing and having actionable, efficient data is critical in making workplace decisions. TCP's software and time collection options provide an optimal workforce management solution that is led by powerful time and attendance capabilities.

How an organization configures and deploys a solution is just as important as the solution itself, which is why TCP's options are designed to be as configurable as possible. Customize time clocks with a variety of attachments, deploy a mobile app or offer a browser-based solution. Configure the software to suit your needs, not the other way around. This empowers your organization to streamline processes, optimize workflows and enhance your workforce management experience.

- Cloud-Based Time Tracking
- Security by Design
- Accessibility for All
- Configurable User Experience
- Integrates with Key Payroll Providers
- Real-Time Reporting



Our solutions are back by best-in-class customer service.

Hear more about what our customers have to say...

TCP makes it so easy for me to call and get questions answered quickly and easily. TCP is one of the best decisions I have made for my office.

Director of Special Services
Nacogdoches County Schools



Start working better. Today.

866.783.9890 | www.tcpsoftware.com | **Your Workforce Ally**

©2020 TimeClock Plus, LLC. All rights reserved.



TCP Cloud

Our SaaS environment for TCP Cloud is hosted within industry-leading United States data centers. These secure facilities offer environmental protection, advanced network security, and both the processes and appliances to maintain the highest levels of data security.

Employees perform time clock operations and self-service functions through our WebClock. Managers can log into TimeClock Manager to access vital employee information, in real-time, needed to control labor costs, job tracking, and overtime.

TCP Cloud includes a variety of labor management tools such as the Employee Status list, which offers management a real-time snapshot of current labor operations.

TCP Cloud Benefits

- Free software updates and upgrades - new versions of TCP Cloud are deployed right away, which means you are always on the latest version
- Rapid implementation
- 100% Web-based browser allows managers or employees to log in from anywhere at anytime with the right security credentials
- Live phone and chat support and free email support

SaaS Environment

- Secure SSAE 16 Data Center
- 24x7x365 availability
- Encrypted and secured web sessions, data storage and data transmission
- Full protection of personally identifiable information
- Daily managed backups
- Multi-tenant architecture allows for high scalability and faster innovation



Interested in TCP Cloud? Let's talk.

800.749.8463 | www.tcpsoftware.com | **Your Workforce Ally**

©2021 TimeClock Plus, LLC. All rights reserved.



Introducing TCP's MobileClock App

Designed with Today's Mobile Workforce In Mind

Many organizations have more remote and mobile employees than ever before, which creates new challenges in workforce management. Enter TCP MobileClock, the newest app in the TCP Mobile solution. It provides a secure, reliable and accurate way to enable employees to navigate and perform daily operations with ease. It's highly configurable and delivers key workforce management tasks at your fingertips.

Who Needs TCP MobileClock?

- Any organization with mobile and remote employees who can't clock in via a traditional time clock or without access to WebClock.
- Organizations looking to eliminate shared use of devices or employees congregating around a single device.
- Organizations looking to create a customized experience for users, departments or other groups.

TCP MobileClock simplifies and streamlines clock operations for every member of your workforce with enhanced dashboard widgets. Interested in deploying this easy-to-implement solution? Contact your TCP Sales Manager to learn more or schedule a consultation or demo at www.tcpsoftware.com/demo.



WebClock

A simple and secure clock solution

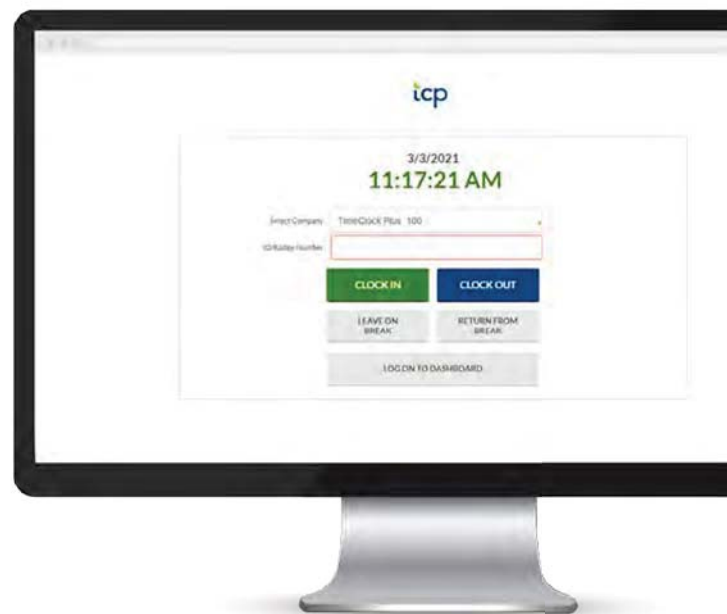
Conveniently accessed through your web browser, WebClock is a web-based time clock that allows employees to perform clocking operations and self-service actions directly from a computer, tablet, or other device. Through our web time clock, employees can quickly clock in and out, leave on break, change departments or cost codes, submit time off requests and even create time sheets in one, easy-to-use interface.

WebClock functionalities

Whether clocking in and out, filling out a time sheet or checking a schedule, employees can perform multiple transactions and self-service functions in one window.

- Clock In / Clock Out
- Change Job Code
- Leave / Return from Break
- Request Time Off
- View Weekly Schedule
- Approve Hours

The customizable dashboard widgets give the employee a quick snapshot of their hours worked, messages, accruals, leave requests and more!



Want to learn more? Let's talk.

800.749.8463 | www.tcpsoftware.com | Your Workforce Ally

©2021 TimeClock Plus, LLC. All rights reserved.



Key MobileClock Features

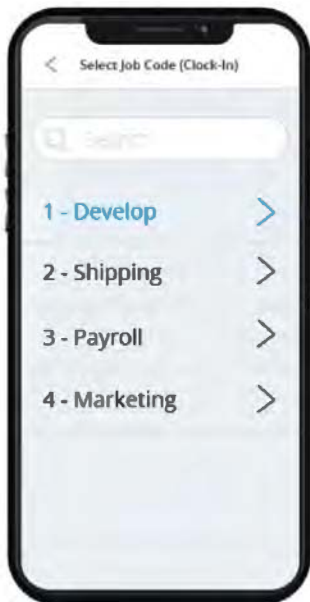
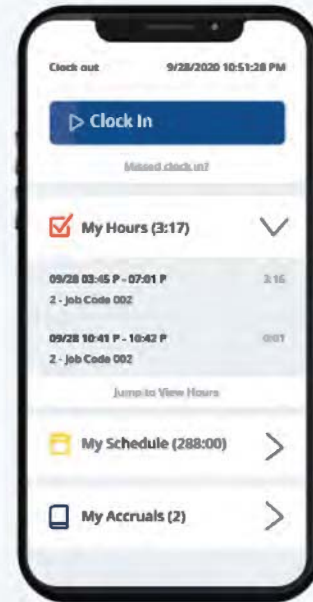
Customize Your Experience

Flexible Configuration

Tailor the experience and permissions in MobileClock to specific employees, department or your organization.

Location-Based Permissions

Set access and permissions within MobileClock per location using Geofencing and Geolocation.



Enhance Your Visibility

Map-Based Location Reporting

View your workforce operations on a map for comprehensive location visibility.

Accurate and Compliant Use

Guarantee employee app usage is compliant with organizational protocols.



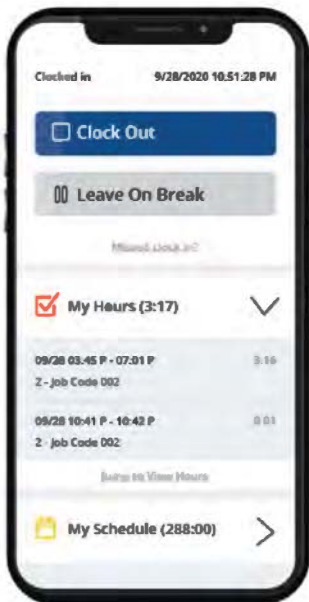
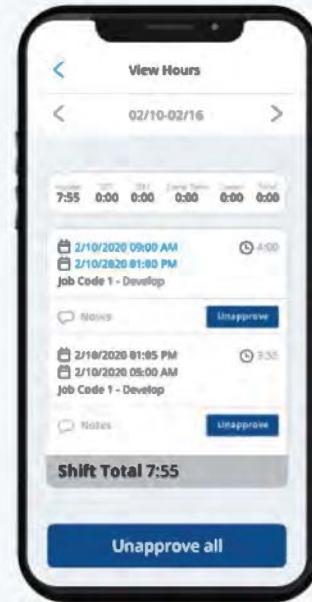
Deploy Your Solution

Mobile or Remote Operations

Offline mode allows you to use MobileClock in remote locations.

Safe, Single-User Devices

Eliminate shared use of common surfaces and deploy MobileClock to on-site employees for a safe, in-pocket solution.



Optimize Your Workforce

Increase Employee Efficiency

Get rid of long lines at the clock and streamline the employee clock operation process.

Reimagine Employee Experience

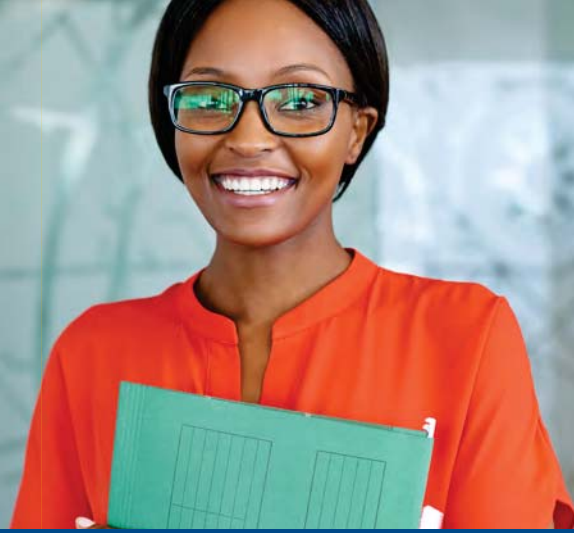
Take advantage of the mobile device and deploy a versatile solution to your workforce.



Interested in MobileClock? Let's talk.

866.783.9890 | www.tcpsoftware.com | Your Workforce Ally

©2020 TimeClock Plus, LLC. All rights reserved.



Time Clock Overview

In addition to clocking in and out, our industry-leading employee time-collection devices give your employees the ability to complete other self-service functions on a 7-inch, full color, LCD screen.



Proximity
Time Clock



Pin Entry
Time Clock



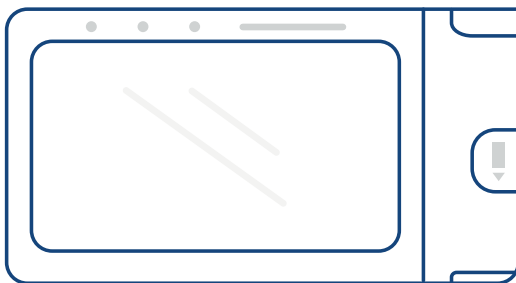
Biometric
Time Clock



Thermal Sensor
Time Clock

Optional Features

- Wi-Fi Adapter
- Camera
- Fallback Mode
- Digital Output
- Battery Backup
- Power Over Ethernet



Employee Self Service Options

- Track breaks during a shift
- Choose/change departments during a shift
- Choose/change tasks worked throughout the day
- Receive messages from management
- Track multiple shifts each day
- View hours for any pay period
- View hours this shift
- View schedules this period & next
- Submit time off requests
- View accruals



Want to know more about our devices? Let's talk.

800.749.8463 | www.tcpsoftware.com | Your Workforce Ally

©2021 TimeClock Plus, LLC. All rights reserved.



Contract Hours

The Contracts feature in TCP's TimeClock Plus software enables an organization to efficiently define, assign, track and manage an employee's contracted hours.

Utilizing the Contracts feature allows management to:

- Define contracts
- Assign them to various employees
- Track contracted versus worked hours
- Manage calculations for contracted time

Optimize your organization's management with this feature by taking advantage of specialized capabilities such as:

- Running detailed reports, providing a list of employees under contract and hours worked within their contract
- Estimating wages, allowing you to calculate wages based on an employee's variance from the contract
- Calculating contracted hours first, streamlining the payroll process and ensuring paid hours are appropriately distributed

Incorporating the Contracts feature in your workforce management solution enables you to have a greater depth in labor tracking and management. Critical data that can take hours and even days to properly calculate and process is automated in an easy-to-use software feature.



Want to learn more? Let's talk.

800.749.8463 | www.tcpsoftware.com | **Your Workforce Ally**

©2020 TimeClock Plus, LLC. All rights reserved.



K12 Education

Focus on the Things that Matter Most

School districts are burdened with workforce management issues ranging from budget and payroll to providing insurance via the Affordable Care Act to ensuring employee time entry compliance. Many districts still use manual payroll processes, expending valuable time on organizing and collecting data. Most often, districts aren't aware there are cleaner solutions available.

TCP works with your administration to install a flexible and scalable software solution to meet your needs and make your processes significantly easier.

Track Calendar Variance

The Contract Hours Module creates job contracts to be assigned to workers and allows reports to be run based upon those jobs. Track daily, weekly, monthly or yearly variance to know how employee worked hours compare to the contracts.

Manage Substitutes

Automate the substitute management process and integrate seamlessly with teacher requests. Once a teacher submits a leave request, substitutes will automatically be notified of an assignment opportunity. Teachers can identify preferred substitutes ahead of time to ensure they are notified first. Save time and energy by streamlining the substitute processes.

Track Comp Time

The Comp Time feature makes it easy to track and manage employee comp time. Configure organization-wide policies or set up individualized comp time rules for certain employees. Optimize the payroll process with a workforce management solution that does calculations for you.



Want to learn more? Let's talk.

866.783.9890 | www.tcpssoftware.com | **Your Workforce Ally**

©2021 TimeClock Plus, LLC. All rights reserved.



Introducing Demand-Driven Scheduling

Powered by TCP's Humanity Scheduling

Employee schedules are the backbone of your organization. But when you reuse them week over week, you can never really catch up with your business dynamics. It's high time to get more strategic.

With Demand-Driven Scheduling, your managers can fine tune future schedules in reflection of prior customer activity and staffing policies you have in place. The result is the true golden standard for shift schedules: having not too many, not too few, but just enough staff members on deck at all times.

How can your organization benefit from Demand-Driven Scheduling?

- If you are in a heavily regulated industry with strict rules on staffing, Demand-Driven Scheduling will ensure those rules are incorporated in your scheduling process, minimizing compliance risks.
- If your business experiences fluctuations in customer demand, you'll be able to fine-tune your rosters so they are consistent with those changes.
- If your managers cannot seem to find a balance between understaffing and overstaffing, they'll get a clear visual overview of which shifts need to be adjusted so an optimal number of staff members is scheduled.
- If creating schedules takes hours out of your day, you'll be able to automate the process with powerful tools for building and assigning shifts, significantly reducing and simplifying your workload.

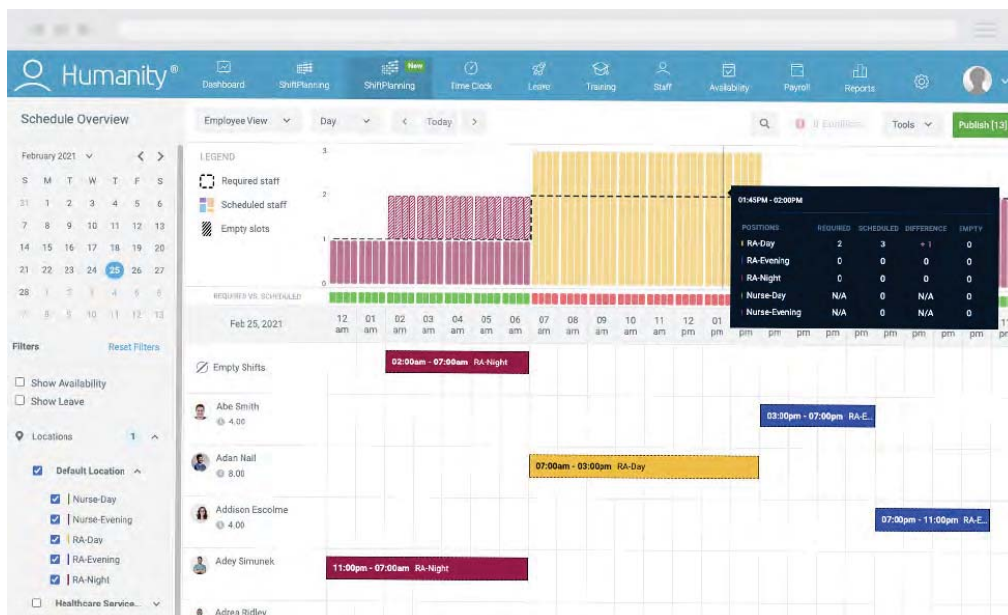
How Demand-Driven Scheduling Works

Follow the Rules of Your Business

Our robust and flexible rule builder uses your demand data and business policies as a basis for building schedules. You can use our convenient API to upload the data or you can import it manually as a .CSV or .XLSX file. Behind the scenes, we'll transform the data into staffing rules tailored to your business.

Recognize and Resolve Staffing Gaps

The practical Staffing Level graph is embedded in the scheduling engine, so you can immediately see how your shifts stack across positions and hours. **Hovering over the graph will get you more details and guidance on what you need to adjust. The handy bar underneath the graph points out over- and understaffing in red and adequate staffing level in green.**



Automate the Scheduling Process

The days of manually adding and assigning shifts are behind you. Take advantage of the powerful duo, Auto-Build Schedule and Auto-Fill Schedule, to create and populate new shifts. Going from a blank calendar to a complete and optimized schedule has never been easier.



Want to know more about employee scheduling? Let's talk.

888.973.6030 | www.humanity.com

©2021 TimeClock Plus, LLC. All rights reserved.



Leave & Absence Management

What is it?

Every organization, whether large or small, has to consistently manage employee leave. This means tracking how employees accrue time off, providing a system for inputting requests, monitoring accrual balances and more. At the end of the day, this can result in a lot of time, energy and money wasted by management on these daily occurrences. TCP's Leave and Absence Management features provide a modern, automated way to streamline your organization's leave management processes.

The Manager Experience

With TCP's Absence and Leave Management you can benefit from an easy, modern interface and the integration of other key areas of workforce management like Employee Scheduling and Time and Attendance.

The manager's experience includes:

- Real-time requests viewable either in a calendar or filterable list.
- Notifications through email or our TimeClock Plus software.
- Approvals via the manager's dashboard, Request Manager or directly from the email notification.
- Automatic updates to employee schedules and hours after approving a request.

The Employee Experience

For employees, the Absence and Leave Management capabilities are accessed through the same portal as their other daily operations, consolidating systems and removing unnecessary time and confusion.

The employee's experience includes:

- Viewing a live calendar for pending, approved and denied requests.
- Notifications for requests that are approved or denied via email or our TimeClock Plus software.
- Viewing of accrual balances and forecasting for future accrual balances based on requests and accrued hours.
- An efficient request submission process that can even be simplified to a few clicks.



“Easy Time Entry and Tracking”

It replaced a manual system for submitting hours worked and paid time off hours. We can request time off through the system and approved requests are automatically populated on the time sheets.

— HRIS Manager
Mid-Market (51-1000 emp.)
G2 Review | Mar 16, 2021



Want to learn more? Let's talk.

800.749.8463 | www.tcpsoftware.com | Your Workforce Ally

©2021 TimeClock Plus, LLC. All rights reserved.



Leave Bidding

An Efficient Way to Manage Advanced Leave Needs

What is leave bidding?

Many organizations use leave bidding to handle situations where there are too many requests for a given day or time period. While a leave bidding setup is often found in public safety or organizations with union employees, many organizations implement leave bidding to manage leave.

Leave bidding enables you to:

- Create standby lists for surplus requests
- Define blackout and brownout dates that have request limitations
- Configure prioritization rules by seniority, rank, submission dates and more

Why use leave bidding?

Managing employee leave is a necessary aspect of workforce management. Leave bidding allows your organization to define and automate workflows for the eventuality of too many requests for a particular day. It institutes an impartial and efficient system for all your employees that is flexible to accommodate your organization's policies.

Core Benefits:

- Automated leave granting process
- Configurable setup for prioritizing bids
- Ability to create multiple distinct employee groups for leave bidding



Want to learn more? Let's talk.

866.783.9890 | www.tcpssoftware.com | **Your Workforce Ally**

©2021 TimeClock Plus, LLC. All rights reserved.



TCP Document Management

Streamlined, Configurable and Secure

Upgrade your TCP solution and workforce management capabilities with Document Management. The latest addition to TCP's growing portfolio features streamlined, secure document storage that benefits your entire organization.

Core Benefits

- **Streamline processes:** document management can be from the same portal as all other workforce management
- **Enhanced FMLA workflows:** required documentation can be securely stored and easily accessed in the FMLA case
- **Store and categorize files** within each employee profile and enable category-based permissions to empower employee document management in multiple departments.

Secure and Unlimited Storage

Take advantage of unlimited storage capabilities, so you won't run out of room for your employee documentation. Have confidence in the encryption and security when you store and access documents.

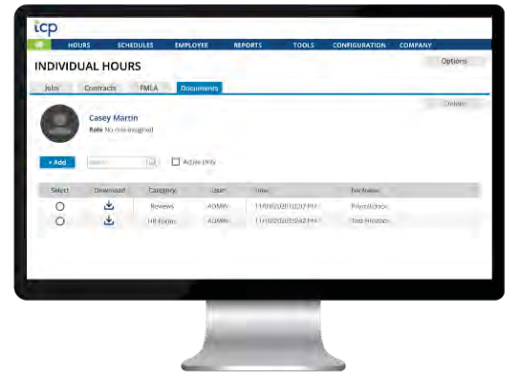
Employee-Specific Document Management

Store per employee

Upload documents directly into the employee profile where they can be accessed and downloaded at any time.

Label by category

Create and use categories to appropriately file documents.



Effective Management Permissions

Filter access by department

Use category-based access to ensure managers can view only necessary documents.

Utilize a range of permissions

Give managers access to view, add, download and/or delete based on individual permissions.

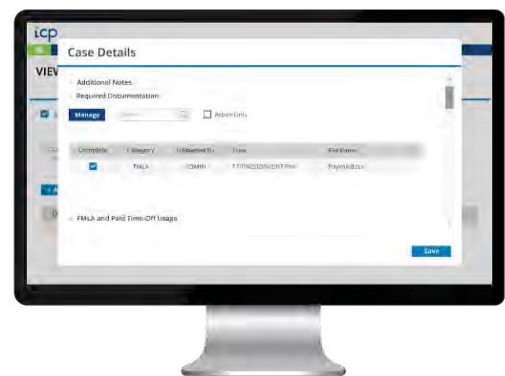
Enhanced FMLA Capabilities

Upload into FMLA cases

Attach required documentation directly to FMLA cases for a simple and efficient FMLA workflow.

Consolidate processes

Strengthen your FMLA processes by keeping all the documents in a single application.



Want to learn more? Let's talk.

866.783.9890 | www.tcpsoftware.com | Your Workforce Ally

©2020 TimeClock Plus, LLC. All rights reserved.



Job Costing

The Job Costing feature is a powerful addition to TCP's TimeClock Plus software, delivering detailed insight into your workforce's labor. With a flexible configuration process, your organization can track up to 5 levels of employee work, so you know exactly how much time is being spent on specific labor. In addition to the tracking features, there are reports designed to breakdown and filter the data in a clean, comprehensible way.

Your workforce's data, including Job Costing totals, can be exported to all major payroll providers, saving your organization time and energy on necessary processes.

Use our TimeClock Plus software to track workers' compensation classes. Allocate time to a task and create report totals with just a few clicks. Integrate with accounting and ERP systems to eliminate dual entry and save your organization's valuable resources.

How Does It Work?

Similar to job codes, a list of cost codes is maintained by your organization. These codes can be created manually on the go, or they can be imported from another system. These cost codes are grouped and assigned to employees as needed. The employee will clock in as normal, selecting the codes that go with their work.

Employee Operation Options

- WebClock
- Mobile Solutions
- Time Clocks (including a bar code scanning option)



Want to learn more? Let's talk.

800.749.8463 | www.tcpsoftware.com | Your Workforce Ally

©2021 TimeClock Plus, LLC. All rights reserved.



Simple.
All-In-One.
Time and Attendance.



TIMECLOCK PLUS REPORTS

v7

TIMECLOCK REPORTS

We understand the difficulties managers face on a day-to-day basis within an organization. With tasks such as tracking employee data, managing hours for different jobs, and supervising an efficient workforce; it takes time and effort to stay ahead of schedule. Therefore, TimeClock Plus is able to provide real time reports to give managers better insight on company details and profits while being able to visualize the bottom line.

MULTIPLE REPORTS

With more than 60 core reports, TimeClock Plus gives you the option to select multiple reports to help with data collection, access important information quickly to prepare for audits, and allow you to make viable financial decisions to your company.

AUTOMATED REPORTS

To help managers access reports quickly, TimeClock Plus features automated reports to help you run when most convenient for your organization. Managers can also utilize dashboard widgets to show multiple reports at a quick glance for up the minute information.

All reports within the TimeClock Plus software can be exported to HTML, Excel, and PDF and are user definable, giving you complete control over your data.

Complete Payroll
Payroll Summary
Payroll Detail
Job Code Analysis Detail
Substitute Report

Measurement Period
Overtime
Accrual Usage
Recorded Absent and Tardy Information
Contract Variance

Complete Payroll For the period of 5/28/2019 to 6/3/2019

Name: Mike Bowman Number: 4 SSN: 33223423

Week	D	Date In	Time In	Date Out	Time Out	Job Code	Break	Rate	Hours	Reg	Ovt1	Ovt2	Day Total
1	Sun	5/28	09:00 AM	5/28	12:00 PM	3	60u	0.00	3:00	3:00	0:00	0:00	7:00
		5/28	01:00 PM	5/28	05:00 PM	1		0.00	4:00	4:00	0:00	0:00	
	Mon	5/29	09:00 AM	5/29	12:00 PM	1	60u	0.00	3:00	3:00	0:00	0:00	7:00
		5/29	01:00 PM	5/29	05:00 PM	2		0.00	4:00	4:00	0:00	0:00	
	Tue	5/30	09:00 AM	5/30	12:00 PM	2	60u	0.00	3:00	3:00	0:00	0:00	7:00
		5/30	01:00 PM	5/30	05:00 PM	2		0.00	4:00	4:00	0:00	0:00	
	We	5/31	09:00 AM	5/31	12:00 PM	2	60u	0.00	3:00	3:00	0:00	0:00	7:00
		5/31	01:00 PM	5/31	05:00 PM	2		0.00	4:00	4:00	0:00	0:00	
	Thu	6/1	09:00 AM	6/1	12:00 PM	2	60u	0.00	3:00	3:00	0:00	0:00	7:00
		6/1	01:00 PM	6/1	05:00 PM	2		0.00	4:00	4:00	0:00	0:00	
	Fri	6/2	09:00 AM	6/2	12:00 PM	2	60u	0.00	3:00	3:00	0:00	0:00	7:00
		6/2	01:00 PM	6/2	05:00 PM	2		0.00	4:00	2:00	2:00	0:00	
	Sat	6/3	09:00 AM	6/3	12:00 PM	2	60u	0.00	3:00	0:00	3:00	0:00	7:00
		6/3	01:00 PM	6/3	05:00 PM	2		0.00	4:00	0:00	4:00	0:00	
Week 1 Totals:									49:00	40:00	9:00	0:00	49:00
Period Totals:									49:00	40:00	9:00	0:00	49:00

JOB CODE BREAKDOWN

Job Code	Description	Rate	Regular	Overtime 1	Overtime 2	Total
2	Maintenance	10.00	16:00	9:00	0:00	
Job Code 2 Total:			16:00	9:00	0:00	16:00
3	Food Service	14.00	62:55	7:50	0:00	
Job Code 3 Total:			62:55	7:50	0:00	70:55
Period Total:			78:55	7:50	0:00	86:05

Management: _____

Employee: _____

Mike Bowman

Payroll Summary

For the period of 5/28/2019 to 6/3/2019

Name	Number	Job Code	Rate	Hours Regular	Overtime 1	Overtime 2
Bill Karnes	1	1-Custodial	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 1:				49:00	40:00	9:00
Tommy Ramos	2	2-Maintenance	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 2:				49:00	40:00	9:00
Jim Williams	3	3-Food Service	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 3:				49:00	40:00	9:00
Jack Lamos	4	2-Maintenance	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 4:				49:00	40:00	9:00
Bill Williams	5	1-Custodial	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 5:				49:00	40:00	9:00
George Jacobson	6	1-Custodial	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 6:				49:00	40:00	9:00
Arnold Karnes	7	2-Maintenance	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 7:				49:00	40:00	9:00
George Carter	8	2-Maintenance	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 8:				49:00	40:00	9:00
Kelsey Kyne	9	1-Custodial	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 9:				49:00	40:00	9:00
Mike Ramos	10	2-Maintenance	0.00	49:00	40:00	9:00
				49:00	40:00	9:00
Subtotal for id number 10:				49:00	40:00	9:00

Payroll Detail

For the period of 5/28/2019 to 6/3/2019

Week	Day	Date In	Time In	Date Out	Time Out	Job Code	Break	Rate	Hours	Reg	Ovt1	Ovt2	Day Total
Bill Karnes Number: 1 SSN: 30713165 Employee _____													
Manager _____													
1	Sun	5/28	09:00 AM	5/28	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Sun	5/28	01:00 PM	5/28	05:00 PM	1-Custodial		0.00	4:00	4:00	0:00	0:00	7:00
	Mon	5/29	09:00 AM	5/29	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Mon	5/29	01:00 PM	5/29	05:00 PM	1-Custodial		0.00	4:00	4:00	0:00	0:00	7:00
	Tue	5/30	09:00 AM	5/30	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Tue	5/30	01:00 PM	5/30	05:00 PM	1-Custodial		0.00	4:00	4:00	0:00	0:00	7:00
	Wed	5/31	09:00 AM	5/31	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Wed	5/31	01:00 PM	5/31	05:00 PM	1-Custodial		0.00	4:00	4:00	0:00	0:00	7:00
	Thu	6/1	09:00 AM	6/1	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Thu	6/1	01:00 PM	6/1	05:00 PM	1-Custodial		0.00	4:00	4:00	0:00	0:00	7:00
	Fri	6/2	09:00 AM	6/2	12:00 PM	1-Custodial	60u	0.00	3:00	3:00	0:00	0:00	
	Fri	6/2	01:00 PM	6/2	05:00 PM	1-Custodial		0.00	4:00	2:00	2:00	0:00	7:00
	Sat	6/3	09:00 AM	6/3	12:00 PM	1-Custodial	60u	0.00	3:00	0:00	3:00	0:00	
	Sat	6/3	01:00 PM	6/3	05:00 PM	1-Custodial		0.00	4:00	0:00	4:00	0:00	7:00
									49:00	40:00	9:00	0:00	49:00
Period Totals									49:00	40:00	9:00	0:00	49:00

Tommy Ramos Number: 2 SSN: 27714571 Employee _____													
Manager _____													
1	Sun	5/28	09:00 AM	5/28	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Sun	5/28	01:00 PM	5/28	05:00 PM	2-Maintenance		0.00	4:00	4:00	0:00	0:00	7:00
	Mon	5/29	09:00 AM	5/29	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Mon	5/29	01:00 PM	5/29	05:00 PM	2-Maintenance		0.00	4:00	4:00	0:00	0:00	7:00
	Tue	5/30	09:00 AM	5/30	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Tue	5/30	01:00 PM	5/30	05:00 PM	2-Maintenance		0.00	4:00	4:00	0:00	0:00	7:00
	Wed	5/31	09:00 AM	5/31	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Wed	5/31	01:00 PM	5/31	05:00 PM	2-Maintenance		0.00	4:00	4:00	0:00	0:00	7:00
	Thu	6/1	09:00 AM	6/1	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Thu	6/1	01:00 PM	6/1	05:00 PM	2-Maintenance		0.00	4:00	4:00	0:00	0:00	7:00
	Fri	6/2	09:00 AM	6/2	12:00 PM	2-Maintenance	60u	0.00	3:00	3:00	0:00	0:00	
	Fri	6/2	01:00 PM	6/2	05:00 PM	2-Maintenance		0.00	4:00	2:00	2:00	0:00	7:00
	Sat	6/3	09:00 AM	6/3	12:00 PM	2-Maintenance	60u	0.00	3:00	0:00	3:00	0:00	
	Sat	6/3	01:00 PM	6/3	05:00 PM	2-Maintenance		0.00	4:00	0:00	4:00	0:00	7:00
									49:00	40:00	9:00	0:00	49:00
Period Totals									49:00	40:00	9:00	0:00	49:00

Jim Williams Number: 3 SSN: 31307230 Employee _____													
Manager _____													
1	Sun	5/28	09:00 AM	5/28	12:00 PM	3-Food Service	60u	0.00	3:00	3:00	0:00	0:00	
	Sun	5/28	01:00 PM	5/28	05:00 PM	3-Food Service		0.00	4:00	4:00	0:00	0:00	7:00
	Mon	5/29	09:00 AM	5/29	12:00 PM	3-Food Service	60u	0.00	3:00	3:00	0:00	0:00	



IMPLEMENTATION SERVICES

Your Implementation Team

The TCP Professional Services team delivers the expertise needed to implement a solution that meets the needs of any size organization and the project management experience to ensure proper change management.



PROJECT MANAGER (PM)

The PM will be your direct point of contact for project matters and will ensure strict adherence to the project and communication plans. The PM will maintain a rolling action item list and formalize project documentation, training materials, and drive timely execution of deliverables.



PROGRAM MANAGER (PGM)

Each PgM oversees a selection of similar projects and provides guidance to your project team on how to resolve complex processes or use case scenarios. Your PgM has implemented a wealth of customers and will provide best practices to ensure you get our best solution.



IMPLEMENTATION SPECIALIST (IS)

The IS is your dedicated technical resource. The IS will work hand-in-hand with your team to configure and test the solution, answering questions and providing training along the way. Your IS will communicate deliverable statuses to your Project Manager.



ACCOUNT MANAGER (AM)

Your AM is dedicated to making sure you receive what you paid for and serves as your ongoing liaison with TCP. There are here to ensure you receive our industry-best services and access any product enhancements.



SOLUTIONS ENGINEER (SE)

Every project has a shared SE for an added layer of technical oversight. Your SE is well versed in peripheral technologies like export to SFTP, scripting, and single sign-on. The SE will serve as a technical consultant and will assist with any issues the team may encounter.



The Implementation Process

Your team will work with you individually to ensure the installation and configuration processes are completed in a timely manner and within the predefined scope of work. You can choose to work with the project implementation team on-site, where our experts will collaborate face-to-face with your stakeholders or remotely via scheduled project calls.

INITIATION PHASE

The Initiation Phase is used to develop the service strategy for the project.

- Finalizing Purchase
- Gather Project Materials
- Assign Resources



DISCOVERY PHASE

We will work with your project stakeholders to define the service strategy and generate baseline service design.

- Project Kickoff
- Business Process Analysis
- Needs Assessment
- Build Requirement



PLANNING PHASE

Collaboratively develop and approve a timeline, confirm deliverables, construct a work breakdown structure and assign project tasks.

- Finalize Project Plan
- Communication Plan
- Testing Strategy
- Training Strategy



DELIVERY PHASE

Focuses on service transition by completing the activities outlined in the project plan, verifying that the deliverables meet the business rules and needs.

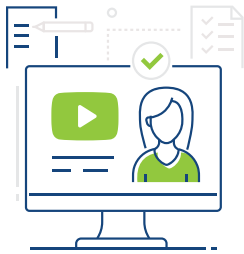
- Installation
- Configuration
- Training
- Pilot Test
- Go Live



TRANSITION PHASE

Focuses on service operations by finalizing all agreements, providing a seamless transition to dedicated operational support teams.

- Project Close
- Project Feedback
- Ongoing Support



REMOTE OR ON-SITE TRAINING

Proper change management and end-user adoption revolve around customer enablement through robust training. TCP Professional Services training team will walk your team through basic employee training, payroll and administrative training, and intermediate training for the supervisors and managers. Focus areas can be covered by our training team, either on-site or remotely.

Note: Due to the COVID-19 pandemic, TCP has temporarily suspended all employee travel.





Region 8

Education Service Center



TCP Experience & Expertise

Since establishment in 1988, TimeClock Plus, LLC (TCP) has preserved an unprecedented sole focus on the development and production of cutting-edge time and attendance solutions. With our powerful, innovative technologies, TCP can enable K-12 school districts across the country, to progress beyond antiquated punch clocks and timesheets, handwritten schedules, manual leave slips, chasing paper signatures, and disparate systems. TCP K-12 clients categorically prefer the benefits of the customer-centric development that goes into TCP solutions, providing the flexibility and scalability to address the varied time, attendance, and workflow demands of the entire organization from an all-in-one solution.

With 30+ years of experience, and customers including more than 4,500 K-12 customers across the country, TCP has established an unquestionable ability to meet the unique timekeeping demands of primary school clientele, while addressing accountability to stakeholders, aspirations for administrators, and accuracy commitments to employees.

Developed from the ground up as a cloud hosted system, TimeClock Plus v7 is designed to exploit the storage and functional advantages of cloud computing. When it comes to performance, few products can provide the depth of functionality, customer configurations, scalability, real-time access, AND speed of TimeClock Plus v7. Extensive research and painstaking attention to detail resulted in our secure, browser-based, dynamic, lightweight, ultra-responsive solution that rivals the speed of any client-server application, without the expense of maintaining the costly network infrastructure. Even still, our development staff is continually refactoring code, performance testing, and incorporating customer feedback in ongoing efforts to improve and expand efficiency.

TCP entrusts the hosting of our TCP Cloud™ products to our Technology Partner Amazon Web Services (AWS), a pioneer and leader of the cloud provisioning industry. The AWS world-class Data Center infrastructure leverages the most advanced utilities in power, networking, and security. Facilities uptime is guaranteed between 99.95% and 100%, and the facilities ensure a minimum of N+1 redundancy to all power, network, and HVAC services. AWS data centers are SSAE16, FEDRAMP, ISO 27001 Certified, and PCI DSS Level 1 compliant, providing physical protection, monitoring, and regional redundancy with N+1 data center failover. All AWS Data Centers have redundant power and networking connectivity. In conjunction with that, the TCP SaaS Management and Information Security Teams performs regularly risk assessments and maintains a series of continuous, proactive security protocols. Our Business Continuity and Disaster Recovery strategies combine industry best practices, risk management, and technologies to minimize the likelihood of a disruption to our customers' services and provide resiliency and prompt response in the event of any interruption to normal business operations.



Another element of TimeClock Plus v7 that our K-12 customers have found incredibly valuable is that we don't simply transform your paper system to a digital medium. We will evaluate and offer guidance on your entire workflow environment, because as an organization, it is sometimes difficult to identify how many elements of your processes, your procedures, and your objectives have been limited by the resources at your disposal. For example, all aspects of TimeClock Plus v7 operate and interact in *real time*. Thus, whether performing clocking activities, reviewing Leave balances, or running any system reports, you are provided with "real-time", up-to-the-minute data. Imagine the positive ripple effects resulting from that single functionality, from the time savings for payroll processing to the on-the-fly labor decisions.

As a consolidated system, TimeClock Plus v7's time capture, scheduling, leave management, and employee self-service tools all function in an integrated, real time environment. Employees cannot submit time off requests that do not conform to their assigned scheduling or leave policies and cannot use clocking devices or self-service functions that their position/department prohibits. With TimeClock Plus v7's proactive policy enforcement, administrators and managers are no longer attempting to clean up after the fact, without all of the facts. Employees have clearly defined, consistent policy enforcement, with immediate, onscreen notifications when something attempted is not permitted, including the reason why.

Another key contribution TCP brings is our Enterprise Integrations Group, a development team dedicated to supporting and expanding the data exchange abilities of TimeClock Plus v7 with hundreds of Government-centric Payroll, HRIS, HCM, Financial, and ERP third party applications. TimeClock Plus v7 deploys various levels of integration to support data exchange with these systems; some that offer seamless, bi-directional real-time integration like Tyler's Infinite Visions, while others use flat file data formats in automated and on-demand imports and exports. All of them enable TimeClock Plus v7 to provide and/or obtain helpful employee data, such as employee profiles, demographics, Job Codes, positions, locations, Leave Codes and Accruals usage/balances, and more. By efficiently passing relevant employee information between TimeClock Plus v7 and Payroll/HR systems, we help eliminate time-consuming, error-prone dual data entry, and continue to provide value-added functionality and convenience for our shared customers.

