

Last saved on 03/28/2017 12:02 PM

TUESDAY, MARCH 28, 2017
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Henderson).
- III. Minute Approval.
- IV. Special Presentation.
- V. **Ordinances – Final Reading: (None)**
- VI. **Ordinances – First Reading: (None)**
- VII. **Resolutions:**

HUMAN RESOURCES

- a. [A resolution authorizing the appointment of Bernadette Martin, as a special police officer \(unarmed\) for the McKamey Animal Center, to do special duty as prescribed herein, subject to certain conditions.](#)

IT

- b. [A resolution authorizing the Chief Information Officer \(CIO\) to execute a contract with Tri Tech Software Systems to be providers of software interface technologies, support professional services for City Wide software integration and other technical services to the Department of Information Technology, for the period of one \(1\) year beginning March 28, 2017 through March 27, 2018, with the option to extend for two \(2\) additional years, for an amount not to exceed \\$500,000.00 per contract year.](#)
- c. [A resolution authorizing the Chief Information Officer \(CIO\) to execute a blanket contract renewal with AST Corporation as the provider of hosting and professional services to Oracle E Business Suite SLA and other technical services to the Department of Information Technology for the period of one \(1\) year beginning April 1, 2017 through March 31, 2018, with the option to extend for an additional year, for an amount not to exceed \\$1 million per contract year.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- d. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Competition Athletic Surfaces, Inc. related to Contract No. Y-16-002-201, resurfacing and repairs of various tennis courts with the City of Chattanooga, for an increased amount of \\$50,679.92, for a new contract amount of \\$204,329.92, and to release the remaining contingency amount of \\$670.08. \(Districts 2, 5, 7, 8 & 9\)](#)
- e. [A resolution authorizing the Administrator for the Department of Public Works to enter into an agreement with Ragan Smith Associates, Inc. for professional services of design and construction services relative to Contract No. S-15-007-102, Central Avenue Storm Drain Separation Project – Design Phase, for an amount not to exceed \\$375,700.00. \(District 8\)](#)
- f. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. S-11-001-201 to Thomas Brothers Construction Company, Inc., of Hixson, TN, Highland Park \(Anderson Avenue\) Green Infrastructure Demonstration Project, a Consent Decree related project, in the amount of \\$1,913,180.50, with a contingency amount of \\$76,527.50, for an amount not to exceed \\$1,989,708.00. \(District 8\) \(Consent Decree\)](#)

Transportation

- g. [A resolution authorizing the Administrator for the Department of Transportation to enter into an agreement with Gresham Smith & Partners relative to Contract No. T-15-002-101 for professional services associated with Goodwin Road Extension Phase I, in the amount of \\$340,430.00, with a contingency amount of \\$34,043.00, for a total amount of \\$374,473.00. \(District 4\)](#)
- h. [A resolution to rescind Resolution No. 28415 to revoke Temporary Use Permit No. 153023 for an unaddressed parcel located on West 57th Street. \(District 7\)](#)

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.
- h) IT.
- i) Human Resources.
- j) General Services.

Revised Agenda for Tuesday, March 28, 2017

Page 3 of 6

IX. Purchases.

X. Other Business.

XI. Committee Reports.

XII. Agenda Session for Tuesday, April 4, 2017.

XIII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIV. Adjournment.

TUESDAY, APRIL 4, 2017
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Mitchell).
3. Minute Approval.
4. Special Presentation.
5. **Ordinances – Final Reading: (None)**
6. **Ordinances – First Reading:**

FINANCE

- a. [An ordinance amending Ordinance No. 13072, known as “the Fiscal Year 2016-2017 Budget Ordinance” so as to appropriate \\$161,000.00 from contingency to Family Promise in support of the Veterans Emergency Shelter Program.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- b. [An ordinance to amend Chattanooga City Code, Part II, Chapter 31, Sections 31-16, 31-50, 31-51, 31-52, 31-53, 31-54, 31-57, and 31-289, relative to wastewater and garbage.](#)

7. **Resolutions:**

GENERAL SERVICES

- a. [A resolution authorizing the Mayor to enter into a contract for sale and purchase with Chattanooga State Community College Foundation for the property located at 7148 Lee Highway, Tax Parcel Number 139P-C-008.01, in the amount of \\$1,100,000.00, and to execute all documents related to the transaction, with closing fees, for an amount not to exceed \\$5,000.00, for a total amount not to exceed \\$1,105,000.00. \(District 6\)](#)
- b. [A resolution authorizing the Mayor to execute a License Agreement with River City Ducks, LLC, in substantially the form attached, for a one \(1\) year term, with the option to extend for three \(3\) additional one \(1\) year terms, for access to the Ross’ Landing ramp. \(District 7\)](#)

- c. [A resolution authorizing the Mayor to execute an Amended and Restated Agreement with Miracle League of Chattanooga, Inc., in substantially the form attached, for a term of ten \(10\) years, with an option to extend for four \(4\) additional five \(5\) year terms, for the construction and use of the Miracle Field facilities at 185 N. Holtzclaw Avenue on a portion of Tax Parcel Number 146G-A-001.](#)

IT

- d. [A resolution authorizing the Chief Information Officer \(CIO\) to execute a blanket contract renewal with Zycron Information Technology Services and Solutions as the provider of professional services for the Department of Information Technology for the period of one \(1\) year beginning April 12, 2017 through April 11, 2018 \(with the option to extend for an additional year\), for an amount not to exceed \\$1 million per contract year.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- e. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Dore & Associates Contracting, Inc. related to Contract No. Y-15-007-201, the Hixson YFD Demolition Project \(three-story building\), for a decreased amount of \\$56,778.12, for a new contract amount of \\$226,021.88, and to release the remaining funds. \(District 3\)](#)
- f. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-12-022-201 to Insituform Technologies, LLC of LaVergne, TN, Consent Decree Contract, Sewer Rehabilitation for South Chickamauga Creek Sub-Basin, in the amount of \\$1,828,305.25, with a contingency amount of \\$100,000.00, for an amount not to exceed \\$1,928,305.25, subject to SRF loan approval. \(Districts 5, 8 & 9\) \(Consent Decree\)](#)
- g. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Thomas Brothers Construction Company relative to Contract No. S-12-003-201, McCutcheon Road Drainage Improvements, for an increased amount of \\$223,606.47, for a revised contract amount not to exceed \\$1,798,668.20. \(District 6\)](#)
- h. [A resolution authorizing the approval of Change Order No. 2 for Campbell & Associates, Inc. relative to the lab renovation project for the Waste Resources Division Non-Consent Decree Project, for an additional fee in the amount of \\$2,048.52 to the expanded scope of services, with an expanded timeline of sixty \(60\) days, for a total fee amount not to exceed \\$53,798.52.](#)

YOUTH AND FAMILY DEVELOPMENT

- i. [A resolution authorizing the Administrator for the Department of Youth and Family Development to extend the contract with Signal Centers for the Baby University Program for one \(1\) additional twelve \(12\) month term period, for an estimated annual amount not to exceed \\$250,000.00.](#)

8. Departmental Reports:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) **Youth and Family Development.**
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
 - h) IT.
 - i) Human Resources.
 - j) General Services.

9. Purchases.

10. Other Business.

11. Committee Reports.

12. Agenda Session for Tuesday, April 11, 2017.

13. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

14. Adjournment.

Proposed City Council Purchases 3-28-17

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R149445 Police Department	Purchase of Training Ammunition-.45 Caliber Police Department	13	2	Craig's Firearm Supply 8761 Chapman Highway Knoxville, TN 37920	\$48,452.00	General Fund	Purchase of Training Ammunition-.45 Caliber. There were 13 direct bid solicitations and we received 2 responses in the publically advertised bid proceedings. Craigs Firearm Supply was the best bid meeting specifications.
R148780 General Services	Two (2) New Blanket Contracts for Paint and Paint Supplies-City Wide General Services	7	4	PPG Architectural Finishes, Inc. 2409 S. Broad Street Chattanooga, TN 37408 and Sherwin Williams Company 1315 E. 23rd Street Chattanooga, TN 37404	Total Estimated \$100,000 Annually	General Fund	Two (2) New Blanket Contracts for Paint & Paint Supplies. The new contracts will include two (2) renewal options. There were 7 direct bid solicitations and we received 4 responses in the publically advertised bid proceedings. PPG Architectural Finishes Inc and Sherwin Williams Company were the best bids meeting specifications.
PO537482 Public Works	Blanket Contract Renewal for Emulsified Asphalt Public Works	5	1	Hudson Materials Co 1615 Sholar Ave, Ste 200 Chattanooga, TN 37406	Estimated \$160,000 Annually	General Fund	Blanket Contract Renewal of PO537482 for Emulsified Asphalt. This renewal will utilize the first (1st) option with one (1) option remaining per the original contract. There were 5 direct bid solicitations and we received 1 response in the original publically advertised bid proceedings. City Ordinance 10913 allows the award of the contract to Hudson Materials Co based upon receipt of only "one" bid after the requirement has been rebid.
R150895 Information Technology	New Blanket Contract for TimeClock Plus Upgrade Information Technology	-	-	Data Management Inc 1 Time Clock Drive San Angelo, TX 76904	Estimated \$90,000 Annually	General Fund	New Blanket Contract for TimeClock Plus Upgrade, for a period of seventeen (17) months. This blanket contract will coincide with National IPA's Contract #R131301 with Data Management Inc which will expire 8-31-18. TCA 6-56-304-2 allows for this single source purchase, exempted from usual advertising and bidding requirements.



City of Chattanooga

Mayor Andy Berke

March 23, 2017

Chief Fred Fletcher, Administrator
Chattanooga Police Department
3410 Amnicola Avenue
Chattanooga TN, 37406

Subject: R149445 – Training Ammunition, .45 caliber

Dear Chief Fletcher;

Council approval is recommended for the purchase of Training Ammunition, as needed by the Police Department. The amount of this purchase is \$48,452.00.

The invitation to bid was sent to thirteen (13) vendors as well as formally advertised. Two (2) bids were received. The bids are retained on file in the Purchasing Office for your review upon request. A spreadsheet is attached showing the amounts bid.

I recommend awarding this contract to Craig's Firearm Supply, as the lowest bid meeting the specifications of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/wt

Vendor address:

Craig's Firearm Supply
8761 Chapman Highway
Knoxville, TN 37920

Requisition: R149443

Bid #: B304603

Description: Training Ammunition
.45 cal.

Craig's Firearm Supply
Gear One Enterprise

Item #	Item Description	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price	Unit Price	Qty.	Extended Price
1										
2	200,000 rounds, .45acp	121.13	400	48,452.00	359.80	200	71,960.00			
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
Totals:		121.13		48,452.00	359.80		71,960.00			



City of Chattanooga

Mayor Andy Berke

March 22, 2017

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

Subject: 148780 / 304588 – Paint and Paint Supplies – City Wide – General Services Department

Dear Mr. Bohannon:

Council approval is recommended to issue two (2) blanket contracts for Paint and Paint Supplies, City Wide, General Services Department. The contract will be for twelve (12) months with the option to renew for two (2) additional twelve (12) month terms. The estimated annual expenditure for this contract is \$100,000 annually.

The invitation to bid was sent to seven (7) vendors as well as formally advertised. Bids were received from four (4) vendors shown below. Bids are retained on file in the Purchasing Office for your review upon request.

Vendors

Sherman Williams Company
Lowe's Company

PPG Architectural Finishes Inc.
Ennis Paint, Inc.

I recommend awarding the two (2) blanket contracts for Paint and Paint Supplies to PPG Architectural Finishes Inc. and Sherwin Williams Company, as the best complete bid meeting specifications for the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/mlm

Attachments

PPG Architectural Finishes, Inc.
2409 S. Broad Street
Chattanooga, TN 37408

Sherwin-Williams
1315 E. 23rd Street
Chattanooga, TN 37404

Lee Paint Center
6620 Lee Highway
Chattanooga, TN 37421

Chattanooga Paint & Decorating
5529 Hixson Pike
Hixson, TN 37343

Ace Hardware
1870 Dayton Blvd
Chattanooga, TN 37405

Dillon Supply Company
1208 East 23rd Street
Chattanooga, TN 37408

Lowe's
2180 Gunbarrel Road
Chattanooga, TN 37421

**Bid Tabulation - Bid No. 304588 / Req No. 148780
Paint & Paint Supplies**

Item #	Description	Unit	Sherwin-Williams Company			PPG Architectural Finishes, Inc.			Lowe's Company			Ennis Paint, Inc.		
			Unit Price	Quantity	Extended Price	Unit Price	Quantity	Extended Price	Unit Price	Quantity	Extended Price	Unit Price	Quantity	Extended Price
1	Zero VOC Interior Flat; Commercial	Gallon	\$ 11.12	56	\$ 622.72	\$ 9.99	56	\$ 559.44	\$ 14.83	56	\$ 830.48	\$ -	56	\$ -
2	Zero VOC Interior Eggshell; Commercial	Gallon	\$ 12.21	20	\$ 244.20	\$ 10.99	20	\$ 219.80	\$ 18.27	20	\$ 365.40	\$ -	20	\$ -
3	Zero VOC Interior Satin; Commercial	Gallon	\$ 12.21	8	\$ 97.68	\$ 11.99	8	\$ 95.92	\$ 16.71	8	\$ 133.68	\$ -	8	\$ -
4	Zero VOC Interior Semi-Gloss; Commercial	Gallon	\$ 13.21	33	\$ 435.93	\$ 12.99	33	\$ 428.67	\$ 19.57	33	\$ 645.81	\$ -	33	\$ -
5	Zero VOC Interior Flat (5 Gallon Bucket); Commercial	Each	\$ 54.60	27	\$ 1,474.20	\$ 49.95	27	\$ 1,348.65	\$ 68.71	27	\$ 1,855.17	\$ -	27	\$ -
63	Zero VOC Interior Eggshell (5 Gallon Bucket); Commercial	Each	\$ 60.05	7	\$ 420.35	\$ 54.95	7	\$ 384.65	\$ 81.92	7	\$ 573.44	\$ -	7	\$ -
7	Zero VOC Interior Satin (5 Gallon Bucket); Commercial	Each	\$ 60.05	3	\$ 180.15	\$ 59.95	3	\$ 179.85	\$ 79.38	3	\$ 238.14	\$ -	3	\$ -
8	Zero VOC Interior Semi-Gloss (5 Gallon Bucket); Commercial	Each	\$ 65.05	49	\$ 3,187.45	\$ 64.95	49	\$ 3,182.55	\$ 92.13	49	\$ 4,514.37	\$ -	49	\$ -
9	Exterior Flat, 100% Acrylic; Commercial	Gallon	\$ 15.55	39	\$ 606.45	\$ 12.99	39	\$ 506.61	\$ 80.39	39	\$ 3,135.21	\$ -	39	\$ -
10	Exterior Satin, 100% Acrylic; Commercial	Gallon	\$ 16.55	206	\$ 3,409.30	\$ 13.99	206	\$ 2,881.94	\$ 18.26	206	\$ 3,761.56	\$ -	206	\$ -
11	Exterior Semi-Gloss, 100% Acrylic; Commercial	Gallon	\$ 17.55	155	\$ 2,720.25	\$ 14.99	155	\$ 2,323.45	\$ 19.99	155	\$ 3,098.45	\$ -	155	\$ -
12	Exterior Flat, 100% Acrylic (5 Gallon Bucket); Commercial	Each	\$ 76.75	43	\$ 3,300.25	\$ 64.95	43	\$ 2,792.85	\$ 80.39	43	\$ 3,456.77	\$ -	43	\$ -
13	Exterior Satin, 100% Acrylic (5 Gallon Bucket); Commercial	Each	\$ 81.75	29	\$ 2,370.75	\$ 69.95	29	\$ 2,028.55	\$ 86.24	29	\$ 2,500.96	\$ -	29	\$ -
14	Exterior Semi-Gloss, 100% Acrylic (5 Gallon Bucket); Commercial	Each	\$ 86.75	5	\$ 433.75	\$ 74.95	5	\$ 374.75	\$ 95.64	5	\$ 478.20	\$ -	5	\$ -
15	Amercoat 65 Thinner	Gallon	\$ 8.88	2	\$ 17.76	\$ 19.99	2	\$ 39.98	\$ 8.88	2	\$ 17.76	\$ -	2	\$ -
16	Traffic Paint; Non-ReflectORIZED, Water Borne, Yellow, Maximum 45 Second Dry (per 55 Gallon Drum) - Per Specification Attached	Drum	\$ 424.05	250	\$ 106,012.50	\$ 489.50	250	\$ 122,375.00	\$ 1,322.90	250	\$ 330,725.00	\$ 495.00	250	\$ 123,750.00
17	Traffic Paint; Non-ReflectORIZED, Water Borne, White, Maximum 45 Second Dry (per 55 Gallon Drum) - Per Specification Attached	Drum	\$ 417.45	75	\$ 31,308.75	\$ 484.00	75	\$ 36,300.00	\$ 1,322.90	75	\$ 99,217.50	\$ 495.00	75	\$ 37,125.00
18	Type 1 Traffic Glass Beads; Reflective Index 1.5, Use with Paint of Thermoplastic to Improve/Produce Reflectivity, Moisture Resistant Treated Recycled Glass Beads (50 lb Bags, ordered by pallet load)	Each	\$ 25.50	900	\$ 22,950.00	\$ 21.00	900	\$ 18,900.00	\$ -	900	\$ -	\$ -	900	\$ -
19	Athletic Field Marking Paint for Ballfields (Each = Pallet, Pallet includes 24 - 5 Gallon Pales); Per Specification Attached	Each	\$ 826.80	19	\$ 15,709.20	\$ 660.00	19	\$ 12,540.00	\$ -	19	\$ -	\$ -	19	\$ -
20	Athletic Field Marking Paint for Ballfields (5 Gallon Pale); Per Specification Attached	Each	\$ 34.45	19	\$ 654.55	\$ 34.70	19	\$ 659.30	\$ 31.44	19	\$ 597.36	\$ -	19	\$ -
21	Aerosol Athletic Field Marking Paint, 16 oz. Cans, 12 per Case, Basic Colors	Each	\$ 39.96	100	\$ 3,996.00	\$ 52.44	100	\$ 5,244.00	\$ -	100	\$ -	\$ -	100	\$ -
22	Paint Not Listed Above; _____ % Discount			-35%			-30%			0%			0%	
23	Paint Supplies / Sundry Items; _____ % Discount			-25%			-20%			0%			0%	
TOTAL					\$ 200,152.19			\$ 213,365.96			\$ 456,145.26			\$ 160,875.00
Contact:			Craig MacKay 1315 E. 23rd Street Chattanooga, TN 37404			Doug Varnell 2409 Broad Street Chattanooga, TN 37408			Fred Whittaker 5428 Hwy 153 Hixson, TN 37343			Zina Brooks 115 Todd Court Thomasville, NC 27360		
Location:														



City of Chattanooga

Mayor Andy Berke

March 22, 2017

Mr. Justin Holland
Administrator
Public Works Department
1250 Market Street, Suite 2100
Chattanooga TN, 37402

Subject: Contract Renewal of Blanket 537482 – Emulsified Asphalt - Public Works Department

Dear Mr. Holland;

Council approval is recommended to renew blanket contract 537482 for Emulsified Asphalt as needed by the Public Works Department. The estimated annual expenditure under this contract is \$160,000.00.

The award of the blanket contract was originally approved by City Council on March 22, 2016. The invitation to bid was sent to five (5) vendors as well as formally advertised. One (1) bid was received. The solicitation was re-advertised, but no further bids were received. A copy of Blanket Contract 537482 is attached.

I recommend extending this blanket contract with Hudson Materials Company, as being in the best interests of the City of Chattanooga.

Respectfully yours,

Bonnie Woodward
Purchasing Director

BW/dp
Attachment

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 749333 Vendor Alternate ID: 7132 Hudson Materials Co 1615 Sholar Ave Ste 200 Chattanooga, TN 37406
----------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

PO Date: 28-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 537482 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
-------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------

S H I P T O	
----------------------------------------	--

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
----------------------------------------------	--------------------------------------------------------------------------------------------------------------

Requestor	Requisition Number	Bid Number

Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
Requisition No. 130015 Ordering Dept.: Public Works Buyer: William Tucker Telephone: 423-643-7238 Fax: 423-643-7244 Email: tucker_w@chattanooga.gov					
Items Being Purchased: Emulsified Asphalt for Local Pickup					
This shall be a twelve (12) month blanket contract to supply Emulsified Asphalt as needed by agencies of the City of Chattanooga. The contract term may be renewed for two (2) additional twelve (12)-month terms under the same terms and conditions by mutual agreement. The City of Chattanooga and the Contractor may bilaterally extend the Contract by providing written confirmation of agreement by both parties at least 30 days prior to the Contract's current expiration date.					
PRICE ESCALATION CLAUSE: If, as a result of a general change in labor rates, materials prices or discounts, the Contractor has changed prices to all of its customers, the prices under this contract may be adjusted accordingly. In requesting a price increase, the Contractor shall provide the Purchasing Department with documentation showing the reason for the requested increase. Increases shall not be requested more often than once per year. Price increases shall only become effective after approval by the Purchasing Agent.					
City of Chattanooga Terms and Conditions are incorporated herein by Reference, and are posted on the City's Website at http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions . If you cannot download, call buyer for a copy.					
Vendor Contact Information: Vendor Name: Hudson Materials Contact Person: Tim Jennings Tel.: 423-506-7065 Fax: 423-334-9435 Email: timj@hudsoncc.com Street Address: 1615 Sholar Avenue City, State, Zip: Chattanooga, TN 37406					

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Purchase Order BLANKET



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

V E N D O R	Vendor Number: 749333 Vendor Alternate ID: 7132 Hudson Materials Co 1615 Sholar Ave Ste 200 Chattanooga, TN 37406
----------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------

PO Date: 28-MAR-16 Buyer: William Tucker FOB: DESTINATION Terms: Immediate	Purchase Order Number 537482 INVOICES: Direct invoices in DUPLICATE to the Invoice address shown below.
-------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

S H I P T O	
----------------------------------------	--

I N V O I C E	Accounts Payable Division City of Chattanooga 101 East 11th Street, Suite 101 Chattanooga, TN 37402
----------------------------------------------	--------------------------------------------------------------------------------------------------------------

Requestor			Requisition Number		Bid Number
Line Nbr	Item ID - Item Description	Quantity	Unit	Unit Price	Total
1	Emulsified Asphalt, Tack Oil, SSI-H, Priced per gallon	0.00	Gallon	\$ 1.8000	\$ 0.00
2	Emulsified Asphalt, CRS-2, Priced per gallon	0.00	Gallon	\$ 1.6774	\$ 0.00
3	Emulsion, Picked Up - Grade RS-2, Priced per gallon	0.00	Gallon	\$ 1.6042	\$ 0.00
4	Emulsion, Picked Up - Grade AE-P, Priced per gallon	0.00	Gallon	\$ 1.6866	\$ 0.00
5	Emulsion, Picked Up - Grade AD-3, Priced per gallon	0.00	Gallon	\$ 1.8874	\$ 0.00
6	Wes Col Mix	0.00	Ton	\$ 68.0000	\$ 0.00
7	Emulsion, CRS-2P, Priced per gallon.	0.00	Gallon	\$ 2.0544	\$ 0.00
8	Minimum Charge	0.00	Each	\$ 50.0000	\$ 0.00
9	ASP Index	0.00	Each	\$ 366.8200	\$ 0.00
10	Delivery Charge	0.00	Gallon	\$ 0.0345	\$ 0.00

TOTAL: \$.00

***** NOTICE *****

This Purchase Order ("Agreement") is a binding agreement between the City of Chattanooga and the Vendor. This Purchase Order shall be governed by the following documents: (1) Purchase Order; (2) City of Chattanooga Purchase Order Standard Terms and Conditions; (3) Vendor's response to the bid or quotation; and (4) terms and conditions set forth in the bid or quotation, each of which is hereby incorporated herein by reference and becomes a part of this Agreement. In the event any conflict of terms arises, the terms controlling the Agreement shall be in the order provided hereinabove. This Purchase Order is valid only when signed or electronically approved by the Finance Officer.

Electronic approval is on record in the purchasing information system which asserts that unencumbered appropriation is available to meet the expenditure covered by this Purchase Order; and further authorizes payment upon proper certification of receipt of goods and/or services.



City of Chattanooga

Mayor Andy Berke

March 23, 2017

Mr. Brent Messer
Chief Information Officer
Information Technology Department
100 East 11th Street, 4th Floor
Chattanooga, TN 37402

Subject: R150895 – Contract with Data Management, Inc. using the National IPA/TCPN contract #R131301 – for TimeClock Plus™ upgrade – Information Technology Department

Dear Mr. Messer:

Council approval is recommended to enter into a blanket contract with Data Management, Inc. for the TimeClock Plus™ upgrade utilizing the National Intergovernmental Purchasing Alliance Company (National IPA)/ The Cooperative Purchasing Network (TCPN) Contract #R131301 as permitted by Resolution 28900 (approved January 17, 2017) for an estimated annual amount of \$90,000.00.

The blanket contract will coincide with the third renewal of Contract #R131301, which is effective from September 1, 2016, to August 31, 2017, and the fourth and final renewal, as awarded by National IPA on February 24, 2017, and which is effective from September 1, 2017, to August 31, 2018. The initial blanket contract term will be a seventeen (17) month term from April 1, 2017, to August 31, 2018. A copy of the National IPA/TCPN Contract #R131301 contract is enclosed.

This purchase is a Single Source purchase of the proprietary software TimeClock Plus™ and related services owned by Data Management, Inc.

TCA 6-56-304.2 allows this Single Source blanket contract exempted from the usual advertising and bidding requirements.

I recommend entering into this contract for the TimeClock Plus™ upgrade.

Respectfully yours,

Bonnie Woodward
Director of Purchasing

BW/dk
Attachments

Data Management, Inc., 1 Time Clock Drive , San Angelo, TX 76904



2555 Meridian Blvd., Suite 300, Franklin, TN 37067

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE

February 24, 2017

Mr. Ernie R. Nabors
Vice President of Operations
Ernie.nabors@timeclockplus.com
Data Management, Inc.
1 Time Clock Drive
San Angelo, TX 76904

Re: Renewal Award of Contract # R131301

Dear Mr. Nabors:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 21, 2017, National IPA is pleased to announce that Data Management, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 18, 2013, and subsequent performance thereafter:

Contract

Time Clock Software and Related Services

The contract will expire on August 31, 2018 completing the fifth year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Deborah Bushnell at 713-554-7348 or Deborah.bushnell@nationalipa.org.**

The partnership between Data Management, Inc. and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Kelly Burnett

Kelly Burnett
Contract Analyst



The Cooperative Purchasing Network

The Cooperative Purchasing System

**Request for Proposal
for Time Clock Systems and Related Services**

Solicitation Number 13-13

Tuesday, July 18, 2013, 2:00pm Central

Presented by



TimeClock Plus™
a better sense of time



The Cooperative Purchasing Network
7145 West Tidwell Road
Houston, TX 77092

Attn: Robert Zinglemann

Mr. Zinglemann:

We appreciate the opportunity to respond to this Request For Proposal for The Cooperative Purchasing System.

Based on our extensive experience serving the timekeeping needs of thousands of government entities and schools across the country, we are presenting TimeClock Plus software and hardware as the best solution to best serve TCPN members.

The TimeClock Plus software allows for detailed employee self-service functionality from both a web browser environment as well as a client server application, providing users with the best of both front-end interfaces. OnDemand takes TimeClock Plus to the cloud making it accessible through any internet-connected web browser, and proprietary clocking terminals provide real-time, integrated collection. Additionally, TimeClock Plus has proven interfaces with more than 200 payroll software packages.

The successful deployment of a time and labor management solution relies greatly on the effectiveness of the implementation process. TimeClock Plus' Go Live Services are built on proven practices designed to ensure a smooth and effective transition.

I hope you will find TimeClock Plus to be the best investment in labor controls for TCPN members.

Sincerely,

Adam McInturff
Assistant Sales Manager
Data Management, Inc./TimeClock Plus
1 TimeClock Drive
San Angelo, TX 76904
800-749-8463 ext 7682
adam.mcinturff@timeclockplus.com

TABLE OF CONTENTS

**Tab 1 – VENDOR CONTRACT & SIGNATURE FORM
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

Tab 2 – QUESTIONNAIRE

Tab 3 – COMPANY PROFILE

Tab 4 – EVALUATION CRITERIA QUESTIONNAIRE

Tab 5 – PRODUCT / SERVICES

Tab 6 – REFERENCES

Tab 7 – PRICING

Tab 8 – VALUE ADD

**Tab 9 – REQUIRED DOCUMENTS
ADDITIONAL REQUIRED DOCUMENTS
ACKNOWLEDGEMENT & ACCEPTANCE OF REGION 4 ESC OPEN RECORDS POLICY**

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer

requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3 **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5 **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6 **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7 **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **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.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiler shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Vendor Name
 TCPN Report
 Month of _____

Entity Name	Zip Code	State	PO or Job#	Sale Amount

Total _____

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

 Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

 It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee of **three percent (3%)** to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until 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.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Member's discretion. 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.
- 12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If

a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

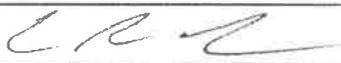
After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

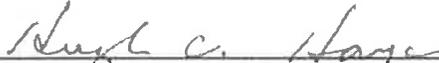
Prices are guaranteed: 120 days

Company name Data Management, Inc.
Address 1 Time Clock Dr.
City/State/Zip San Angelo, TX 76904
Telephone No. (325) 223-9500
Fax No. (325) 223-9104
Email address ernie.nabors@timeclockplus.com
Printed name Ernie R. Nabors
Position with company Vice President of Operations
Authorized signature 

Accepted by The Cooperative Purchasing Network:

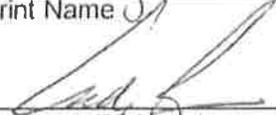
Term of contract September 1, 2013 to August 31, 2014

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8/27/13
Date

Hugh C. Hayes
Print Name


Region 4 ESC Authorized Board Member

8/27/13
Date

Andy Reyes
Print Name

TCPN Contract Number R131301

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

OK
Rep
JW

11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

Software is excluded.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. ~~In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.~~

A comparable system to TimeClock Plus could cost tens of thousands of dollars more.

Training for TCPN staff will be done primarily through online or electronic means once each month as necessary.

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS

TCPN Certified Proposal Number Process

- Email all requests for Certified TCPN Proposal Numbers to FacilityProposals@tcpn.org.
- All proposal numbers requests must be submitted ***and*** a proposal number received ***before*** you present it to your potential customer.
- You will have a response with a Certified TCPN Proposal Number within 24 hours.
- If you have an emergency and need a proposal number sooner, please call any member of the Facility Management team and we will help you.
- Simply send an email that states the following:
 - Contract # (only if you hold more than one contract)
 - City/State
 - Official Name of Entity
- Include the proposal number and TCPN Official Contract Holder seal of approval on all proposals. Feel free to use the attached form for your convenience.



Proposal # _____

Dear Valued TCPN Member/User:

We appreciate your consideration in accessing and using a TCPN-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. We continue to look for methods to better serve our customer. We have recently implemented a program where all Facility Contract holders must register and receive a Certified TCPN Proposal Number that must be displayed prominently on the proposal(s) you are to receive. We feel this ensures compliance and adherence to the terms and conditions under the contract awarded to

TCPN is tracking Facility transactions from the initial proposals to the completion of projects. In receiving this proposal, we ask you to verify that the Certified TCPN Proposal Number is included.

TCPN has assembled a specialized Facilities Management Team that stands ready and willing to verify and support our vendors in performing and meeting all obligations of services and duties promised to your organization. Please see our website at www.tcpn.org to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a Certified TCPN Proposal Number.

Sincerely,

The TCPN Facilities Management Team

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS
VENDOR ACCEPTANCE FORM

This document acknowledges that you have received and agree to the details, directions and expectations of the Certified TCPN Proposal Number process.

Date: July 16, 2013

RFP Number: 13-13

Company Name: Data Management, Inc.

Printed Name: Ernie R. Nabors

Signature: 

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.
Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|-----------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE) and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an MWBE or HUB certified.

- a. **Minority/Women Business Enterprise**
 Respondent certifies that this firm is an MWBE Yes No
- b. **Historically Underutilized Businesses**
 Respondent certifies that this firm is a HUB Yes No

3. **Residency**

Responding Company's principal place of business is in the city of San Angelo State of TX.

4. **Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

5. **Processing Information**

Company contact for:

Contract Management

Contact Person: Ernie R. Nabors

Title: Vice President of Operations

Company: Data Management, Inc.

Address: 1 Time Clock Dr.

City: San Angelo State: TX Zip: 76904

Phone: (325) 223-9500 Fax: (325) 223-9104

Email: ernie.nabors@timeclockplus.com

Billing & Reporting/Accounts Payable

Contact Person: Grant Woodring

Title: Accounting Manager

Company: Data Management, Inc.

Address: 1 Time Clock Dr.

City: San Angelo State: TX Zip: 76904

Phone: (325) 223-9500 Fax: (325) 223-9104

Email: grant.woodring@timeclockplus.com

Marketing

Contact Person: Scott Turner
Title: Vice President of Marketing
Company: Data Management, Inc.
Address: 1 Time Clock Dr.
City: San Angelo State: TX Zip: 76904
Phone: (325) 223-9500 Fax: (325) 223-9104
Email: scott.turner@timeclockplus.com

6. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct
- Certified education/government reseller
- Authorized distributor
- Manufacturer marketing through reseller
- Value-added reseller
- Other _____

7. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

8. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
TCPN	25%	10/31/13	\$511,178
PEPPM	25%	12/31/13	\$3,338

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
Data Management, Inc.

2. Brief history of your company, including the year it was established.
DMI has been providing TimeClock Plus workforce labor solutions to cities such as yours for over 23 years. With a continued growth in the municipality sector of time and attendance, DMI has shown a unique ability to meet the special needs of the differing departmental timekeeping needs of a city. Municipalities all over the country are realizing the unnecessary costs associated with antiquated punch clocks and handwritten time sheets. Today's administrators require "real-time" data in order to make critical labor decisions, a function that can only be provided by a software-based time and attendance solution. While utilizing the scalability and power of Microsoft SQL Server, all TimeClock Plus systems operate in "real-time" (i.e. no polling or push/pull hardware technology). The terminals can be desk or wall mounted in an area easily accessible to all employees, allowing employees to perform any necessary time clock transaction without having physical access to a computer.

Based in rural West Texas, DMI continues to expand on its dominant presence in the time and attendance industry in the United States and abroad. DMI's success has led to over 3,600 percent growth over the past ten years. For three consecutive years, DMI has been named to the Technology Fast 500, a list of the 500 fastest growing technology companies in North America as determined by Deloitte and Touche®, a worldwide accounting firm. DMI has also been named 45th on the Texas Fast 50, a list of the 50 fastest growing technology companies in Texas, and selected as Business of the Year by the Texas Association of Business and Chambers of Commerce.

3. Company's Dun & Bradstreet (D&B) number.
610177024

4. Corporate office location.
**1 Time Clock Dr.
San Angelo, TX 76904**

5. List the total number of sales persons employed by your organization within the United States, broken down by market.
25 sales people at our corporate office in San Angelo, TX serving customers worldwide

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
All services referenced in this RFP will be provided from the corporate offices in San Angelo TX.

Key Contacts:

**Jordy Moorman
Vice President of Sales
1 Time Clock Dr., San Angelo, TX 76904
(325) 223-9500
jordy.moorman@timeclockplus.com**

**Ernie Nabors
Vice President of Operations
1 Time Clock Dr., San Angelo, TX 76904
(325) 223-9500
ernie.nabors@timeclockplus.com**

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- a. Sales
Jordy Moorman, (325) 223-9500, jordy.moorman@timeclockplus.com
8 years with TimeClock Plus
 - b. Sales Support
Brian Carlisle, (325) 223-9500, brian.carlisle@timeclockplus.com
7 years with TimeClock Plus
 - c. Marketing
Scott Turner, (325) 223-9500, scott.turner@timeclockplus.com
18 years with TimeClock Plus
 - d. Financial Reporting
Grant Woodring, (325) 223-9500, grant.woodring@timeclockplus.com
2 years with TimeClock Plus
 - e. Executive Support
Ernie Nabors, (325) 223-9500, ernie.nabors@timeclockplus.com
14 years with TimeClock Plus
8. Define your standard terms of payment.
Payment on delivery for standard customers. Net 30 from date of shipment for Governmental entities.
9. Who is your competition in the marketplace?
TimeClock Plus most often competes with Kronos, ADP, and Qgest.
10. Overall annual sales for last three (3) years; 2010, 2011, 2012.
TimeClock Plus is privately held and will release financial information upon award of contract.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2010, 2011, 2012. (*Totals are approximate*)
TimeClock Plus is privately held and will release financial information upon award of contract.
12. What is your strategy to increase market share?
Data Management, Inc. is committed to gaining market share through successful implementations, continued attention to customer feedback, and working openly with third-party solutions to offer the best experience for our end users. This strategy includes the use of press releases, multimedia tools, and social media outlets to expand our presence in every industry.

Internally, DMI has prepared its sales force and administrative staff to respond quickly and efficiently to TCPN purchases and requests.

Our marketing strategies fall into these three categories:

Website:

Our primary means of marketing our relationship with TCPN will be via our website at www.timeclockplus.com, which receives on average more than 30,000 hits per day.

In 2009, we have plans to update the TimeClock Plus website's overall appearance with information specific to school districts and government municipalities.

We are currently running targeted pay per click campaigns specific to our unique offerings to school districts and municipalities.

Tradeshows / User Group Meetings:

We currently market our products at 12-15 tradeshows and user group meetings every year, with our primary focus on School Board and School Administrator shows.

These shows range in attendance from 200 to 12,000. Some of the shows include the American Payroll Association, GFOA, and various state "associations of school business officials" shows. Several user group meetings are held annually with a target audience of both current TimeClock Plus Users and potential clients.

Direct Marketing to TCPN Members:

Many current customers and TCPN members will be directly marketed to via email, telephone, and print advertising campaigns.

13. What differentiates your company from competitors?
TimeClock Plus offers true, real-time integration between proprietary software and hardware, eliminating the need for the tradition polling, syncing, or push/pull time and attendance systems of our competitors. TimeClock Plus boasts carefully planned software releases to reduce the number of post-release software "patches," durable hardware made from ABS plastic to protect against every day wear and tear, and a fully-staffed support team responding to inbound service calls within seconds on average.
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
On-line ordering is currently under development.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
Customer support is provided via our state of the art call center located at our corporate offices in San Angelo TX. Customer support is available from 9:00am to 5:00pm Central time, Monday through Friday, excluding holidays.
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
N/A

Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
- a. A co-branded press release within first 30 days
TimeClock Plus plans to work with TCPN to issue co-branded press release within first 30 days of contract award date. There is precedent for this with other awards of contracts.
 - b. Announcement of award through any applicable social media sites
TimeClock Plus plans to announce an award of contract by TCPN through various social media outlets including, but not limited to, Facebook, Twitter, and LinkedIn.
 - c. Direct mail campaigns
TimeClock Plus plans to announce its award of contract from TCPN through direct mail campaigns.
 - d. Co-branded collateral pieces
As with previous years as a TCPN vendor, TimeClock Plus plans to continue displaying co-branded collateral pieces at trade shows, conferences, user groups, etc.
 - e. Advertisement of contract in regional or national publications
TimeClock Plus plans to advertise its contract with TCPN in regional, state, and nation publications.
 - f. Participation in trade shows
As with previous years as a TCPN vendor, TimeClock Plus plans to continue participating in trade shows targeting TCPN members.
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
Planned by TimeClock Plus
 - ii. Link to TCPN and Region 4 ESC website
Planned by TimeClock Plus
 - iii. Summary of contract and services offered
Planned by TimeClock Plus
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
Planned by TimeClock Plus
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
The relationship between TimeClock Plus and TCPN will allow buyers to hold maximum purchasing power by guaranteeing the best possible price for the solutions they need. TimeClock Plus will help perpetuate this knowledge by making sure our users understand this added benefit to buying through TCPN rather than on their own.
19. Explain how your company plans to market this agreement to existing government customers.
Data Management, Inc. intends to market its partnership with TCPN via the following:
- Website:** Our primary means of marketing our relationship with TCPN will be via our website at www.timeclockplus.com, which receives on average more than 30,000 hits per day.
 - Tradeshows:** We currently market our products at 12-15 tradeshows every year, with our primary focus on School Board and School Administrator shows. These shows range in attendance from 200 to 12,000.
 - Direct Marketing to TCPN Members.**
20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.
TimeClock Plus already holds a contract with TCPN, so our implementation already has a time-tested track record of success. DMI seeks to renew this relationship to continue provide an industry-leading solution with the purchasing benefits of an industry-leading cooperative.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement. **TimeClock Plus already holds a contract with TCPN, so our implementation already has a time-tested track record of success. DMI seeks to renew this relationship to continue provide an industry-leading solution with the purchasing benefits of an industry-leading cooperative.**
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
Data Management, Inc. agrees to continue providing TimeClock Plus logos to Region 4 ESC and agrees to continue providing permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one*

\$_____ in year two*

\$_____ in year three*

** TimeClock Plus is privately held and will release financial information upon award of contract.*

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
TimeClock Plus has successfully implemented systems with TCPN since 2006. We also provide cooperative pricing through the PEPPM cooperative.
25. Describe the capacity of your company to report monthly sales through this agreement.
TimeClock Plus is able and agrees to reporting monthly sales through this agreement with TCPN.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
TimeClock Plus is able and agrees to providing management reports to TCPN for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.
TimeClock Plus continues to expand its use of new technologies to reduce costs and enhance the overall user experience. This includes using social media and email campaigns for promotions and announcements versus traditional direct mail campaigns. Other measures include keeping internal overhead low to pass on cost savings to our customers.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Data Management Inc. has made several efforts to develop and sustain a "Green Initiative". In addition to internal "green initiatives" such as reducing energy waste by installing programmable climate controls and paper / plastic recycling efforts, DMI has applied green initiatives to its hardware product line.

All new TimeClock Plus terminals are developed to be RoHS compliant.

RoHS is an acronym for Restriction on the use of certain Hazardous Substances. The concept behind RoHS is to limit the amounts of certain hazardous heavy metals in specific waste electronic devices so that those metals never find their way into landfills or elsewhere, where they can eventually be released into the environment.

Restriction of Hazardous Substances (RoHS) Directive:

RoHS (Directive 2002/95/EC) restricts the use of certain hazardous substances in electrical and electronic equipment that will ultimately be sold in the European Union.

This directive restricts the use of lead, mercury, cadmium, hexavalent chromium, poly brominated biphenyls (PBBs), and poly brominated diphenyls ethers (PBDEs).

California RoHS Directive:

The California RoHS law requires that the California Department of Toxic Substances Control adopt regulations prohibiting a covered electronic device from being sold or offered for sale in California if that device is prohibited from being sold or offered for sale in the EU due to the presence of lead, mercury, cadmium, or hexavalent chromium above certain maximum concentration values (MCVs).

DTSC's California RoHS regulations took effect January 1, 2007.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable MWBE, HUB, and manufacturer certifications for sales and service.

Data Management Inc. ("DMI") is not a MWBE or HUB certified vendor.

Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No
2. Is there a price list for all available products/services on a corresponding electronic device?
Yes No
3. Did you provide the warranty information that is offered by your company?
Yes No
4. Will customers be able to verify they received the contract price?
Yes No

Please explain how they would verify the contract price.

All TimeClock Plus invoices placed with TCPN pricing will be marked as such.

5. What payment methods do you accept?
A. Pre-Paid by Check/Credit Card B. Net 30 Terms

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E?
Yes No
2. What is the capability of your company to respond to emergency orders?
Nearly every order placed and verified before 3pm Central ships same day. When an emergency order is placed, TimeClock Plus gives that order priority to ensure proper fulfillment in the appropriate timeframe. This often involves managers from multiple departments, open communication, and an effort to do what's right for the customer.
3. Please provide your company's average fill rate over the last three fiscal years.
1) 2 days ARO 2) 2 days ARO 3) 2 days ARO
4. Please provide your company's average on time delivery rate over the last fiscal year.
95% or higher
5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing*"? Yes No
If not please explain.
6. What is your company's return and restocking policy? Are there any applicable fees?
TimeClock Plus comes with a 30-day Money Back Guarantee. There are no restocking fees; customers will be responsible for shipping and handling charges.
7. What is your company's history of meeting shipping and delivery timelines?
TimeClock Plus strives to consistently meet shipping and delivery timelines.
8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F? Yes No
10. What is your company's current invoicing process?
TimeClock Plus typically creates invoices once a Purchase Order or authorization is received from the customer. Once created and verified, invoices are released to shipping for order fulfillment.
11. Did you indicate how your company will implement the contract as per APPENDIX F?
Yes No
12. Did you provide your Dun & Bradstreet number? Yes No
13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F? Yes No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?
Data Management has been recognized as one of the fastest growing technology companies in the U.S. and Texas. DMI is the recipient of awards such as Deloitte & Touche's Fast 500 nationwide and Fast 50 in Texas.
2. What is the reputation of your products and/or services in the marketplace?
TimeClock Plus is a leading time and attendance solution in the United States, and even more so in the state of Texas. Thousands of government entities, school districts, and higher education institutions currently use TimeClock Plus with more than 2.5 million employees clocking in and out every day.
3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).
The following Region 4 districts, among others, have purchased TimeClock Plus. It's possible some of these also made or make their purchases through our pervious or existing TCPN contract: Pearland ISD, Anahuac ISD, Texas City ISD, Houston ISD, & Waller ISD
4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?
Yes No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F? Yes No
6. What past experience does your company have working in the government sector?
TimeClock Plus has been provided for over 1,000 government sector entities nationwide.
7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F? Yes No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F? Yes No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F?
Yes No
2. Did you provide a national sales training plan as per APPENDIX F?
Yes No

Appendix B:
PRODUCT / SERVICES SPECIFICATIONS

It is the intention of TCPN to establish an annual Contract with high performance vendor(s) for **Time Clock Software System & Related Services**. Vendor(s) shall, at the request of any member institution, perform covered services under the terms of this agreement.

Said software shall be:

- Automated
Supported
- Windows based
Supported
- Fully browser based
Supported by TimeClock Plus OnDemand
- Open architecture
Supported by open SQL database
- 24/7 Customer Support availability
Can be made available as required

Provide a complete list of all product specifications and processes including lists of any hardware offered. – **See attached Pricing**

Provide a thorough explanation of all processes and services offered including:

- Interfaces
TimeClock Plus interfaces with 200+ third-party solutions. See Pricing for a complete list of custom modules.
- System Requirements
See attached System Requirements
- Security
- Data Conversion
TimeClock Plus does not require user-oriented data conversion.
- Import/Export Requirements
TimeClock Plus offers robust, flexible, and ad-hoc import/export capabilities, usually not requiring a specific format.
- Warranty
See attached Hardware Warranty

Please provide pricing based on your standard pricing model:

- License Fees
- Discount schedule
- Hardware Unit Prices, if any
- Installation Costs
- Maintenance Costs
- Training
- Additional Costs

Each service proposed is to be priced separately. Services may be awarded to multiple vendors.

Proposers should respond to the questions in the table that follows and include with the proposal.

		Requirement	Yes/No
1		The System must have pre-developed, standard interfaces to the most popular payroll/finance and absence management systems in the K12, Public Sector, and Higher Education markets. Please indicate whether you currently have a developed, tested, and proven interface to the following solutions. A "yes" response indicates that the proposing company has a general release interface being used by an active customer.	
	a.	SunGard Business PLUS	Yes
	b.	SunGard eFinancePLUS	Yes
	c.	Tyler Munis	Yes
	d.	Tyler Incode	Yes
	e.	Tyler Visions	Yes
	f.	Tyler EDP	Yes
	g.	Tyler Profund	Yes
	h.	Harris Aptasoft	Yes
	i.	Harris Datateam	Yes
	j.	Crosspointe	Yes
	k.	RSCCC, iTCCS, TxEIS from Texas Computer Cooperative	Yes
	l.	Weidenhammer alio	Yes
	m.	CIMS	Yes
	n.	Springbrook	Yes
	o.	Ellucian/SunGard Banner	Yes
	p.	Ellucian/Datatel Colleague	Yes
	q.	APPSCN	Yes
	r.	CSIU	Yes
	s.	Wengage MAS	Yes
	t.	Sage MIP	Yes
	u.	Jenzabar	Yes
	v.	Frontline AESOP (Absence Management)	Yes
	w.	eSchool Solutions (SmartFind Express)	Yes
	x.	CRS Subfinder	Yes
2		The system should be an "off-the shelf" stand-alone timekeeping package offering detailed, user defined report and information filtering.	Yes
3		The system must have the capability to calculate weighted or blended overtime for employees that work multiple job descriptions with varying pay rates. Blended calculations should be exportable to most payroll/finance systems.	Yes
4		The system must have the capability to track, report, and export annualized employees' time based on variance from multiple calendars and schedules.	Yes
5		Time Clocks should offer the following capabilities without requiring the use of a personal computer;	
	a.	View Hours	Yes
	b.	View Schedules	Yes
	c.	View Leave Balances	Yes
	d.	View Messages	Yes

	e.	Employee Approval of electronic time card	Yes
	f.	Edit Hour Segments (manager edits only)	Yes
	g.	Entry of Leave Requests	Yes
6		The system must be able to accrue and track multiple types of leave including comp time, vacation, sick, personal, etc.	Yes
7		System must support time off requests via a PC or the chosen clocking terminals.	Yes
8		Terminated employees must be denied access immediately by the system.	Yes
9		The system must be able to restrict the employee/user from changing hours and rates of pay.	Yes
10		The system must be able to restrict employees to performing clocking functions at specified clocking terminals and PC's.	Yes
11		The system must have an employee scheduling application, and it must be able to restrict employees clocking functions by pre-determined schedules.	Yes
12		The system should have the capability to retain data for inactive or terminated employees.	Yes
13		The system must not limit access to employee time sheet historical data.	Yes
14		The system must record employee punches in real-time.	Yes
15		The system must be compatible with Microsoft IIS.	Yes
16		The system must have a backup utility.	Yes
17		The web based portions of the system must support secure digital certificates.	Yes
18		The system must support multiple organizations or companies. Must support at least three organizations.	Yes
19		The system must be able to accept imports in standard ASCII, comma separated, or fixed length file format from 3 rd party applications.	Yes
20		The proposal time and attendance solution should operate using a centralized database (preferred solution Enterprise level Microsoft SQL database).	Yes
21		LDAP authentication must be supported by the time and attendance system.	Yes
22		Allow real-time reporting for employee time and attendance to include multiple jobs, hourly & salaried staff, work orders, etc.	Yes
23		Allow biometric fingerprint identification for areas that may require added employee verification.	Yes
24		Allow employee I.D. badge recognition when utilized with employee access code.	Yes
25		Allow for the clocking terminals to support network connectivity - TCP/IP over Ethernet.	Yes
26		Allow for a variety of time collection methods including biometric fingerprint, biometric hand scanning, proximity badge swipe, bar code badge swipe, magnetic badge swipe, PIN number entry, and P.C. clocking (both by installed client and web browser).	Yes
27		Allow for the chosen clocking terminals to operate in a real-time two way communication with the database, allowing for all punches to be validated instantly against the database addressing possible conflicting shifts, missed punches, unauthorized punches outside of scheduled time or over allowed hours (overtime).	Yes
28		Allow for software and clocking terminals to synchronize to the server time and adjust automatically for standard/daylight savings time	

		changes.	Yes
29		Allow for clocking terminals to support Power-over-Ethernet (PoE).	Yes
30		Allow or provide the ability to export reports and data to multiple, common formats (pdf, xls, and txt).	Yes
31		System must support the entry of additional time detail for work orders, grants, jobs, or tasks beyond a standard job or position code.	Yes
32		System must be designed to operate seamlessly in a virtualized environment.	Yes
33		System must allow at least three layers of approval levels.	Yes
34		Allow for the clocking terminals to have a "fallback" mode - e.g. continue to collect time when not able to communicate in real-time with server database.	Yes
35		Provide a reporting functionality that will contain a useful number of generic reports and the ability to generate those reports through multiple criteria filters.	Yes



TimeClock Plus Hybrid System Requirements

Web Server and Database Server Requirements

Window Platforms:

- Windows XP Pro with SP 3
- Windows Vista
- Windows Server 2003
- Windows Server 2008
- Windows Server 2012
- Windows 7
- Windows 8

Hardware:

- 1 gigahertz (GHz) Dual Core Pentium processor or equivalent (2 GHz or higher recommended)
- 1 gigabyte (GB) of RAM (2 GB or higher recommended)
- 1 gigabyte (GB) of hard disk space OR if you plan to host your Web Server and Database Server separately then allow 200 megabytes (MB) of space on the Web Server and 800 MB on the Database Server (1 GB recommended)
- Broadband internet: 1.5 Mbps up (3.0 Mbps up or higher recommended)

Software:

- SQL Server 2000, 2005, 2008, or 2012*
- Internet Information Services (IIS) 5.1 or later
- Microsoft .NET Framework 3.5 SP1
- Resolution of at least 1024 x 768

*SQL Express 2005 is available on the TimeClock Plus 6.0 CD.



If your web server is running IIS 7 then you must enable the Windows feature: IIS Metabase and IIS 6 configuration compatibility.



Client Requirements

Window Platforms:

- Windows XP with SP 3
- Windows Vista
- Windows Server 2003
- Windows Server 2008
- Windows Server 2012
- Windows 7
- Windows 8
- Mac OS X

Hardware:

- 1 gigahertz (GHz) Pentium processor or equivalent (2 GHz or higher recommended)
- 512 megabytes (MB) or more of RAM (1 GB or higher recommended)
- 100 megabytes (MB) or more of hard disk space
- Broadband internet: 1 Mbps down (1.5 Mbps down or higher recommended)

Software:

- Internet Explorer 8 or 9
 - Internet Explorer 7 (supported, but **not recommended**)
- Firefox 3.5 or higher (up to 6.0) in Windows or Mac
- Chrome 13
- Resolution of at least 1024 x 768

6.0 Client:

- 500 megahertz (MHz) or higher processor
- 512 megabytes (MB) or more of RAM
- 100 megabytes (MB) or more of hard disk space
- Microsoft .NET Framework 3.5 SP1
- Resolution of at least 1024 x 768

DATA MANAGEMENT INC. ("DMI")

12 MONTH LIMITED WARRANTY

Hardware Warranty. DMI 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 DMI receives notice of such defects during the hardware warranty period, DMI 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, DMI will repair the items at no charge for labor and materials.
- b. All transportation charges to DMI for any such defective parts or units must be paid by the original purchaser. The Purchaser is responsible for shipping costs to and from DMI on all Warranty returns.
- c. The DMI 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 DMI.
- d. With respect to any device, part, component or other item which is not specifically manufactured by DMI, the hardware warranty of the manufacturer thereof shall apply and be exclusive.
- e. DMI's hardware warranty obligation shall be subject to DMI being satisfied that service, repairs or modifications to the hardware, firmware or code have not been made by persons other than DMI-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 DMI.
- 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 DMI BE LIABLE FOR ANY LOSS OR INJURY TO EARNINGS, PROFITS OR GOODWILL OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF DMI IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED HEREIN, DMI 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, DMI DOES NOT WARRANT THAT ANYTHING WILL MEET USER'S REQUIREMENTS, WILL BE UNINTERRUPTED OR ERROR-FREE. DMI HAS NO OBLIGATIONS CONCERNING PRODUCTS USED OUTSIDE THE U.S.A. UNLESS THEY ARE STATED IN WRITING BY DMI TO BE EXPORT PROGRAM PRODUCTS AND ARE ISSUED AN EXPORT PROGRAM WARRANTY. DMI'S OBLIGATIONS, IF ANY, ARE CONDITIONAL ON PURCHASER PROMPTLY COMPLYING WITH ALL OF THE DMI 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 DMI 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 DMI 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 DMI 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 DMI'S LIABILITY (FOR ALL CAUSES OF ACTION), EXCEED THE AMOUNT PAID BY User TO DMI 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 DMI, ITS AFFILIATES, OFFICERS AND AGENTS MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES OR SHALL BE FOREVER BARRED. DMI'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: DMI 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 DMI 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 DMI End User License Agreement, then all warranties will immediately terminate and User loses User's right to return the Product. DMI'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 DMI or any person or entity involved in making, delivering, or using any of DMI'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 DMI from DMI's obligations and terminate the DMI End User License Agreement and this Warranty. USER WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND DMI 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 DMI. NO DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO DMI'S WARRANTIES. SOME STATES MAY NOT ALLOW THE

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

**The DMI Support Group is open between the hours of 9:00 A.M. and 5:00 P.M. (Central Time),
Monday through Friday, excluding company holidays.
TEL (325)223-9300 / FAX (325)223-9104**

References

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Data Management, Inc. provides TimeClock Plus to over 1,000 government entities, 1,500 public school districts, and more than 500 colleges and universities, among other public and private organizations. These customers range from 2-employee “mom and pop” stores to 10,000-employee enterprises. Please consider the following references from our K12, Higher Education, and City/County entities.

GOVERNMENT ENTITIES

Reference Name Address City, State, Zip	Contact Name Title Phone Number Email	Years Serviced	Description of Services Annual Volume
City of Chattanooga 101 E. 11th St. Chattanooga, TN 37402	Nancy Nason IT Business Project Analyst (423) 757-4812 nason_nancy@mail.chattanooga.gov	11	Hybrid Edition, Multiple Modules, Handscanner Terminals, Pin Entry Clocking Terminals Approx. \$18,000/year
Wicomico County 500 Glen Ave. Salisbury, MD 21804	Ray Micciche IT Director (410) 430-3817 micciche@wicomicounty.org	2	6.0 Professional Edition, Munis, Multiple Modules, and GT-400 Handscanner Terminals Approx. \$6,000/year
City of Palmdale 38300 Sierra Hwy Ste D Palmdale, CA 93550	Liz Atchley Information Technology 661-267-5525 latchley@cityofpalmdale.org	7	Hybrid Edition, Munis, Multiple Modules, Bar Code Clocking Terminals Approx. \$9,000/year
County of Hoke 227 N. Main St. Raeford, NC 28376	Letitia Edens Human Resources (910) 875-8751 ledens@hokecounty.org	4	6.0 Professional Edition, Munis, Multiple Modules, and On-Screen TimeClock Approx. \$2,000/year
City of Brownsville 1150 E. Adams St. 1 st Floor Brownsville, TX 78522	Martin Vela Sr. Systems Analyst (956) 548-6120 martin@cob.us	10	Hybrid Edition, New World Systems, Multiple Modules, Bar Code & Hand Scan Clocking Terminals Approx. \$18,000/year

PUBLIC SCHOOL DISTRICTS

Reference Name Address City, State, Zip	Contact Name Title Phone Number Email	Years Serviced	Description of Services Annual Volume
Cedar Rapids CSD 2500 Edgewood Rd. NW Cedar Rapids, IA 52405	Vanessa Raue Payroll Coordinator (319) 558-2102 vraue@cr.k12.ia.us	4	Hybrid Edition, Grant Wood Export, School Modules, Proximity & Fingerprint Clocking Terminals Approx. \$32,000/year
Nampa School District #131 619 S. Canyon St. Nampa, ID 83686	Lynn Wheeler Payroll Manager (208) 468-4601 Ext. 1056 lwheeler@nsd131.org	4	Hybrid Edition, InfiniteVisions Export, School Modules, Bar Code Clocking Terminals Approx. \$11,000/year
Killeen ISD 200 N W S Young Dr. Killeen, TX 76543	Phil Haggerty Comptroller (254) 336-0011 phil.haggerty@killeenisd.org	4	6.0 Professional Edition, Custom Export, School Modules, PIN Entry & Bar Code Clocking Terminals Approx. \$44,000/year
Laredo ISD 1702 Houston St., Ste. 314 Laredo, TX 78040	Gene Gutierrez Information Technology (956) 273-1312 Ext. 1011 geneg@laredoisd.org	10	Hybrid Edition, Alio Export, School Modules, PIN Entry, Bar Code, & Hand Scan Clocking Terminals Approx. \$68,000/year
Alexandria City Public Schools 2000 N. Beauregard St. Alexandria, VA 22311	Daniel Fugar System Administrator (571) 242-4749 daniel.fugar@acps.k12.va.us	2	Hybrid Edition, Munis Export, School Modules, Fingerprint Clocking Terminals Approx. \$19,000/year

HIGHER ED. ORGANIZATIONS

Reference Name Address City, State, Zip	Contact Name Title Phone Number Email	Years Serviced	Description of Services Annual Volume
Virginia Tech University 202 S. Main St., Ste. 202 Blacksburg, VA 24060	Lee Anne Hoppe Project Manager (540) 231-7628 gumdrop@vt.edu	2	Hybrid Edition, Custom Export, Multiple Modules, Magnetic Clocking Terminals Approx. \$22,000/year
Sweet Briar College 134 Chapel Rd. Sweet Briar, VA 24595	Tracey Garrett Business Manager (434) 381-6231 tgarrett@sbc.edu	4	6.0 Professional Edition, Job Costing, Magnetic Clocking Terminals Approx. \$3,000/year
Stephen F. Austin State University 1936 North St. Nacogdoches, TX 75965	Judy Duffin Payroll Manager (936) 468-2172 pduffin@sfasu.edu	6	Hybrid Edition, Custom Export, Multiple Modules, Magnetic & Fingerprint Clocking Terminals Approx. \$14,000/year
University of North Carolina 601 S. College Rd. Wilmington, NC 28403	Jeanne Cole Integrated Enterprise Solutions (910) 962-3631 colej@uncw.edu	15	6.0 Professional Edition, Multiple Modules, On-Screen TimeClock Approx. \$1,800/year
Texas Tech University 2500 Broadway Lubbock, TX 79401	Eric Crouch Managing Director (806) 742-7275 eric.crouch@ttu.edu	4	Hybrid Edition, Custom Export, Multiple Modules, Magnetic Clocking Terminals Approx. \$15,000/year

Appendix C: PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a vendor's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in electronic form only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Please provide pricing based on your standard pricing model:

- License Fees
- Discount schedule
- Hardware Unit Prices, if any
- Installation Costs
- Maintenance Costs
- Training
- Additional Costs

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

Data Management, Inc has provided the TimeClock Plus time and attendance solutions for over 400 public schools, over 300 city and county government entities, as well as hundreds of state and federal government units.

Our sales force has been trained and is very familiar with the current TCPN program. We have managed an active contract for Time and Attendance with TCPN since 2006. We acknowledge the availability of TCPN personnel for additional training as required.

Data Management, Inc provides training that is tailored to each customer. Training can be provided on-site to each person, a train-the-trainer format or a combination of each. Web-based training is also offered.

As the manufacturer, stock items are available as needed within the guidelines set forth herein. All inventories are maintained at the corporate office in San Angelo TX. Shipping of the order can typically be performed by next business day following receipt of signed Purchase order or credit card. Special order items may take longer to ship.

With over 20 years experience in providing time and attendance solutions to companies with 2 to thousands of employees, TimeClock Plus is the absolute, easiest way to track employee time and attendance.

About TimeClock Plus

Data Management Inc/TimeClock Plus: DMI has been providing TimeClock Plus workforce labor solutions since 1988 and, with a continued growth in the public sector of time and attendance, has shown a unique ability to meet the special needs of government and school timekeeping. Established organizations all over the country are realizing the unnecessary costs associated with antiquated punch clocks and handwritten time sheets. Today's administrators require "real-time" data in order to make critical labor decisions, a function that can only be provided by a software based time and attendance solution. While utilizing the scalability and power of Microsoft SQL Server, all TimeClock Plus systems operate in "real-time" (i.e. no polling or push/pull hardware technology), which reduces the threat of lost data during power failures as with many stand-alone, polling devices. The terminals can be desk or wall mounted in an area easily accessible to all employees, allowing them to perform any necessary time clock transaction without having physical access to a computer. Employee restrictions such as schedule limits and overtime limits are enforced in real-time, and prevent the time-consuming exceptions typically realized at the end of the pay period with conventional polling, push/pull, and "store-and-forward" clocks. In addition to our TimeClock Plus software, and included within this proposal, are add-on modules designed specifically for growing government entities and schools.

TimeClock Plus Client-Hosted Software: TimeClock Plus perpetually-licensed software is hosted on the member's own infrastructure, giving them complete control over deployment, access restrictions, and configurations between software and hardware. These licenses include our Small Business, Professional, Web, and Hybrid Editions of TimeClock Plus. When our fully functional Web Edition is deployed in conjunction with the proven Professional Edition, the result is TimeClock Plus Hybrid Edition. The best of both worlds, Hybrid offers a combination of the speed and power of our client-server application as well as the flexibility and minimal footprint of a completely web-centric application.

TimeClock Plus OnDemand Software as a Service (SaaS): Managing employees through the internet is simple and easy with the OnDemand Software as a Service from TimeClock Plus. Utilizing the robust Web Edition, it will provide members with all the functionality of an enterprise product, without having to utilize the member's servers and infrastructure.

TimeClock Plus & FLSA: FLSA compliance has been a major concern for public institutions for many years. With TimeClock Plus in place, you can rest assured that members will have the tools available to ensure compliance in an audit. Included within this proposal and in addition to our TimeClock Plus software are modules designed specifically for growing financial institutions. TimeClock Plus allows for multiple user-defined pay cycles, pay rules, overtime rules, and accrual policies. An edit log showing date, time, location and username of authorized administrator offers detailed tracking of changes made to any employee time record. Rounding and grace period rules can be configured, enabling administrators to restrict when employees are able to perform clocking functions. Those employees who attempt to clock in or out too early or too late can be required to report to their supervisor prior to clocking. This will enable administrators to accurately track employee hours worked in each assigned job code while effectively managing overtime and employee performance issues.

TimeClock Plus & Payroll: TimeClock Plus takes the next logical step in automating the process of doing payroll by allowing management to transfer hours from TimeClock Plus to third-party financial systems, saving valuable time in the once tedious job of processing payroll. With TimeClock Plus, there will no longer be the need to manually key payroll information into your payroll package.

TimeClock Plus Reporting Functionality: With more than 40+ user configurable reports, TimeClock Plus makes time and attendance information readily available. By deploying TimeClock Plus across a local or wide area network, administrators can monitor and control many aspects of employee time and attendance while reducing the costs of overtime, administrative labor, and clerical mistakes. A comprehensive selection of reports is easily available on-screen or in hardcopy. Reports may be compiled according to pre-set time periods, inputting specific date ranges, and criteria filters. TimeClock Plus generates accurate pay period reports, regardless if you pay weekly, bi-weekly, or semi-monthly.

Leave Approval Process: Another feature that TimeClock Plus will provide to members is a full-featured time-off management system. This is designed to eliminate the traditional paper trails associated with leave requests and reporting, minimizing processing time by automating how employees request time off and supervisors approve it. Through the TimeClock Plus leave management system, employees will be able to request time off at one of our clocking terminals, a computer, or via the web. Requests automatically generate an email notification to the appropriate supervisor that a request has been made. The supervisor will have timely information at their fingertips to make an approval decision including a calendar of other approved and pending time off requests from other employees, the requesting employee's schedule, and current accrual balances. When a request is approved or denied, a message will automatically be sent to the employee to update them on the status of the request through TimeClock Plus messaging to the clocking terminal and/or via email. The approved request will also be automatically scheduled and, at the appropriate time, a time off request may also be automatically posted to the employee's time sheet and subsequently exported to payroll at the end of that pay period.

Project Tracking: To allow employee to track their time against projects, tasks, sub-tasks, and funding codes, TimeClock Plus incorporates Job Costing to correspond with the member's needs. Whether employees clock from a terminal, PC, or via the web, specified employees will be able to allocate their time to specific projects. As they move from one project to another throughout their day, they can simply change cost codes on the fly. Without the arduous process of clocking out of one code and into another, TimeClock Plus will save your employees countless hours from manually tracking this information and give you the accuracy in these areas you have been searching for. Time may be allocated to the appropriate cost codes after the fact by the employee or management, depending on your configuration. This allocation of time is easily accessible in multiple types of Job Costing reports within the TimeClock Plus.

Automation with TimeClock Plus: The Automation Utility makes monitoring employee hours a snap by automatically emailing reports on a scheduled basis, including information like approaching overtime, missed punches, and unapproved hours. This utility can even save you critical time by automatically exporting the payroll file into a folder where it can be imported into payroll in a timely manner. These automated reports and exports can be saved to a folder on your computer or network, sent via e-mail, or both. Reports can be saved in a variety of file formats including PDF, HTML, and XML (for applications such as Microsoft Excel).

To ensure the elimination of duplicate entry, AutoImport will monitor a folder to automatically import relevant information into TimeClock Plus. There is a variety of information that can be imported using AutoImport such as job codes, cost codes (for projects and tasks), new and edited employee information, schedules, punches, hours, employee accruals, and employee contracts. Our team of payroll module experts has spent a considerable amount of time ensuring that hour processing to payroll is a complete success. With the flexibility in exporting from TimeClock Plus, and the ease of importing into payroll, TimeClock Plus provides accurate payroll processing for your payroll department.

TimeClock Plus functionality utilizing features such as AutoImport, the Automation Utility, and exporting tools will create a data flow between TimeClock Plus and payroll that will ensure data integrity, time savings, and peace of mind.

Depending on configuration, TimeClock Manager allows administrators to:

- Change/update clock restrictions on the fly
- Override clock restrictions by employee
- View who's clocked in, on break, and on leave in real-time
- View tardies and absences in real-time
- Issue individual or global messages to employees
- Review and approve automated time-off requests and approvals
- Automate imports, exports, and reports
- View and print reports
- Edit employee time records and correct missed punches
- Add and edit employee information

TimeClock Plus 200 Series RDT Ethernet Clocking Terminals: The TimeClock Plus RDT is a highly intelligent addition to our industry-leading concept of real-time labor tracking. With Fallback Mode and network monitoring network downtime causing the disruption of employee time and attendance tracking is no longer a concern. The 200 Series RDT boasts the ability to function in both online and offline modes, so in the event that normal real-time communication between the clock and its host is lost, Fallback Mode allows the clock to temporarily store punches re-establish real-time communication when the network is back up. At that point, all punches collected will be immediately delivered to the TimeClock Plus database, and those records will be flagged as offline punches for tracking purposes. The 200 Series Terminal has storage capacity for more than 500,000 punches and is PoE-capable if desired by members.

Employee self-service features allowed from the RDT clocking terminals include:

- Clock in and out of each shift
- Go on break during a shift
- Choose/change departments and tasks during a shift
- View schedule for this and next period
- Receive messages from management
- Request time off and schedule changes
- View hours for any pay period



Types of RDT clocking terminals available:

- Employee PIN entry
- Biometric fingerprint
- Barcode badge swipe
- Magnetic badge swipe
- Proximity badge swipe

Additionally, the BioRDT clocking terminals are built to last and TimeClock Plus backs them up with a full one year parts and labor warranty. Our capacitive biometric fingerprint readers allow employees to securely clock in while ensuring the elimination of buddy-punching, or the ability for one employee to clock in for another. The member's employees will approach the clock and press the clock in button; the terminal's screen will prompt them to place his or her finger on the reader...it's that easy.

Again, all the employee punches are immediately written to the MS-SQL database. There is no need for the member to ever poll, push, or download information to or from the clocking terminals.

TimeClock Plus GT-400 Ethernet Hand Scanners: TimeClock Plus' GTs are available in both 100 Series and 200 Series models. Both provide an interactive real-time biometric terminal for employees to use when performing clock operations, thereby allowing management to view or report employee timeclock transactions up-to-the-second. The 200 Series models include a "fallback" feature to seamlessly continue punch collection in case of a network outage and automatically deliver those punches when communication has been restored.



The GT is a single unit time keeping solution that does not require the use of an RDT, suitable for a wide range of office, medical, and industrial environments. GT hand scanners have the functionality and intelligence of TimeClock Plus remote data terminals. Some of the new features include the expanded anti-microbial infused platen, custom keypad and function keys, an improved 3.8 inch QVGA display for clearly defined employee prompts/messages, and a sealed optical reader path for the toughest/dirtiest timeclock environments. All GTs are Ethernet compatible for a seamless integration into your existing network. Wireless connectivity is also available.

Since 1994, Data Management has deployed hand biometry with its products. Used in conjunction with integrated TimeClock Plus software, this proven technology is ideal for those harsher environments where fingerprint technology may not be best suited. Our GT and Hand Punch models offer confirmation of the identity of each employee performing clock transactions. Employees merely "enroll" when originally added as an employee in TimeClock Plus. A geometric, three dimensional image is taken of the hand, and a value is derived and stored from that image.

These enrollment values are stored for each employee centrally in the TimeClock Plus database, eliminating the need for employees to be enrolled at multiple locations. Following enrollment, each subsequent use of TimeClock Plus will require that the image taken during each transaction matches the original stored image in order to complete the transaction.

Mobile Time and Attendance Solutions: Used in conjunction with Hybrid Edition and OnDemand Software as a Service, TimeClock Plus Mobile Apps are ideally suited for service and information technicians, police, fire, and EMS personnel, maintenance staff, delivery personnel and other employees who are on the move and need their time tracked at remote locations.

TimeClock Plus Mobile Apps are designed to provide employees handheld time and attendance software for use from anywhere within the bounds of their cell provider's supported data plan*. This solution gives a mobile connection to your TimeClock Plus system allowing employees to use their Android, Blackberry OS, or iOS device to perform clock operations whenever and wherever they need.

Freely distributed through each platform's marketplace – the Android Market™, BlackBerry App World™ and the Apple App Store™, TimeClock Plus Mobile Apps eliminate manual timesheets, insuring accuracy and higher employee productivity. Employees can clock in or out using their mobile device to record punch transactions directly to the live TimeClock Plus database using nothing more than their smartphone. The use of GPS-enabled devices will also allow administrators to view employee clock operations on an easy-to-view map within the TimeClock Manager software.

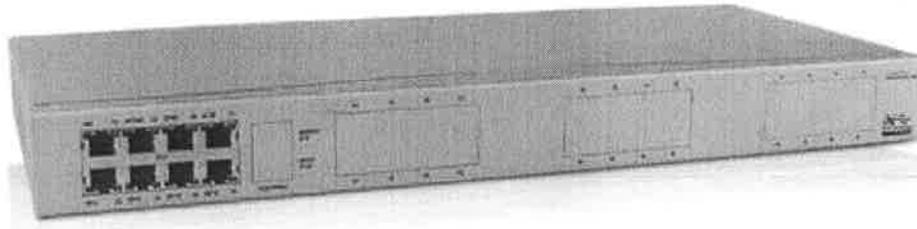
TimeClock Plus Mobile Apps Feature:

- Clock In
- Clock Out
- Go on Break
- Change Job Code
- Change Cost Code
- Tracked Field Entry
- Record Missed Punches
- View Messages from Supervisors
- View Hours and Schedules
- Approve Hours
- GPS Snapshots



Telephone Based Time & Attendance: A telephone call-in based time and attendance solution, TelClock provides employers with the ability to have employees clock in and out and perform other clock transactions from any supported telephone. Whether using the office desk phone or a cell phone, TelClock affords employee flexibility to clock in and out without a centralized clock while empowering management with real-time labor reporting.

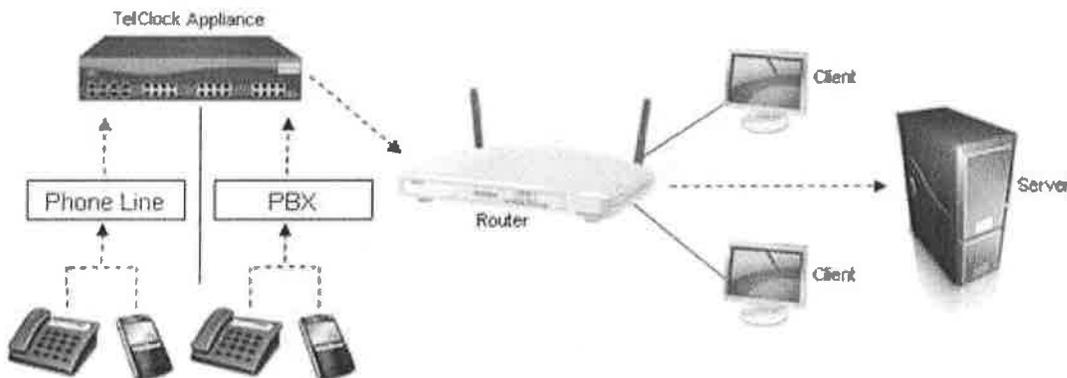
Used in conjunction with TimeClock Plus 6.0 Professional, Web Edition 3.0, TimeClock Plus Hybrid™, or TimeClock Plus OnDemand, TimeClock Plus TelClock and Mobile Apps are ideally suited for home service and installation technicians, home health providers, housekeeping and maintenance staff, delivery personnel and other employees who are on the move and need to track their time from remote locations.



The TelClock Appliance is typically installed in the telephone equipment room.

Once the TimeClock Plus TelClock appliance is installed, employees dial a designated phone number or extension and follow simple prompts to clock in, review hours and more. The employees' punches are recorded directly to the database from wherever they are, in real-time giving management or supervisor's valuable up-to-the-second information as to the status of a remote workforce.

TelClock is designed for simplicity to allow our customers to install and deploy with minimal expertise. On premise installation is simple with available extension(s) or phone lines. However, TimeClock Plus' still offers Virtual On-Site Support (remote assistance) or, when desired, On-Site Training by one of our experts.



TelClock Appliance is capable of accepting calls from an incoming phone line or existing PBX system (analog only) and communicating with the TelClock server across a network.

TimeClock Plus Support & Development Overview

Requests for services and training may be made to DMI by phone, live chat, e-mail, and fax. The customer shall provide reasonable amounts of information and assistance on support issues for verification and resolution of the support request. DMI support technicians will aid in the resolution of support requests in a timely and professional manner. DMI will assist with issues related only to DMI products.

Upon notification of an incident, an incident number will be issued, and the incident number will remain effective and open until satisfactory resolution of the incident, or three days without client communication, after which the incident number will be closed.

Incidents may be escalated to senior technicians and/or to the Special Projects group, the highest level of escalation for support. Members of the Special Projects group have access to network and programming expert resources, and Special Project tasks are monitored by DMI executive management and department heads. DMI will use reasonable commercial efforts to provide the services under this agreement in a professional manner, but DMI cannot warrant that every question or problem raised by the customer will be resolved.

All customer support technicians go through a rigorous six-week training program in order to provide the best user experience for our customers. Technicians continue on-the-job training throughout their tenure with DMI. Senior technical support staff and specialists typically have two to six years of experience with TimeClock Plus.

Support services and training are provided from our customer support center located at our corporate office in San Angelo, Texas. Support hours of operations are Monday through Friday, 9:00a to 5:00p Central, excluding holidays. Requests for services may be made to DMI by phone, live chat, e-mail, and fax. The customer shall provide reasonable amounts of information and assistance on support issues for verification and resolution of the support request. DMI support technicians will aid in the resolution of support requests in a timely and professional manner. DMI will assist with issues related only to DMI products.

Virtual On-Site Support is a secure web-based remote support option that enables our support professionals to resolve technical issues online through a GoToAssist portal.

Requests for software enhancements are submitted to our development team by our sales and support staff as well as by our customers through our website at TimeClockPlus.com. The development team determines the feasibility of adding the enhancement to the existing software (provided to all customers at no additional cost), writing a custom add-on module (fee-based depending on complexity and number of clients requesting), or adding a feature to the next full release of the software. For example, an advanced time-off request was recently added to our Professional, Web, and Hybrid Edition software at the request of our customers. Members of our sales and support teams consolidated the requests and created a suggested process that was submitted to the development team; after completion and testing, the new feature was added to the software and made available to all existing customers at no cost through our AutoUpdate Utility.

Project Management

The following Generic Implementation Methodology the timeline is scheduled for five days of on-site implementation in a train-the-trainer format. Depending upon member's preferences and training requirements, this timeline is a guide and may increase or decrease after a detailed needs assessment and evaluation has been performed by our implementation team. Travel days and on-site training for this type of format have been quoted.

Assumptions: All electrical and network connections have already been established for hardware units. Local Network Administrator is available to allow and grant access software as it is installed. Travel arrangements and Implementation documents have been completed and signed.

Pre-Implementation Preparation

Upon bid award or purchase order, equipment order placement and shipment: (Please allow two weeks for delivery)

Day 1 Prior to On-site Implementation:

- Pre-deployment needs assessment meeting by phone.
- Define training plan and schedule
- Complete Pre-Implementation Questionnaire

Example On-site Implementation Schedule

Day 1 – Install and configure software on the server. Hang clocks and verify connectivity and functionality. Begin installing clients or pushing client installations (not required for web modules).

Day 2 – Basic training of clocking terminal functions following a train-the-trainer format.

Day 3 – Basic employee training on clocking terminal, PC, and web-based operations.

Day 4 – Payroll administration training: Verify setup of pay codes and/or job codes and test payroll procedures.

Day 5 – Intermediate training on the supervisor and management functions of the system. Basic upkeep, reporting, exports, and pay period export procedures. Schedule web-based follow-up training for users. Sign off on Services Completed Document.

Virtual On-Site Support (VOSS) and web-based training – not to be performed on-site. Web-based training and VOSS installation and training is provided remotely from our home office. This purpose of this training is to assist in the initial setup of the software, to fill in knowledge gaps, and to provide additional training to users once they have become acclimated to the new TimeClock Plus system. Customer support is also available to answer questions that users and employees will have once the system is live and operational.

***An initial implementation kickoff meeting will take place prior to any installation and training services. During this meeting we will exchange contact information, assign project managers, and develop a project plan based on the required milestones and needs of members. Weekly status meetings can take place with the project stakeholders to ensure an efficient and thorough implementation.**

TimeClock Plus General Implementation Guideline

Phase I: Pre-Install

- Database and Application Server Preparation
 - Allocate server for TimeClock Plus installation
 - Allocate SQL server for database
 - Allocate IIS server for Web Edition installation
 - Verify/Install system requirements for servers
- Client Installation Preparation
 - Identify workstations for TimeClock Plus Manager client installs
 - Identify workstations for TimeClock Plus OSTC client installs
 - Identify employees that will need WebManager link
 - Identify employees that will need WebClock link
 - Verify install system requirements
- Hardware Installation Preparation
 - Identify hardware locations
 - Verify network drop and power source availability
- Software Configuration Preparation
 - Obtain organizational business rules
 - Obtain Employee data file
 - Obtain Job Code data file
 - Configuration of Employee and Job Code data files for import

Phase II: Install

- Database and Applications
 - TimeClock Plus installed on application server
 - TimeClock Plus database created in SQL
 - Web Edition installed on IIS server
 - Modules downloaded and installed
- Clients
 - Install appropriate TimeClock Plus software on clients
 - Test connections between clients and database on server
- Hardware
 - Mount Remote Data Terminal devices and Train personnel
 - Configure all IP addresses and connections
 - Configure WinRemote
 - Test connections between WinRemote and devices

Phase III: Configuration

- Job Code configuration
- Employee configuration
- Job Code assignments
- TimeClock Plus defaults
 - Break types/settings
 - Employee entry settings
 - Edit hour settings
 - OSTC/WebClock/RDT allowances
 - ID search order
 - Missed punch settings
- Business rules
 - Approval settings
 - Rounding settings
 - Scheduler settings
 - Miscellaneous settings

- User List
- Employee Defaults
- Templates
- Accrual Rules
- Custom fields
- TimeClock Scheduler
- Module configuration (Contract Hours, Shift Differential, etc.)

Phase IV: Training

Manager Workflow:

- OSTC/WebClock/RDT
 - Clock operations
 - Change job code/cost code
 - Go on break
 - View options
 - Time-off request
 - Missed punch process
 - Biometric confirmation
- Edit Hours
- Quick Add Hours
- Approval Manager
- Missed Punches
- Reports
- Who's Here?
- Who's Absent?
- Attendance Monitor
- Call List
- Request Manager

Payroll Workflow:

- Approval Manager
- Missed Punches
- Reports
- Close Week
- Payroll module configuration
- Payroll export

IT/Technical Workflow:

- Database backup/disaster recovery procedures
- Re-index Data Files
- WinRemote configuration
- RDT Setup
- Tracing tool
- Unresolved Punches
- Mail server settings
- Password policy settings
- Miscellaneous services (Automation Utility, Shift Monitor, etc.)

Phase V: Go Live

- Use TimeClock Plus Parallel with Previous System
 - Employees begin performing clock operations
 - Monitor and measure against previous system
 - Run test export/import processes for payroll
- Identify and perform additional training if needed
- Run successful live export/import process for payroll

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR NEW JERSEY VENDORS ONLY:

- DOC #6 Pay to Play Notice and Political Contribution Form
- DOC #7 List of All Agencies Required for Political Contribution Disclosure Form
- DOC #8 Stockholder Disclosure Certification
- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Data Management, Inc.

Title of Authorized Representative: Ernie R. Nabors

Mailing Address: 1 Time Clock Dr., San Angelo, TX 76904

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Data Management, Inc.

Title of Authorized Representative: Ernie R. Nabors

Mailing Address: 1 Time Clock Dr., San Angelo, TX 76904

Signature: _____

DOC #3

LOBBYING CERTIFICATION

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 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

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 proposal, 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 proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

Vendor Data Management, Inc.

Offeror _____
Signature
Ernie R. Nabors
Printed Name

Address 1 Time Clock Dr.

Vice President of Operations
Position with Company

San Angelo, TX 76904

Authorizing Official

Signature

Phone (325) 223-9500

Ernie R. Nabors
Printed Name

Fax (325) 223-9104

Vice President of Operations
Position with Company

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title