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STATE OF NEVADA

Purchasing Division

Part IA – Technical Proposal

Request for Proposal: 3516

Workforce Scheduling Solution

Submitted: February 7, 2018

TimeClock Plus™
a better sense of time
Data Management, Inc.
1 Time Clock Drive
San Angelo, TX 76904

February 7, 2018

Annette Morfin, Purchasing Officer
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, Nevada 89701
RE: Request for Proposal 3516, Workforce Scheduling Solution

Ms. Morfin,

We are excited to have the opportunity to present our proposal to the State of Nevada Department of Corrections (NDOC) and thank you for considering TimeClock Plus in your search for a workforce scheduling solution. Our response represents our sincere interest in being considered for the project, as well as a profile of our organization and qualifications to provide the product and services requested.

With nearly 30 years of experience in providing integrated scheduling solutions, TimeClock Plus has helped over 60,000 customers solve their most challenging workforce management issues. Further, over 2,000 of these customers are local, state, and federal government agencies, such as the State of Maryland, all across the country. With such deep and direct experience relative to your requirements, we believe we are uniquely qualified to provide a solution to your organization. Additionally, with increasing labor regulations and compliance requirements, it is critical to deploy technology from a provider who is focused on exceeding the expectations of its customers and we believe our organization is not only capable, but fully committed, to delivering innovation and value to your organization for many years to come.

TimeClock Plus v7 provides immediate accountability of shift coverage, an intuitive drag and drop scheduling, flexible schedule views while connecting the dots in the NDOC's technology landscape. TimeClock Plus allows for detailed employee self-service functionality from a powerful web-centric browser environment, providing the NDOC with the flexibility of deploying the user interface where desired without local client installs. By leveraging our integration with SAP, TimeClock Plus has developed a robust, bi-directional interface, which is purpose built for SAP BI. TimeClock Plus v7™ eliminates the need for redundant data entry between applications in the NDOC's technology landscape such as SAP BI and NEATS, by leveraging API driven Web Services integration or flat file data exchanges.

Finally, the successful deployment of a time and labor management solution relies greatly on the effectiveness of the implementation process. Our Go Live Services are built on proven best practices designed to ensure a smooth and effective transition to TimeClock Plus. We will be with you every step of the way, offering support and guidance to get you off on the right foot.

Should you have any questions about our response or require further information, do not hesitate to contact me directly. We look forward to hearing from you again soon.

Sincerely,

Michael Bowman

Michael D. Bowman
Director of Enterprise Sales I Public Sector
800-749-8463 ext. 7614
mike@timeclockplus.com

I. TITLE PAGE

Title Page

Part IA – Technical Proposal	
RFP Title:	Workforce Scheduling Solution
RFP:	3516
Vendor Name:	Data Management, Inc. (dba TimeClock Plus)
Vendor Address:	1 Time Clock Drive San Angelo, Texas 76904
Opening Date:	February 7, 2018
Opening Time:	2:00 pm

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III. VENDOR INFORMATION SHEET

VENDOR INFORMATION SHEET FOR RFP 3516

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;
B) Type or print responses; and
C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	Data Management, Inc. (dba TimeClock Plus)

V2	Street Address	1 Time Clock Drive

V3	City, State, ZIP	San Angelo, Texas 76904

V4	Telephone Number		
	Area Code: 325	Number: 223-9500	Extension:

V5	Facsimile Number		
	Area Code: 325	Number: 223-9104	Extension:

V6	Toll Free Number		
	Area Code: 800	Number: 749-8463	Extension: 7614

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: Michael D. Bowman
	Title: Director of Enterprise Sales
	Address: 1 Time Clock Drive, San Angelo, Texas 76904
	Email Address: mike@timeclockplus.com

V8	Telephone Number for Contact Person		
	Area Code: 800	Number: 749-8463	Extension: 7614

V9	Facsimile Number for Contact Person		
	Area Code: 325	Number: 223-9104	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: Ernie R. Nabors	Title: Chief Operating Officer

V11	Signature

TimeClock Plus®
a better sense of time.

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 1 to Request for Proposal 3516
RFP TITLE:	Workforce Scheduling Solution
DATE OF AMENDMENT:	January 24, 2018
DATE OF RFP RELEASE:	December 28, 2017
OPENING DATE:	February 7, 2018
OPENING TIME:	2:00 PM
CONTACT:	Annette Morfin, Procurement Staff Member

The following shall be a part of RFP ***3516.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

---

1. Whether companies from Outside USA can apply for this?
(like, from India or Canada)

International vendors may submit proposals, however, the selected vendor is required to obtain a State of Nevada Business License prior to conducting business. Please refer to Section 5.1.3 and 5.1.4 of the RFP.

2. Whether we need to come over there for meetings?

Refer to Answer to Question 3.

3. Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada)

There are components of the RFP project that may be performed remotely by the vendor, however, the awarded vendor or subcontractor is expected to provide on-site assistance to NDOC staff throughout the project. With respect to the RFP proposal evaluation and award process, Section 11 states vendors may be required to make a presentation of their proposal to the evaluation committee or other State staff, in-person presentations are preferred, however, videoconferencing may be coordinated.

4. Can we submit the proposals via email?

No, per Section 10.7.5, Email or facsimile proposals shall not be considered. Refer to Section 10 of the RFP for submission requirements, format and content.

5. Per section 3.3.2 of the RFP, is an 'offline first' application a mandatory requirement or would the State consider a stateless rich Internet application (RIA) which would run over the internal WAN (not cloud). The application would persist, inform users if the network is unavailable and automatically reconnect when network connectivity is re-established.

   Yes, the State would consider an RIA.

6. The details of the RFP indicate the need for an on prem solution. Will the state consider a cloud based or SaaS option?

   No.

7. **Replace Attachment D – Insurance Schedule in the RFP with this Insurance Schedule.**

Attachment D - Insurance Schedule.dc

8. Can you please share the current technology landscape of the Nevada DOC as well as the parts of that landscape that are anticipated to interact with the new workforce schedule management solution?

   Refer to Sections 2.3, 3.2 and 3.3 of the RFP.

9. Can the State elaborate on their desired footprint of the workforce schedule management solution in relation to the calculation of Punch Ins/Outs, scheduling, leave management?

   Currently the state has no Punch In/Out mechanism and as such there is no immediate need to capture this data. The leave management process does not and will not be expected to reside in its entirety in the workforce scheduling system. Management of leave is currently a manual process in which applications for leave are created on Dept. of Corrections paper form DOC1000. The workforce scheduling system will be expected to aid in the decision making process based on department rules, visual representation of leave usage and scheduled work outside of the institution like medical transport, training, court appearances etc.

10. Does the State DOC have a preferred method of capturing employees clocking in/out?

    No, however vendors are encouraged to highlight their system's capability in this area for possible future expansion.

11. Does the State DOC have a card utilized today for access control, id purposes, etc. that it wishes to leverage for time collection purposes by employees?

    No, however, vendors are encouraged to highlight their system's capability in this area for possible future expansion.

12. Is the preferred method for software hosting in the cloud as a SaaS versus maintaining software locally on State servers?

The preferred method is hosting locally on State servers on premises of each of the seven (7) current Correctional Centers.

13. What is the State's system of record for leave balances?

NEATS

14. What is the State's current system of record for employee time?

NEATS

15. Are FMLA requests and tracking within the scope of the RFP requirements?

No, however, vendors are encouraged to highlight their system's capability in this area for possible future expansion.

16. What is the State's current payroll system of record and will it be required for the prospective workforce management/scheduling system to integrate with it?

No, integration to payroll is not in the scope nor required.

17. How does the State's payroll system fit in with this workforce management footprint?

It does not.

18. What is the DOC's current method of reporting employees hours worked? Will this be replaced by this new proposed system? Or how does it fit into the landscape of this new system?

NEATS. No, it will not be replaced. The current RFP's scope is to replace NDOC's staff scheduling system.

19. How is leave time reported today and will that be replaced by this new system?

Refer to Answer to Question 18.

20. Is time and attendance tracking in scope of this RFP or will that information be fed from another system in the State's technology landscape?

No it is not, however, vendors are encouraged to highlight their system's capability in this area for possible future expansion.

21. Is a bond required for this project?

No bond is required. Refer to Question 7 for the correct Attachment D – Insurance Schedule.

22. 3.6 Requirements Matrix, High-Level Requirements, Scheduling, Auto Scheduling: Please clarify the expectation of 'auto-scheduling'.

The application needs to be capable of reading the Annual and Monthly shift bid data and place officers in the appropriate posts accordingly.

23. 3.6 Requirements Matrix, High-Level Requirements, Scheduling, Flexible Task Scheduling: Please clarify the expectation of 'task scheduling'.

Task scheduling is the ability to perform real-time assignments of staff to meet the needs arising out of both planned and unplanned circumstances.

24. 3.6 Requirements Matrix, High-Level Requirements, Attendance Tracking and Labor Cost Controls, Punch In/Out: Are physical time clocks required? If yes, how many are required? If yes, are there any special requirements?

No they are not needed.

25. Attachment Q – Application Design/Attributes, No. 8, Specify what hospital the staff is at and the system should prompt for a back number to be put in and if this is overtime. This way the system could charge the proper amount of hospital coverage in the reports portion of the overtime coding: Please explain what is meant by 'back number' as it relates to this requirement. Is the back number considered to be a system generated number? Is it associated with an overtime code?

Back number is the inmate ID number and is not generated by the workforce scheduling system. It is possible that the hospital transport can be tied back to more than one inmate so entering the back number would help track activity and costs as needed.

26. Attachment Q – Define the Post, No. 15, Drag and drop feature to include off reservation assignments: Define what is meant by 'Off-Reservation' Assignments.

Off-Reservation Assignments refers to any assignment outside of the facility.

27. Attachment Q – Employee Reviews, No. 19, Use of force reviews not completed (Date, and when cleared): This is a duplicate of requirement #18. Is this an oversight or is it intended to be about skills and/or training?

Entry 19 was an expansion of 18, the original entry #18 was removed. Refer to updated Appendix Q below.

Updated Attachment
Q - Requirements Mat

28. Attachment Q – Financial Reporting, No. 20, Allow facility administrators to track actual staffing expenses verses budgeted staffing expenses in real time: Define what is considered as 'budgeted' staffing expenses versus an 'actual' expenses.

The Department's relief factor does not account for certain types of absences such as annual training, admin leave, civil leave, etc. and these are backfilled via overtime. So, budgeted cost is lower than actual after these absences are covered.

29. Attachment Q – Leave Analytics, No. 25, Import past leave history from NSIS: How many years of history is to be imported?

Maximum of five (5) years.

30. Attachment Q – Leave Analytics, No. 30, When entering S/L, a warning of prior denied A/L: Please clarify the meaning of S/l and A/L.

S/L – Sick Leave, A/L – Annual Leave

31. Attachment Q – Leave Analytics, No. 34, Electronic DOC 1000's for sick/annual/FMLA: Is 'Electronic DOC 1000's' considered electronic signatures?

No, a DOC1000 is the official leave request form which is signed by both requester and authorizer.

32. Attachment Q – Leave Analytics, No. 38, Admin leave: Investigations, Prior to termination, Out for training: Benefit column states this is the same as #107, but the requirements matrix stops at #96. Are there additional requirements that have been omitted?

No, requirements were not omitted. Refer to Question 27 for updated Appendix Q.

33. Attachment Q – Leave Analytics, No. 39, AWOL/LWOP have to be separated, NSIS lumps these two together and it a pain to figure out in NSIS: Benefit column states this is the same as #107, but the requirements matrix stops at #96. Same question as above – are there additional requirements that have been omitted?

No, requirements were not omitted. Refer to Question 27 for updated Appendix Q.

34. Attachment Q – Overtime Analytics, No. 41, When entering overtime, a warning of prohibited by AR 325: Define what this warning is supposed to state.

The creation of a roster is expected to be rules-based for e.g. roster building must meet minimum staffing requirements, certain posts MUST be filled at specific times, and the application will ideally inform the supervisor when this requirement has not been met.

35. Attachment Q – Overtime Analytics, No. 45, Allow for facility Administrators to track overtime per position on each shift: By 'per position' do you mean tracking overtime by the person's work assignment?

Yes

36. Attachment Q – Overtime Analytics, No. 51, Have the system automatically track and facilitate mandatory overtime lists. – rules based: Describe typical mandatory overtime rules.

The mandatory overtime list ranks officers in order of reverse seniority. When minimum staffing is not achieved, and voluntary overtime does not cover the shortfall, supervisors staff positions from the mandatory overtime list.

37. Attachment Q – Overtime Analytics, No. 54, Show when evaluations are due, completed by supervisor, served to officer?: Benefit column states this is the same as # 99, but the requirements matrix stops at #96. Are there additional requirements?

    No, requirements were not omitted. Refer to Question 27 for updated Appendix Q.

38. Attachment Q – Overtime Analytics – No. 55, Work Performance Standards signed date." Benefit column states this is the same as # 99, but the requirements matrix stops at #96. Are their additional requirements? Is the 'Work Performance Standards' part of the agency's SOP's, or it is something else? Please clarify. Also, is this requirement to show that the employee has acknowledged it with signed signature date?

    No, requirements were not omitted. Refer to Question 27 for updated Appendix Q. Work Performance Standards are agency job descriptions. Yes, the requirement was to reflect staff member's acceptance with a signature.

39. Attachment Q – Reporting, No. 60, Equipment inventory capabilities.: Please describe the type of equipment to be reported upon. Is an interface with a equipment procurement system required? Who is responsible for controlling the inventory assignments to officers?

    Typical issue list: set of handcuffs, handcuff case, one (1) key keeper, four (4) belt keepers, one (1) ASP & holder, radio holder, flashlight & holder, 1 can of chemical agent & its holder.

40. Attachment Q – Reporting, No. 63, IR and OIC reports not completed (Similar to Use of Force report not completed – submitted by FMWCC): Clarify what an IR Report is used for and the type of information that it includes. Are OIC Reports for insurance? If not, please clarify.

    IR – Incident Report, OIC – Offense in Custody report. The report captures details of the incident used internal processes. OIC reports are not used for insurance, but for inmate disciplinary hearings.

41. Attachment Q – Shift Attributes/Definitions, No. 68, Mandate list by shift which takes into account prior double shifts, A/L, S/L, and prior mandates to stay within the guidelines of AR 326.: Is a mandate list for overtime? If not, please clarify.

    Yes it is used strictly when overtime is needed to fill open positions.

42. Attachment Q – Shift Attributes/Definitions, No. 69, Training file, range scores, certifications (Managed by training): Is this requirement intended to track employee training courses and their results?

    No, it is not intended to track and manage officer training. NDOC is currently implementing a separate solution to serve that need. This requirement is strictly intended to facilitate post staffing requirements.

43. Attachment Q – Shift Attributes/Definitions, No. 70, Advanced scheduling of training, physicals, A/L, S/L, FMLA, etc.: Clarify what is meant by 'advanced' scheduling.

Advanced scheduling is the ability to plan shifts in the future taking into account planned absences, like annual, training, etc.

44. Attachment Q – Shift Attributes/Definitions, No. 71, When entering overtime, in excess of two consecutive double shifts.: Is this requirement stating that OT cannot be entered in excess of 2 consecutive double shifts? And if not, please clarify.

Yes, in general more than two (2) back-to-back double shifts are not permitted. Should this condition occur, the applications need to respond with an over-writable warning and not a hard error.

45. Attachment Q – Shift Building, No. 75, Mandate Lists: Same as #68 – what is a mandate list and what is it used for?

Refer to Answer to Question 36.

46. Attachment Q – Shift Building, No. 76, Roster must contain the same information current roster has: Post, Time in Position, Name, Off-post positions: Is an 'off-post' position considered a transport assignment? And if not, please clarify. Please clarify the difference between 'roster' and 'current roster' as it relates to this requirement.

Off-post is defined in the Answer to Question 26.

'Roster' refers to the new scheduling application and must contain at a minimum the same fields of information currently found in NSIS, listed below :-

Name of post, pull/shut-down position, name of officer, hrs. post is open, hrs. that the officer has been in the post, staff not working at assigned post but who are available, staff off post and their location (training, hospital, court etc.), staff working overtime, No. of overtime hrs. worked by officer, posts staffed using overtime, list of officers who called in and underlying reason for call-in (sick, family etc.).

47. Attachment Q – Shift Building, No. 77, Unknown items – Mandate lists, overtime disqualifications, furnish proof tracking.: Are these 'unknown items' considered something that is automated by business rules? If so, please explain. If not, please clarify. What does 'furnish proof tracking' mean?

The expectation that the system is able to keep track of these statuses/flags related to an officer, for example, the officer in question must 'furnish proof' that he/she has been to a physician for the sick leave used, or that he/she is not allowed to be assigned overtime etc.

48. Attachment Q – Staff Attributes, No. 87, Staff Information (Name, address, phone, pictures, emergency contact, 1043/1048 information: What type of information is on a 1043/1048 form?

Currently staff 'attributes' information is stored in several different areas. This information should ideally be housed in a single location in the scheduling application, keeping track of time in current post, requalification dates, certifications, driver's license information, equipment issue information, emergency contact information etc.

49. With regards to 10.2.2.5 and 10.2.2.6, what specifically are the applicable questions in the RFP? Which requirements fit in each section?

10.2.2.5 is Section 3 – System Requirements in the RFP. 10.2.2.6 is Section 4 – Scope of Work in the RFP.

50. Does the company information need to be repeated in Sections III and VII in the Technical Proposal document?

Yes

51. In the sections that say "Vendors must place their written response(s) in bold/italics immediately following the applicable RFP question, statement and/or section," should additional information be included in that section or should the response contain only direct responses to the questions?

Vendor's responses must clearly answer the questions, additional information provided should be relevant to the questions in each section.

52. In section 5.3, with regards to the requirements –

"5.3.2 Business references shall show a proven ability of:

5.3.2.1 Developing, designing, implementing and/or transferring a large scale application with public and/or private sectors;

5.3.2.2 Developing and executing a comprehensive application test plan;

5.3.2.3 Developing and implementing a comprehensive training plan;

5.3.2.4 Experience with comprehensive project management;

5.3.2.5 Experience with cultural change management;

5.3.2.6 Experience with managing subcontractors; and

5.3.2.7 Development and execution of a comprehensive project management plan."

Should the vendor provide a narrative that shows the above, or should the fulfillment of the requirement be left to the references provided through Attachment H?

The vendor supplied references need to establish/validate that the vendor has performed these tasks and demonstrated the required skills.

53. Could you please provide a detailed scenario that clarifies requirement 3.3.2, relating to synchronization after a period of internet/WAN downtime?

This really happened, drunk farmer in rural Nevada strikes a telephone pole with his tractor, three weeks later connectivity is re-established with the correctional camp.

Las Vegas, contractor performing work on I-15 digs up fiber connecting three (3) of the prisons on I-15 services restored in 24 hours.

Lightning strike in Pioche Nevada, local telco replaces one piece of damaged hardware which causes a cascade failure in T1 circuits, two weeks later all hardware replaced and all connectivity restored to correctional camp.

Lightning strike in Indian Springs Nevada, two (2) of the largest prisons in Nevada were down for over 48 hours for repairs to the damaged equipment.

Given the lost connection scenarios listed above, the application would ideally, during WAN down-time, allow for a local instance/version to be accessible and allow users to continue to transact. Once connection is re-established, the application would synchronize the offline entered data to the server.

54. In reference to the functionality described in the Requirements Matrix, please provide a detailed clarification of the functionality you expect from "Flexible Task Scheduling".

    Flexible Task Scheduling refers to the ability to perform real-time assignments of staff to meet the needs arising out of both planned and unplanned circumstances.

55. In the execution of flexible tasks within a shift, do you require the person to clock in/out?

    No

56. In reference to the functionality described in the Requirements Matrix, please clarify expectations of "Drag & Drop Scheduling?

    When looking at a graphical representation of the roster, the application should support reassignment of staff by allowing the shift supervisor to drag the officer's name from one post to another.

57. In reference to the functionality described in the Requirements Matrix, could you fully outline "Real-time Scheduling Conflicts Detection"?

    The creation of a roster is expected to be rules-based for e.g. roster building must meet minimum staffing requirements, certain posts MUST be filled at specific times, and the application will ideally inform the supervisor when this requirement has not been met. Additionally only a certain number of staff can be scheduled to be off-post (annual leave, training etc.) and the application must issue an alert, which the user can over-ride, in case of violation.

58. In relation to "Leave Bidding", could you clarify exactly what types of leave, e.g. next years vacation leave, personal leave, etc., are subject to a bidding process?

    The bid process incorporates officers bidding for the following year's annual leave, by seniority.

59. In relation to the above question, could you please describe a typical bidding scenario?

Officers are given 10 minutes to bid for their shift. They then meet with the designated supervisor and bid for their annual leave/next year's training. Upon completion the next most senior officer then follows suit. The process is carried out until the very last officer submits his/her bids.

Upon the formal bid process being closed, officers may submit additional leave requests to their supervisors. The application would ideally log and process these requests on a first come, first served basis.

60. Does the State prefer a SaaS Solution or On-Premise Solution for this application?

The preferred method is hosting locally on State servers on premises for each of the seven (7) current Correctional Centers.

61. Schedule groups – Are we including the Control Center or Medical Divisions?

Current scope limits this to uniformed officers and includes Central Control. Medical is not part of the current scope.

62. Number of licenses – the RFP mentions 2,900 officers. Does that account for just Correctional Officers or are others such as Admin, Maintenance, Case Workers, Medical Staff, or Control Office personal included in that number?

A point of clarification and correction, NDOC has approximately 1,900 uniformed correctional officers. The total staff for the Department is approximately 2,900.

The Workforce Scheduling application, under the TIR's currently approved scope, targets meeting the scheduling needs for the 1,900 uniformed officers. Subsequent phases may expand the footprint to cover scheduling needs of Medical, Administration, etc.

63. Interfaces - They call out exports via ETL for reporting purposes. Can you confirm what exports are needed?

Refer to the Updated Attachment R – Requirements Matrix - Report Register. This attachment replaces the original Attachment R. Ability to export data to SAP BI is essential.

Updated Attachment
R - Requirements Mat

ALL ELSE REMAINS THE SAME FOR RFP 3516.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Data Management, Inc. (dba TimeClock Plus)

Authorized Signature: [signature]

Title: **Ernie R. Nabors, Chief Operating Officer** Date: 2-5-2018

This document must be submitted in the "State Documents" section of vendors' technical proposal.

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 2 to Request for Proposal 3516
RFP TITLE:	Workforce Scheduling Solution
DATE OF AMENDMENT:	January 25, 2018
DATE OF RFP RELEASE:	December 28, 2017
OPENING DATE:	February 7, 2018
OPENING TIME:	2:00 PM
CONTACT:	Annette Morfin, Procurement Staff Member

The following shall be a part of RFP ***3516.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

Please see the revised answer to Question 6 in Amendment 1 below.

6. The details of the RFP indicate the need for an on prem solution. Will the state consider a cloud based or SaaS option?

   NDOC's preference is to NOT have a strictly cloud based/SaaS solution, due to the site survivable requirement. If the application can be deployed via SaaS and still meet the requirement of having either a 'fail to local instance', providing either read only access of content as of the last database sync or ideally, an off-line transactable instance, this would be acceptable to the agency. In the 2nd scenario, viz. 'off-line transactable' users would continue transacting in the off-line version of the application with a re-synchronization of this data occurring upon the connection being re-established. Also please refer to the Answer to Question 53 in Amendment 1.

ALL ELSE REMAINS THE SAME FOR RFP 3516.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Data Management, Inc. (dba TimeClock Plus)

Authorized Signature: [signature]

Title: **Ernie R. Nabors, Chief Operating Officer** Date: 2-5-2018

This document must be submitted in the "State Documents" section of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES	X	NO	
Justification for Confidential Status			
As a non-publicly-traded corporation, Data Management, Inc. requests that our financial reports found in Section VII, Company Background and References remain confidential			

Data Management, Inc. (dba TimeClock Plus)

Company Name

Signature

Ernie R. Nabors, Chief Operating Officer

Print Name

2-5-2018

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Data Management, Inc. (dba TimeClock Plus)

Vendor Company Name

Vendor Signature

Ernie R. Nabors, Chief Operating Officer

Print Name

2-5-2018

Date

This document shall be submitted in Section IV of vendor's technical proposal

TimeClock Plus OnDemand
Master SaaS Agreement

THIS AGREEMENT is entered into as of _____ ("Effective Date"), by and between **Data Management, Inc.**, a Texas corporation with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("DMI"), and

_____, a _____

with its principal office located at _____ ("Client").

WHEREAS, DMI and Client desire to enter into this Agreement for the provision of hosted services by DMI to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1 "Affiliate" means with respect to Client, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Client.

1.2 "DMI Technology" means the computer hardware, software and other tangible equipment and intangible computer code contained therein used by DMI in the provision of the TCP Services.

1.3 "TCP Services" means the hosted TimeClock Plus software application hosted by DMI in accordance with DMI's then-current hosting environment and including the ancillary services described in this Agreement.

1.4 "Client Equipment" means the computer hardware, software and other tangible equipment and intangible computer code employed by Client in its use of the TCP Services.

1.5 "Client Data" means Client's information or other data processed, stored or transmitted by, in or through the TCP Services.

1.6 "Designated Users" means the number of identifiable unique persons who are authorized by Client at any one time to use the TCP Services as set forth in the Order Form.

1.7 "Use Fees" means the fees set forth on the applicable Order Form or Invoice.

1.8 "Internet Data Center(s)" means any of the facilities used by DMI to provide the TCP Services.

1.9 "Maintenance And Support Services" means the services and related terms and conditions as provided in the Maintenance And Support Terms attached as Exhibit A.

1.10 "Order Form" means a written document mutually agreed upon and executed by the parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Term" means the meaning set forth in Section 14.

1.12 “Unsecured Client Data” means Client Data that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of at least 128 bit encryption technology.

1.13 "Employee" means Customer's individual employee or contractor for whom Customer has paid the required fee under this Agreement

1.14 "Active Employee" means a Customer Employee that has not been marked as either terminated or suspended within the TimeClock Plus OnDemand system.

1.15 "Monthly Employee Fee" means DMI's then current fee for each of Client’s Employees to access and use the Services, measured over the course of each calendar month, no matter the term of this Agreement.

2. Provision of Services. Subject to the other terms and conditions of this Agreement, DMI grants to Client and its Affiliates only for their Designated Users a nonexclusive right and subscription license and to access and use the TCP Services during the Term only for internal business purposes of processing, storing and maintaining Client Data. DMI shall provide the TCP Services during the Term in accordance with the terms and conditions of this Agreement.

3. Security. As part of the TCP Services, DMI shall implement reasonable security procedures consistent with industry best standards to protect Client Data from unauthorized access, including without limitation (i) 128-bit encryption of data at rest within DMI’s servers, movable computing devices, and data communications, (ii) firewalls, (iii) virus detection and anti-virus software, (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular users; and (v) additional security controls consistent with SOC 2 reporting standards (the “Security Standard”). In addition, DMI shall not host or archive Client Data outside the United States. Client agrees that DMI shall not, under any circumstances, be held responsible or liable for situations where the security, stability, or availability of the TCP Services is compromised by Client or a Designated User.

4. Breaches of Security. DMI shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of DMI to perform the forgoing obligations, the parties agree that DMI shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to either party at the time. DMI will promptly report to Client any unauthorized access to Client Data promptly upon discovery. DMI will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, DMI will provide reasonable assistance to Client; however, Client shall be solely responsible for any and all such notifications at its expense.

5. Lost Data; Recovery. DMI shall undertake commercially reasonable efforts to backup Client Data. The parties agree, however, that DMI shall not be responsible for (i) the accuracy and adequacy of any Client Data or (ii) for maintaining procedures other than the TCP Services for reconstruction of lost data.

6. Relocation of DMI Supplied Equipment. In the event that DMI deems it necessary to relocate the DMI Technology to another Internet Data Center operated by or for DMI, Client will cooperate in good faith with DMI to facilitate such relocation. DMI shall be solely responsible for any costs and expenses incurred by DMI in connection with any such relocation and will use commercially reasonable efforts, in cooperation with Client, to minimize and avoid any interruption to the TCP Services.

7. Restriction on Use. Client covenants and agrees that its use of the TCP Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client shall not, nor shall it permit or assist others, to:

7.1 abuse or fraudulently use the TCP Services;

7.2 obtain or attempt to obtain TCP Services by any fraudulent means or device with intent to avoid paying the Use Fees;

7.3 allow access to the TCP Services other than by the Designated Users;

7.4 permit any third party that is not an Affiliate to use or access the TCP Services;

7.5 process or permit to be processed the data of any third party that is not an Affiliate;

7.6 Clause removed;

7.7 attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the DMI Technology; or

7.8 access, alter, or destroy any information of another customer of DMI by any fraudulent means or device, or attempt to do so.

8. Cooperation With Authorities. If either party is requested to disclose all or any part of any Confidential Information (defined in Section 19) under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the receiving party shall (i) immediately notify the disclosing party of the existence, terms and circumstances surrounding such request; (ii) consult with the disclosing party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the disclosing party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement. Although DMI will not systematically monitor the Client Data, DMI reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

9. Clause removed.

10. Supplemental Services; Master Agreement.

10.1 DMI may provide to Client supplemental services in accordance with a Statement of Work and a separate services agreement.

10.2 Client may elect to purchase additional products and services via Order Forms from time to time. The parties agree that this Agreement is a master agreement such that additional transactions will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with DMI's then-current pricing schedule. Client agrees that, absent DMI's express written acceptance thereof indicated by execution by an officer of DMI, the terms and conditions contained in any purchase order or other document issued by Client to DMI for the purchase of additional services, shall not be binding on DMI to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

11. Use Fees.

11.1 In consideration for the performance of the TCP Services, Client shall pay DMI the Use Fees. During the Term, Client will be billed in advance an amount equal to the annual charges as indicated in the applicable Order Form. All other charges for TCP Services received and expenses incurred during a month (e.g., additional data storage fees and travel expenses) will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all fees is due upon receipt of each DMI invoice, and in no event shall payment be received by DMI later than thirty (30) days after the invoice date. All payments will be made to DMI at its offices in San Angelo, Texas, in U.S. dollars.

11.2 Subsequent to the initial term specified in the applicable Order Form, DMI may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

11.3 Charges will be equal to the number of total Employees multiplied by the Monthly Employee Fee. Client is responsible for Monthly Employee Fees for the total number of Active Employees who are made active during any calendar month. Client may add additional Employees as desired each month, by paying the Monthly Employee Fees on the next billing cycle.

11.4 Employees added at any time during a calendar month will be charged in full for that billing period. Because you are billed in advance for Services, if Client increases their Active Employee count during a calendar month, Client's next statement and charges will reflect the increased employee count with overage charges incurred from the previous month.

Please select your preferred billing/payment cycle:

Please select your preferred billing/payment method:

12. Taxes. Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on DMI's aggregate income.

13. Non-Payment. If Client is delinquent in its payments, DMI may, upon written notice to Client, (i) modify the payment terms to require full payment before providing any TCP Services; (ii) may require other assurances by Client to secure Client's payment obligations hereunder; or (iii) suspend the provision of TCP Services until the earlier of (a) Client's payment of all such amounts and interest thereon or (b) this Agreement is terminated pursuant to Section 15.

14. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 15, will remain in effect for the initial term of _____years ("Initial Term"), and then shall automatically renew for subsequent one (1) year terms thereafter, unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). Except for a termination of this Agreement by Client for cause under Section 15 or Exhibit B, Section 10 (Termination Option For Chronic Problems), in the event of any termination of this Agreement for any reason prior to the expiration of the Initial Term, the entire balance of unpaid Use Fees for the remainder of the Initial Term shall accelerate and become due and payable immediately in a lump sum.

Term Start Date: _____

Start of your organization's workweek day (used for calculating overtime):

15. Termination for Cause. A party may terminate this Agreement for cause if (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, five (5) days; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing. Client may also terminate this Agreement as provided in Exhibit B, Section 10. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, DMI may terminate this Agreement immediately.

16. Effect of Termination. Without prejudice to any right or remedy of a party with respect to the other party's breach hereunder, upon the effective date of any termination of this Agreement:

16.1 DMI's obligation to provide the TCP Services shall immediately terminate;

16.2 any and all payment obligations of Client under this Agreement for TCP Services provided through the date of termination will immediately become due;

16.3 promptly after such termination, DMI shall provide Client Data to Client in a database document format reasonably requested by Client; provided, however that the fees for the creation and delivery of the Client Data database shall be capped at 1/12th of the annual Use Fees per month; and

16.4 within thirty (30) days of such termination, each party will return all additional Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

17. Transition Services. Except for termination by DMI for voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, upon receipt by DMI of Client's final payment for TCP Services, for a period of time not to exceed six (6) months following DMI's receipt of such final payment (the "Termination Assistance Period"), DMI will provide the TCP Services and any and all assistance reasonably requested by Client to allow the TCP Services to continue without interruption or adverse effect and to facilitate the orderly transfer of Client to a successor service provider or solution. During the Termination Assistance Period, Client shall continue to pay DMI fees equivalent to the then-current Use Fees, such fees to be pro-rated and payable on a monthly basis. In addition, Client will pay DMI fees for activities associated with the transition to a successor service provider or solution that are not within the scope of the TCP Services, such additional fees to be payable on a time and materials basis at DMI's then-current hourly rates, and such activities to include DMI's provision of Client Data in a database document format reasonably requested by Client; provided, however that the fees for the creation and delivery of the Client Data database shall be capped at 25% of the annual Use Fees.

18. Clause Removed.

19. Confidential Information.

19.1 Each party (the "Receiving party") acknowledges that it will have access to certain confidential information of the other party (the "Disclosing party") concerning the Disclosing party's

business, plans, customers, software, technology and products, other information held in confidence by the Disclosing party, and Non-Public Personal information (defined below). In addition, a Disclosing party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the DMI Technology and related algorithms, logic, design, and coding methodology, Client Data, and the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

19.2 "Non-Public Personal Information" means any of the following information received by the Receiving party from the Disclosing party: any identifier that permits physical or online contacting of a specific individual person, including without limitation, any one or more of (i) first and last name, (ii) home or physical address, (iii) email address, (iv) telephone number, or (v) social security number.

19.3 The Receiving party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information in at least the same manner as is necessary to protect its own Confidential Information.

19.4 Each party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Non-Public Personal Information; (ii) protect against unauthorized access to and use of Non-Public Personal Information; and (iii) protect against anticipated threats or hazards to the security or integrity of Non-Public Personal Information. To the extent that the Receiving party is permitted to retransmit any Confidential Information it receives from the Disclosing party, the mode of retransmission must be at least as secure as the mode by which the Disclosing party transmitted the Confidential Information to the Receiving party.

19.5 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving party prior to receipt from the Disclosing party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing party; (ii) becomes known (independently of disclosure by the Disclosing party) to the Receiving party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving party; or (iv) is independently developed by the Receiving party.

19.6 The provisions of this Section 19 are subject to the limitation on DMI's liability set forth in Section 4, but only to the extent that a breach of this Section 19 results from an unauthorized third party using illicit means to access the Services or the DMI Technology. A breach of this Section 19 that results from access to the Services or the DMI Technology by current or former personnel of DMI or any of its subcontractors or providers, shall not be subject to the limitation on DMI's liability set forth in Section 4.

20. Injunctive Relief. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of intellectual property rights would constitute irreparable harm, and that the aggrieved party shall be entitled to seek specific performance and/or injunctive relief in addition to other remedies at law or in equity.

21. Intellectual Property Ownership. This Agreement does not transfer from DMI to Client any ownership interest in the DMI Technology. The intellectual property rights embodied in the DMI

Technology shall remain in and be the sole and exclusive property of DMI and its licensors. This Agreement does not transfer from Client to DMI any ownership interest in Client Data.

22. Client Representations and Warranties.

22.1 Client represents and warrants that the performance of its obligations and use of the TCP Services (by Client and its Designated Users) will not violate any applicable laws, cause a breach of any agreements with any third parties, or unreasonably interfere with the use by other DMI customers of DMI services.

22.2 Client represents and warrants that it's Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

22.3 Client acknowledges that DMI exercises no control whatsoever over the content of the information passing through the TCP Services and that it is the sole responsibility of Client to ensure that the information it and its Users transmit and receive thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

22.4 In the event of any breach of any of the foregoing representations or warranties in this Section 22, in addition to any other remedies available at law or in equity, DMI will have the right to suspend immediately any TCP Services if deemed reasonably necessary by DMI to prevent any harm to DMI and its business. DMI will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, DMI will promptly restore the TCP Services.

23. DMI Representations and Warranties. DMI represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between DMI and any third parties. In the event of a breach of the warranties set forth in this Section 23, Client's sole remedy is termination of this Agreement upon written notice to DMI.

24. Limited Warranty. DMI represents and warrants that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at DMI's expense.

25. Service Level Agreement. The TCP Services Level Agreement set forth in Exhibit B states Client's sole and exclusive remedy for any performance failure of the TCP Services in terms of levels of service.

26. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 24 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY DMI ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. DMI AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. DMI DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NOTHING STATED OR IMPLIED BY DMI WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. DMI HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON DMI. CLIENT ACKNOWLEDGES THAT IN

ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S REQUIREMENTS.

27. DMI's Intellectual Property Indemnity. DMI will indemnify, defend and hold harmless Client and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Client that the DMI Technology infringes on any U.S. intellectual property right of a third party; provided, however, that DMI is notified in writing of such claim promptly after such claim is made upon Client. DMI shall have the right to control any defense provided pursuant to this Section 27. In no event shall Client settle any such claim without DMI's prior written approval. DMI shall have no liability or obligation under this Section 27 if the claim arises from (i) any alteration or modification to the DMI Technology other than by DMI, (ii) any combination of the DMI Technology with other programs or data not furnished by DMI, or (iii) any use of the DMI Technology prohibited by this Agreement or otherwise outside the scope of use for which the DMI Technology is intended.

27.1 Options for Infringement Claims. If any party is enjoined from using the DMI Technology, or if DMI believes that the DMI Technology may become the subject of a claim of intellectual property infringement, DMI, at its option and expense, may: (i) procure the right for Client to continue to use the TCP Services; (ii) replace or modify the DMI Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case DMI shall refund to Client any and all Use Fees paid in advance by Client for those TCP Services not provided by DMI and provide, at Client's request and free of charge, the Client Data in a database document format.

27.2 Entire Liability. This Section 28 sets forth the entire liability of DMI to Client for any infringement by the DMI Technology of any intellectual property right of any third party.

28. Consequential Damages Waiver. EXCEPT FOR CLAIMS ARISING OUT OF SECTION 27 (DMI'S INTELLECTUAL PROPERTY INDEMNITY), AND SECTION 19 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF THE PARTY CAUSING SUCH DAMAGES OR ANY AFFECTED SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS AGREEMENT.

29. Liability Cap. Except for claims arising out of Section 27 (DMI's Intellectual Property Indemnity) and Section 19 (Confidential Information), in no event shall DMI's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum total any amounts payable by Client for the Use Fees during the six-month period immediately preceding the accrual of such liability.

30. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

If to DMI: Data Management, Inc.

1 Time Clock Drive
San Angelo, TX 76904
Attn: Ernie Nabors / COO

If to Client: _____

_____

_____

Attn: _____

31. Assignment; Contractors.

31.1 This Agreement shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business and assets of each party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, neither party shall assign this Agreement without the non-assigning party's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of this Section shall be void and ineffective.

31.2 DMI may retain an independent contractor or other third party to serve as its Internet Data Center so long as such independent contractor or third party is contractually bound to protect Confidential Information. The appointment of independent contractors or third parties to serve as DMI's Internet Data Center to perform part or all of the TCP Services obligations hereunder shall not relieve DMI of any liability under this Agreement.

32. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or caps of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to either party hereunder.

33. Marketing. During the term hereof, Client agrees that DMI may publicly refer to Client, orally and in writing, as a customer of DMI. Any other reference to Client by DMI requires the written consent of Client.

34. Non-Solicitation. During the term hereof and continuing through the first anniversary of the termination of this Agreement, Client agrees that it will not, and will ensure that its Affiliates do not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by DMI or contracted by DMI to provide services to Client.

35. Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of DMI), provided that the delayed party:

(i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

36. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the

parties in accordance with AAA rules. The arbitration shall take place in _____. The arbitrator shall apply the laws of the State of

_____ to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement.

36.1 Class Action Waiver. Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, and without waiving either party's right of appeal, if any portion of this “Class Action Waiver” provision is deemed invalid or unenforceable, then the entire arbitration provision above (other than this sentence) shall not apply.

37. Applicable Law; Jurisdiction and Venue; Limitations Period. This Agreement shall be construed under the laws of the State of _____, without regard to its principles of conflicts of law. No action, regardless of form, arising out of this Agreement may be brought by DMI or Licensee more than one (1) year after the cause of action has arisen.

38. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any facsimile transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

39. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

Accepted by:

Client:_____

By: _____
(Signature)

Name:_____

Title:_____

EXHIBIT A
MAINTENANCE AND SUPPORT TERMS

These Maintenance And Support Terms are intended to be part of the attached Master TCP Services Agreement made and entered into by and between DMI and Client. DMI reserves the right to continuously improve the Maintenance And Support Services and to adapt such services to changes in technology and to DMI's business environment. Solely for these purposes, DMI reserves the right to modify, elaborate, remove or add to some or all of the provisions of these Maintenance And Support Terms at DMI's sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service.

These Maintenance And Support Terms are intended to be part of the attached Master TCP Services Agreement made and entered into by and between DMI and Client**.**

1. Definitions. When used in these Maintenance Services Terms, the following terms will have the meaning set forth in this Section 1. Any capitalized terms not defined in these Maintenance Services Terms are as defined in the Master TCP Services Agreement.

1.1 "CSR" means a DMI customer service representative.

1.2 "Error" means a failure of the TCP Services (i) to conform as to all material operational features and performance characteristics as provided in the documentation supplied by DMI and in any applicable Statements of Work for customizations to the TCP Services, and (ii) to be free of errors and defects that materially affect the performance of such features. This definition applies solely to TCP Services that have not been customized. Separate maintenance arrangements are available for customized TCP Services.

1.3 "Error Correction" means a software modification that corrects an Error when it is made or added to the TCP Services.

1.4 "Maintenance And Support Services" means the services described in Section 2 below.

1.5 "New Product" means s product that generates online services which may incorporate some functionality of the TCP Services in addition to one or more of the following changes to a different: (i) programming language, (ii) platform (e.g. .Java to .NET), (iii) style of computing (e.g. client server to web to cloud computing), or (iv) software model of deployment (e.g. local installation to SaaS).

1.6 "Support Term" means the Initial Term and any renewal terms in accordance with Section 14 of the Master TCP Services Agreement.

1.7 “Third-Party Products” means any third-party software or hardware appliance product provided by DMI under an Order Form.

1.8 "Update" means TCP Services modifications consisting of Error Corrections, modifications, enhancements or future releases that are distributed generally to users of the same version of the TCP Services. Updates are generally designated by a change in the number to the right of the decimal point (e.g., Version 1.1 to Version 1.2).

1.9 "Upgrade" means a new version of the TCP Services that adds new features and functionality in addition to the original functional characteristics of the TCP Services that is distributed generally to users the TCP Services. Upgrades are generally designated by a change in the version number to the left of the decimal point (e.g., Version 1.1 to Version 2.1).

1.10 "Workaround" means a procedure or routine that eliminates the practical adverse effect of the Error when implemented in the regular operation of the TCP Services.

2. Maintenance And Support Services Description. DMI will provide the services described below in this Section 2 during Support Terms. These services are included in the annual Maintenance And Support Services fee.

2.1 Support Hours And Response Times. DMI will provide Maintenance And Support Services to Client during regular business hours which are 7:00 am to 7:00 pm CST Time, Monday through Friday, excluding company holidays (“Regular Business Hours”). If extended services are required beyond the Regular Business Hours, separate arrangements may be made with DMI in advance for support after Regular Business Hours or during weekends for significant go-live or upgrade events only. Emergency support is provided for Level 1: Urgent (defined below) issues only by calling an after-hours phone line provided by DMI.

2.2 Support Services. Support Services include:

2.2.1 issue determination services including (i) information gathering and analysis for TCP Services and Third-Party Products, and (iii) identification of Errors;

2.2.2 issue resolution services including (i) reasonable telephone consultation regarding the use and operation of the TCP Services and Third-Party Products that does not rise to the level of training, (ii) configuration changes for the TCP Services and Third-Party Products, (iii) validating that the TCP Services and Third-Party Products operate within documentation supplied by DMI, (iv) installation of stock (as distinguished from custom) templates for reports, documents, and forms for TCP Services and Third-Party Products, and (v) access to DMI’s tcplusondemand.com website;

2.2.3 commercially reasonable efforts to cause Third-Party Product suppliers to cure promptly any error or failure of a Third-Party Product to conform the applicable third-party agreement;

2.2.4 repair or replacement of open source software with functionally equivalent software; and

2.2.5 Error Correction services in accordance with the Error Correction Services Table below.

Error Correction Services Table
(Service Response Targets)

Problem Severity	Based on the nature of the reported issue and the impact on Client's business operations, the CSR assigns a severity level to the issue. The severity will always be set to a reasonable and realistic level, reserving the Severity Level 1 only for urgent situations. The severity level may change as new information becomes available.
Level 1: Urgent	Definition: Issues preventing (i) Client from conducting day-to-day business, such as an inoperable production system, a lack of data integrity, data corruption, or data unavailability, or (ii) a go-live deadline. Client is unable to do production work, and no Workaround is available. Response: Level 1 issues always take priority above all other issues. A Level 1 issue will immediately be assigned to a CSR, who will contact Client within one hour with an initial response. The CSR will then work without interruption on the issue until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 2. During this time, Client must be available should further information be required to resolve the issue. If the CSR is unable to contact Client within a reasonable timeframe, the Level 1 status will be downgraded to Level 2 until Client provides the requested documentation. Note: Level 1 issues must be reported to DMI customer support via telephone, or created via email or Web form with a follow-up phone call to confirm receipt. Follow-Up: The CSR will update Client at a minimum of once per hour until the issue has been resolved or downgraded to Level 2.
Level 2: High	Definition: Client is able to do some production work, but a major component of the TCP Services is not functioning properly, and a partial Workaround is available. Or, an issue puts a "go-live" deadline at high risk. Response: Level 2 issues take priority over all other issues except Level 1. A Level 2 issue will immediately be assigned to a CSR, who will contact Client within four (4) business hours with an initial response. The CSR will then work without interruption during standard support hours until a resolution is reached, either in the form of a complete fix, or an interim Workaround solution that will cause the level of urgency to drop to Level 3. Note: In order to facilitate a more prompt response, Level 2 issues should only be reported to DMI customer support via telephone, or created via email or Web form with a follow-up phone call to confirm receipt. Follow Up: The CSR will provide feedback to Client on a daily basis (or at mutually agreed upon intervals) until the issue has been resolved or downgraded to Level 3.
Level 3: Medium	Definition: The customer is able to do most production work, but has limited functionality in a certain component of the TCP Services, and a reasonable workaround is available. Response: The CSR provides an initial response to Client within the one business day, and will work on the issue during standard support hours after higher priority issues have been resolved. The CSR will work on the issue during standard support hours. Follow-Up: The CSR will provide feedback to Client as mutually agreed upon until the issue has been resolved or a more suitable Workaround is identified.

Level 4: Low	Definition: The customer is able to do all production work, but has general questions, enhancement requests, or documentation needs/questions. Response: The CSR provides an initial response to Client within two business days, and will work on the issue as time permits. Follow-Up: Feedback will be provided to Client at mutually agreed upon intervals.

2.2.6 Notwithstanding the foregoing, DMI will not be obligated to provide Maintenance And Support Services for problems solely arising as a result of abuse, misuse, accident or neglect by Client, or unauthorized modification to the TCP Services by Client (not under DMI's recommendation or instruction) that would materially impact DMI's ability to provide the Maintenance And Support Services until such problems are fixed by Client. In addition, the following services are not covered under Maintenance And Support Services and will be provided only by mutual agreement regarding fees, deliverables, and delivery schedules: (i) support for software or other products that were not purchased from DMI, (ii) customizations for rules, reports, templates, forms, applications, Business Objects Universe, and interfaces, (iii) development or customization of documentation, (iv) troubleshooting for hardware, networks, connectivity, or operating systems, (v) installation of Java application servers, (vi) on-site services, (vii) remote or on-site training, (viii) remote administration, (ix) scripting, programming, database design, and web development, (x) data recovery, (xi) consultation regarding the use and operation of the TCP Services and Third-Party Products that rises to the level of training.

2.3 Updates And Upgrades.

2.3.1 DMI will provide Client with all Updates and Upgrades that are commercially released by DMI at no additional charge. Updates and Upgrades will not require any additional software, hardware or technology to operate in conformance with the Specifications, except to the extent specified in writing by DMI. DMI will provide the Updates or Upgrades as soon as they are made available, but in no event later than DMI's providing the Updates or Upgrades to another SaaS licensee or DMI's using the Updates or Upgrades in its normal course of business operation.

2.3.2 DMI will work with Client to establish mutually beneficial Update and Upgrade schedules. If Client chooses to postpone an Update or Upgrade that would correct a particular Error without having a negative impact on the functionality or performance of the TCP Services, then DMI will not be required to correct such Error by another means, and provided, further that Client's non-acceptance of any Update or Upgrade will not affect Client's payment obligations for Use Fees.

Please enter the email address for update or upgrade notices to be sent to:

_____

2.4 Version Limitation. Notwithstanding anything contained herein to the contrary, DMI will provide Maintenance And Support Services for at least the current version and any preceding versions of the TCP Services that have been released by DMI within the last twelve (12) months. If no version has been released within the last eighteen (18) months, DMI will support the immediately preceding version. The foregoing limitation does not apply to reasonable telephone consultation regarding the use and operation of the TCP Services and Third-Party Products that does not rise to the level of training.

2.5 Updates To Maintenance And Support Services. DMI reserves the right to update Maintenance And Support Services for any renewal Support Term for purposes of conforming the scope of Maintenance And Support Services to changes in technology and/or industry practice;

provided, however, in no event shall any such update result in a degradation or diminution of Maintenance And Support Services.

3. New Products. New Products are optional and are not included in the annual Maintenance And Support Services fee. New Products will be made available to Client as soon as they are released to other licensees in the normal course. DMI reserves the right to charge a license fee for New Products.

EXHIBIT B
SERVICE LEVEL AGREEMENT

This Service Level Agreement is intended to be part of the attached Master TCP Services Agreement made and entered into by and between DMI and Client. DMI reserves the right to continuously improve the uptime and performance of its TCP Services and to adapt such services to changes in technology and to DMI's business environment. Solely for these purposes, DMI reserves the right to modify, elaborate, remove or add to some or all of the provisions of this Service Level Agreement at DMI's sole discretion and without further notice, provided that any such improvement or adaptation shall not result in a diminution of the overall level of service.

1. TCP Services Level Agreement. In the event that Client experiences any of the service performance issues defined in Sections 2.1 and 2.2 as a result of DMI's failure to provide TCP Services, DMI will, upon Client's request in accordance with Section 3, credit Client's account as described below (the "Service Level Agreement"). The Service Level Agreement shall not apply to performance issues (i) caused by factors outside of DMI's reasonable control; (ii) that resulted from any actions or inactions of Client or any third parties; or (iii) that resulted from Client Equipment or third party equipment that is not within the sole control of DMI.

2. Service Level Agreement Definitions. For purposes of this Agreement, the following definitions shall apply only to the TCP Services. References to Section numbers in this Exhibit B shall apply to Sections in Exhibit B, unless expressly provided otherwise.

2.1 "Downtime" shall mean "unplanned" network unavailability within DMI's United States network for thirty (30) consecutive minutes due to the failure of DMI to provide TCP Services for such period. Downtime shall not include any packet loss or network unavailability during DMI's scheduled maintenance of the Internet Data Center(s), network and TCP Services.

2.2 "Performance Problem" shall mean a material deterioration in the performance of the TCP Services excluding any Downtime.

2.3 "Service Credit" shall mean an amount equal to the pro-rata monthly recurring connectivity charges (i.e., all monthly recurring bandwidth-related charges) for one (1) day of TCP Services.

3. Downtime Periods. In the event Client experiences Downtime, Client shall be eligible to receive a one-time Service Credit for each Downtime period; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for any given calendar day. For example, if Client experiences one (1) Downtime period, then Client shall be eligible to receive one (1) Service Credit; if Client experiences two (2) Downtime periods, whether from a single event or multiple events, then Client shall be eligible to receive two (2) Service Credits.

4. Performance Problem. In the event that DMI discovers or is notified by Client that Client is experiencing a Performance Problem, DMI will take all commercially reasonably actions necessary to determine the source of the Performance Problem.

5. Discovery of Source; Notification of Client. Within four (4) hours of discovering or receiving notice of the Performance Problem, DMI will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the DMI Technology or whether the Performance Problem arises from the Client Equipment or Client's connection to the Internet. If DMI determines that the DMI Technology and Client and DMI connection are not the source of the Performance Problem, then DMI will use commercially reasonable efforts to determine the source of the Performance Problem within an additional four (4) hour period, DMI will notify Client of its findings regarding the source of the Performance Problem promptly after the additional four (4) hour period.

6. Correction. If the source of the Performance Problem is within the sole control of DMI, then DMI will use commercially reasonable efforts to remedy the Performance Problem within four (4) hours of determining the source of the Performance Problem. If the source of and remedy to the Performance Problem reside outside of the sole control of DMI, then DMI will use commercially reasonable efforts to notify the party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.

7. Service Credits for Performance Problems. In the event that DMI (i) is unable to determine the source of the Performance Problem within the time periods described in Section 5; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in Section 6, DMI will deliver a Service Credit to Client for each four (4) hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Client be entitled to more than two (2) Service Credits for a given calendar day.

8. Client Must Request Service Credit. Upon receipt of a written request from Client for a prior calendar month requesting information regarding a specific instance of Downtime or Performance Problem, DMI will provide Client with a related incident report from which Client may determine any Downtime and/or Performance Problems. In order to receive a Service Credit in connection with a particular instance of Downtime or a Performance Problem, Client must notify DMI within thirty (30) days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit for the applicable instance of Downtime or Performance Problem.

9. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by DMI to Client for any and all Downtime and Performance Problems that occur in a single calendar month shall not exceed seven (7) Service Credits. Any Service Credits owed shall be issued in the DMI invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Client's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Client.

10. Termination Option for Chronic Problems. Client may terminate this Agreement and without liability or penalty to DMI by notifying DMI within ten (10) days following the occurrence of either of the following: (i) Client experiences more than five (5) Downtime periods in any three (3) consecutive calendar month period; or (ii) Client experiences more than eight (8) consecutive business hours of Downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by DMI.

DATA MANAGEMENT INC.

Business Entity Information

Status:	Active	File Date:	3/12/2013
Type:	Foreign Corporation	Entity Number:	E0126172013-9
Qualifying State:	TX	List of Officers Due:	3/31/2019
Managed By:		Expiration Date:	
NV Business ID:	NV20131152915	Business License Exp:	3/31/2019

Additional Information

Central Index Key:	

Registered Agent Information

Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	701 S CARSON ST STE 200
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89701
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	1,000.00	Capital Amount:	$ 0

No stock records found for this company

Officers

Include Inactive Officers

Treasurer - JORGE R ELLIS

Address 1:	1 TIME CLOCK DRIVE	Address 2:	
City:	SAN ANGELO	State:	TX
Zip Code:	76904-5917	Country:	
Status:	Active	Email:	

Director - JORGE R ELLIS			
Address 1:	1 TIME CLOCK DRIVE	Address 2:	
City:	SAN ANGELO	State:	TX
Zip Code:	76904-5917	Country:	
Status:	Active	Email:	

President - JORDY MOORMAN			
Address 1:	1 TIME CLOCK DRIVE	Address 2:	
City:	SAN ANGELO	State:	TX
Zip Code:	76904-5917	Country:	
Status:	Active	Email:	

Secretary - ERNIE R NABORS			
Address 1:	1 TIME CLOCK DRIVE	Address 2:	
City:	SAN ANGELO	State:	TX
Zip Code:	76904-5917	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation		
Document Number:	20130167229-63	# of Pages:	2
File Date:	3/12/2013	Effective Date:	

Initial Stock Value: No Par Value Shares: 1,000 ---------- Total Authorized Capital: $ $0.00

Action Type:	Initial List		
Document Number:	20130171448-01	# of Pages:	1
File Date:	3/14/2013	Effective Date:	

(No notes for this action)

Action Type:	Foreign Qualification		
Document Number:	20130311583-27	# of Pages:	1
File Date:	5/8/2013	Effective Date:	

(No notes for this action)

Action Type:	Miscellaneous		
Document Number:	20130311584-38	# of Pages:	1
File Date:	5/8/2013	Effective Date:	

(No notes for this action)

Action Type:	Correction		

Document Number:	**20130311585-49**	**# of Pages:**	**1**
File Date:	**5/8/2013**	**Effective Date:**	
(No notes for this action)			

Action Type:	**Annual List**		
Document Number:	**20140026579-36**	**# of Pages:**	**1**
File Date:	**1/14/2014**	**Effective Date:**	
(No notes for this action)			

Action Type:	**Annual List**		
Document Number:	**20150004732-64**	**# of Pages:**	**1**
File Date:	**1/6/2015**	**Effective Date:**	
(No notes for this action)			

Action Type:	**Annual List**		
Document Number:	**20160031593-60**	**# of Pages:**	**1**
File Date:	**1/25/2016**	**Effective Date:**	
(No notes for this action)			

Action Type:	**Annual List**		
Document Number:	**20170027805-62**	**# of Pages:**	**1**
File Date:	**1/23/2017**	**Effective Date:**	
(No notes for this action)			

Action Type:	**Annual List**		
Document Number:	**20180019848-21**	**# of Pages:**	**1**
File Date:	**1/15/2018**	**Effective Date:**	
(No notes for this action)			

STATE OF NEVADA SALES TAX PERMIT
DEPARTMENT OF TAXATION

Taxpayer ID: 1015468640-001
Correspondence ID: 1300007692950
Date: 03/22/2013

DATA MANAGEMENT INC
1 TIME CLOCK DR
SAN ANGELO TX 76904-5917

THIS PERMIT:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS VOID IF ALTERED.
IS NOT ISSUED IN LIEU OF ANY LOCALLY REQUIRED BUSINESS LICENSE, PERMIT OR REGISTRATION.

Is authorized to collect Nevada sales tax at the following location if different from above.

Permit Location:
DATA MANAGEMENT INC
1 TIME CLOCK DR
SAN ANGELO TX 76904-5917

MUST BE DISPLAYED IN PUBLIC VIEW AT PERMIT LOCATION

(Detach Here)

Attached is your Nevada Sales Tax Permit.

A single number, the TID (Taxpayer Identification Number), identifies a taxpayer for MOST tax types. Please use your TID and LOC (Location Number) on resale certificates, in correspondence or telephone calls to the Department.

Based on your estimated monthly taxable receipts as stated on the Nevada Business Registration Supplemental application, your filing frequency will be monthly.

As stated on the application, your business start date is 09/28/1988, making your first remittance due on or before 10/31/1988.

The Department of Taxation has forms, publications and information available via internet at ***http://tax.state.nv.us/***.

The Department of Taxation is providing businesses with the ability to view and manage their accounts via the internet through its interactive website, NevadaTax, located at ***http://nevadatax.nv.gov/***. Businesses can file tax returns, make payments, and view financials associated with their Sales and Use Tax account, Modified Business Tax account, and Business License account.

A business must first register and receive a username and password before NevadaTax will allow access to view and manage accounts. If you are already registered to use NevadaTax, this tax type will be added to your existing account.

Your business should use the following Pre-approved NevadaTax Activation Code when registering to use NevadaTax:
Pre-approved NevadaTax Activation Code: **FCFB5101-1C34-48B2-8CDA-425FCFB072A4**.

The Nevada Sales Tax Permit has been issued pursuant to an application duly filed and payment of prescribed fees. This Sales Tax Permit is subject to the provisions of Nevada Revised Statutes 372, 374, and 377. This Sales Tax Permit shall be considered valid unless canceled, suspended or revoked for good cause in accordance with Title 32.

DISTRICT OFFICE LOCATION

MAIN OFFICE	LAS VEGAS OFFICE	HENDERSON OFFICE	RENO OFFICE
1550 College Parkway, Suite 115 Carson City, Nevada, 89706-7937 Phone: (775) 684-2000	Grant Sawyer Office Bldg, Suite 1300 555 E. Washington Avenue Las Vegas, Nevada, 89101 Phone: (702)486-2300	2550 Paseo Verde Parkway, Suite 180 Henderson, Nevada, 89074 Phone: (702)486-2300	4600 Kietzke Lane Building L, Suite 235 Reno, Nevada, 89502 Phone: (775)687-9999

In the event of an address change, please notify the Department of Taxation immediately in order to direct any correspondence to your new address.

3.2 COMPUTING PLATFORM

3.2.1 Vendors shall explain in sufficient detail how they will satisfy NDOC's project requirements described below. If subcontractors shall be used for any of the tasks, vendors shall indicate what tasks and the percentage of time subcontractor's shall spend on those tasks.

TimeClock Plus will not utilize subcontractors on this project.

3.2.2 NDOC's preference for an application will be a web-based interface supporting either Internet Explorer or FireFox, as well as, all mobile device web browsers. An installable client (i.e. fat client) is not desired but can be supported.

TimeClock Plus is a 100% web-based application. In order to access TimeClock Plus, you will need access to standard web browsers. TimeClock Plus supports the following browsers:

- ***Internet Explorer 10, 11, or newer***
- ***Microsoft Edge***
- ***Chrome 25 and above***
- ***Firefox 18 and above***

3.2.3 NDOC's standard for end-user workstations is the Windows 7 operating system with Internet Explorer as the primary supported web browser, FireFox being the alternative. NDOC workstations also support Java and .NET web-based applications.

TimeClock Plus has been developed to operate in a typical Microsoft Windows server environment. The supported server OS version are Windows Server 2008 R2 and Windows Server 2012.

TimeClock Plus v7 web front-end is built on html 5 and javascript. Both of these requirements are handled natively through supported browsers.

3.2.4 NDOC currently provides limited support for both Android (ChromeOS) and IOS (Apple) mobile devices.

TimeClock Plus offers native mobile apps for both Android (KitKat and higher) and iOS (8 and higher).

3.2.5 NDOC's server standard is SUSE Linux Enterprise server 11. Additionally, NDOC supports CentOS7, Ubuntu 14.04 and 16.04. All Linux servers are kept at current patch levels. NDOC supports Windows servers 2008 and 2016 only, with a preference for server 2016.

TimeClock Plus is compatible with Windows Server 2008, 2012, and 2016.

3.2.6 Database server standard is PostgreSQL. NDOC also supports MySQL/Maria DB, Oracle and Microsoft SQL.

TimeClock Plus utilizes a MS SQL database to manage all data. The supported database software versions are MS SQL Server 2008 R2, MS SQL Server 2012, and MS SQL Server 2014.

3.2.7 Application server standard is Java EE using Apache Tomcat as well as the PHP framework.

TimeClock Plus v7 web front-end is built on html 5 and javascript. Both of these requirements are handled natively through supported browsers.

3.2.8 NDOC's virtualization standard is currently XEN, Citrix XenServer. If appliance-based servers will be provided, they must be comparable with this virtualization standard.

Virtualization is supported.

3.3 TECHNICAL REQUIREMENTS

3.3.1 System requirements will be evaluated and developed by the awarded vendor in conjunction with NDOC technical infrastructure staff during the planning phase of the project.

TimeClock Plus implementation staff will work with NDOC IT staff to evaluate system requirements.

3.3.2 The application shall be available regardless of WAN status (i.e. Internet down or up, it must work) as NDOC does not have redundant network connectivity at any location. The application should support the distributed database model to ensure independent site operation and synchronization of data between sites to ensure consistent scheduling.

The on-premise version of TimeClock Plus does not require an active internet connection for access. Only connectivity to the NDOC network is required.

3.3.3 Since NDOC utilizes LDAP for authentication to all web-based applications, an LDAP style authentication mechanism is preferred to ensure all applicable account regulations are followed (e.g., password length, expiration, etc.)

Our LDAP Authentication Module allows TimeClock Plus users and employees to login using a password from an associated user name in an LDAP (Lightweight Directory Access Protocol) compatible directory service. Once configured, users and

employees can log in using the same network login they would use elsewhere in the network.

3.3.4 NDOC does not support Microsoft Active Directory at this time; hence applications must not rely upon proprietary Active Directory mechanisms for use or authentication.

TimeClock Plus does not require Active Directory mechanisms for use or authentication.

3.3.5 The application shall support SSL/TLS encryption if LDAP authentication is used.

TimeClock Plus will use SSL and HTTPs to keep data in motion secure.

3.4 FUNCTIONAL REQUIREMENTS

Refer to ***Section 4, Scope of Work***

3.5 SECURITY STANDARDS

3.5.1 System shall meet State security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.

TimeClock Plus meet the security standards for transmission of personal information as outlined in NRS 205.4742 and NRS 603A.

3.5.2 Protection of sensitive information shall include the following:

3.5.2.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

TimeClock Plus offers SSL encryption for all accessible information in the software.

3.5.2.2 Confidential personal data shall be encrypted.

TimeClock Plus offers SSL encryption for all accessible information in the software.

3.5.2.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

TimeClock Plus transmits personal information using a method that complies with NRS 603A.215 (2 & 3).

3.5.2.4 Sensitive data shall be encrypted in all newly developed applications.

TimeClock Plus offers SSL encryption for all accessible information in the software.

3.5.3 All information technology services and systems developed or acquired by agencies shall have documented security specifications that include an analysis of security risks and recommended controls (including access control systems and contingency plans).

While TimeClock Plus is not responsible for security when delivering on premise software which is hosted by the customer, the implementation team will consult on customer best practices regarding risks and recommended controls.

3.5.4 Security requirements shall be developed at the same time system planners define the requirements of the system. Requirements shall permit updating security requirements as new threats/vulnerabilities are identified and/or new technologies implemented.

System database and/or application server security is the responsibility of NDOC. TimeClock Plus will not impede any security updates associated with NDOC.

3.5.5 Security requirements and evaluation/test procedures shall be included in all solicitation documents and/or acquisition specifications.

TimeClock Plus can serve an advisory role for any security requirements or evaluation/test procedures requested by NDOC. TimeClock Plus, by default, does not require any specific security requirements. However, we recommend industry best practices.

3.5.6 Systems developed by either internal State or contracted system developers shall not include back doors, or other code that would cause or allow unauthorized access or manipulation of code or data.

TimeClock Plus does not have any back doors or code that would allow unauthorized access or manipulation of code or data by default. It would be up to the NDOC to determine if these are applicable.

3.5.7 Security specifications shall be developed by the system developer for approval by the agency owning the system at appropriate points of the system development or acquisition cycle.

The State or NDOC will own the system. Security specifications would be up to NDOC on defining desired security protocols.

3.5.8 All system development projects shall include a documented change control and approval process and shall address the security implications of all changes recommended and approved to a particular service or system. The responsible agency shall authorize all changes.

The NDOC will be responsible for the TimeClock Plus system. Documented change control and approval processes will be up to NDOC.

3.5.9 Application systems and information that become obsolete and no longer used shall be disposed of by appropriate procedures. The application and associated information shall be preserved, discarded, or destroyed in accordance with Electronic Record and Record Management requirements defined in NRS and NAC 239, Records Management.

TimeClock Plus, by default, will not purge or archive any data. This would be up to NDOC on how to preserve, discard, or destroy.

3.5.10 Software development projects shall comply with State Information Security Consolidated Policy 100, Section 4.7, Software Development and Maintenance and State Standard 131, "Security for System Development".

3.5.10.1 Separate development, test and production environments shall be established on State systems.

This is up to the State to establish these environments. TimeClock Plus supports development, test, and production environments.

3.5.10.2 Processes shall be documented and implemented to control the transfer of software from a development environment to a production environment. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.

TimeClock Plus supports this process. No hardware/software will be introduced into the production environment by the TimeClock Plus team without the authorization of NDOC.

3.5.10.3 Development of software and tools shall be maintained on computer systems isolated from a production environment.

Any new software or functionality development will not be maintained on the production environment.

3.5.10.4 Access to compilers, editors and other system utilities shall be removed from production systems.

TimeClock Plus gives the ability to remove access to these items.

3.5.10.5 Controls shall be established to issue short-term access to development staff to correct problems with production systems allowing only necessary access.

This is supported with the system's role-based permissions system.

3.5.10.6 Security requirements and controls shall be identified, incorporated in and verified throughout the planning, development, and testing phases of all software development projects. Security staff shall be included in all phases of the System Development Lifecycle (SDLC) from the requirement definitions phase through implementation phase.

TimeClock Plus is a commercial off-the-shelf product. If custom development is ever required appropriate NDOC personnel will be included through all phases of development.

3.6 REQUIREMENTS MATRIX

HIGH-LEVEL REQUIREMENTS	
FUNCTIONAL AREA	**DETAILS**
Scheduling	Flexible Schedule Creation functionality
	Drag & Drop Scheduling
	Auto Scheduling
	Flexible Task Scheduling
	Informative & Customizable Schedule Views
	Real-time Scheduling Conflicts Detection
Employee Information Management	Personal, contact, scheduling and leave preferences, qualifications, etc.
Attendance Tracking and Labor Cost Controls	Punch In/Out, overtime codes, reporting, etc.
Reports	Standard, customizable reports

HIGH-LEVEL REQUIREMENTS	
FUNCTIONAL AREA	**DETAILS**
	Data exports via ETL, etc.
Shift Bidding	Shift bidding for year ahead
	Leave bidding
	Rules based logic
Interface with External Systems	Vendor to cover their applications' capability/feature set

HIGH-LEVEL REQUIREMENTS	
FUNCTIONAL AREA	**DETAILS**
Roster Publishing	Vendor to cover their applications' capability/feature set
Technologies & Infrastructure	Vendor to cover their applications' capability/feature set
Online Functionality	Vendor to cover their applications' capability/feature set

3.6.1 More detailed requirements for Application Functional Areas and Reporting are listed in ***Attachments Q and R.***

VI. SCOPE OF WORK

4. SCOPE OF WORK

The scope of work is broken down into tasks, activities and deliverables. The tasks and activities within this section are not necessarily listed in the order that they shall be completed. Vendors shall reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing all tasks and activities identified within this RFP.

4.1 VENDOR RESPONSE TO SCOPE OF WORK

4.1.1 Within the proposal, vendors shall provide information regarding their approach to meeting the requirements described within ***Sections 4.3 through 4.7***.

4.1.2 If subcontractors shall be used for any of the tasks, vendors shall indicate what tasks and the percentage of time subcontractor(s) shall spend on those tasks.

TimeClock Plus will not utilize subcontractors on this project.

4.2 DELIVERABLE SUBMISSION AND REVIEW PROCESS

Once the detailed project plan is approved by the State, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

4.2.1 General

4.2.1.1 The contractor shall provide one (1) master (both hard and soft copies) of each written deliverable to the appropriate State Project Manager as identified in the contract.

4.2.1.2 Once a deliverable is approved and accepted by the State, the contractor shall provide an electronic copy. The State may, at its discretion, waive this requirement for a particular deliverable.

4.2.1.3 The electronic copy shall be provided in software currently utilized by the agency or provided by the contractor.

4.2.1.4 Deliverables shall be evaluated by the State utilizing mutually agreed to acceptance/exit criteria.

Understood and Agreed.

4.2.2 Deliverable Submission

4.2.2.1 Prior to development and submission of each contract deliverable, a summary document containing a description of the format and content of each deliverable shall be delivered to the State Project Manager for review and approval. The summary document shall contain, at a minimum, the following:

A. Cover letter;

B. Table of Contents with a brief description of the content of each section;

C. Anticipated number of pages; and

D. Identification of appendices/exhibits.

Understood and Agreed.

4.2.2.2 The summary document shall contain an approval/rejection section that can be completed by the State. The summary document shall be returned to the contractor within a mutually agreed upon time frame.

Understood and Agreed.

4.2.2.3 Deliverables shall be developed by the contractor according to the approved format and content of the summary document for each specific deliverable.

Understood and Agreed.

4.2.2.4 At a mutually agreed to meeting, on or before the time of delivery to the State, the contractor shall provide a walkthrough of each deliverable.

Understood and Agreed.

4.2.2.5 Deliverables shall be submitted no later than 5:00 PM, per the approved contract deliverable schedule and shall be accompanied by a deliverable sign-off form ***(refer to Attachment F, Project Deliverable Sign-Off Form)*** with the appropriate sections completed by the contractor.

Understood and Agreed.

4.2.3 Deliverable Review

4.2.3.1 General

A. The State's review time begins on the next working day following receipt of the deliverable.

Understood and Agreed.

B. The State's review time shall be determined by the approved and accepted detailed project plan and the approved contract.

Understood and Agreed.

C. The State has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the State's review time.

Understood and Agreed.

D. Any subsequent deliverable dependent upon the State's acceptance of a prior deliverable shall not be accepted for review until all issues related to the previous deliverable have been resolved.

Understood and Agreed.

E. Deliverables determined to be incomplete and/or unacceptable for review shall be rejected, not considered delivered and returned to the contractor.

Understood and Agreed.

F. After review of a deliverable, the State shall return to the contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

Understood and Agreed.

4.2.3.2 Accepted

A. If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate State representatives shall be returned to the contractor.

B. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable ***(refer to Section 7, Financial).***

Understood and Agreed.

4.2.3.3 Comments/Revisions Requested by the State

If the State has comments and/or revisions to a deliverable, the following shall be provided to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. Attached to the deliverable sign-off form shall be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.

C. The State's first review and return with comments shall be completed within the times specified in the contract.

D. The contractor shall have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.

E. A meeting to resolve outstanding issues shall be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.

F. Agreements made during meetings to resolve issues shall be documented separately.

G. Once an agreement is reached regarding changes, the contractor shall incorporate them into the deliverable for resubmission to the State.

H. All changes shall be easily identifiable by the State.

I. Resubmission of the deliverable shall occur within five (5) working days or a mutually agreed upon time frame of the resolution of any outstanding issues.

J. The resubmitted deliverable shall be accompanied by the original deliverable sign-off form.

K. This review process continues until all issues have been resolved within a mutually agreed upon time frame.

L. During the re-review process, the State may only comment on the original exceptions noted.

M. All other items not originally commented on are considered to be accepted by the State.

N. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate State representatives shall be returned to the contractor.

O. The contractor shall provide one (1) updated and complete master paper copy of each deliverable after approval and acceptance by the State.

P. Once the contractor receives the original deliverable sign-off form, the State can then be invoiced for the deliverable ***(refer to Section 7, Financial)***.

Understood and Agreed.

4.2.3.4 Rejected, Not Considered Delivered

If the State considers a deliverable not ready for review, the following shall be returned to the contractor:

A. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.

B. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.

C. The contractor shall have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the State's comments.

D. A meeting to discuss the State's position regarding the rejection of the deliverable shall be completed within three (3) working days after completion of the contractor's review or a mutually agreed upon time frame.

E. Resubmission of the deliverable shall occur within a mutually agreed upon time frame.

F. The resubmitted deliverable shall be accompanied by the original deliverable sign-off form.

G. Upon resubmission of the completed deliverable, the State shall follow the steps outlined in ***Section 4.2.3.2, Accepted,*** or ***Section 4.2.3.3, Comments/Revisions Requested by the State***.

Understood and Agreed.

4.3 BUSINESS SOLUTION – BLUEPRINT

4.3.1 Objective

4.3.1.1 Awarded vendor will work with NDOC IT staff to develop the business blueprint for the implementation project.

Confirmed. Our overall approach is to create project success by planning the impact to your business and its functions when TimeClock Plus is implemented as your new time and attendance system. Our team creates and utilizes a centralized reference document that organizes all of the information needed for implementation to proactively mitigate any issues that may occur during implementation. We encourage open dialogue and frequent communication between your project team and our implementation group.

4.3.2 Activities – to be worked on concurrently with this objective

4.3.2.1 The awarded vendor shall:

A. Review/Evaluate/Capture/Design current business process requirements, complete the business solution blueprint and functional design document;

B. Review/Evaluate/Capture/Design current business intelligence/reporting requirements, complete the reporting blueprint/design document;

C. Review/Evaluate/Capture/Design data exchange technology/ETL to SAP BI and other related/suggested report writing tools;

D. Make process design/configuration recommendations based on current workforce management requirements in-line with industry best practices; and

E. Work with NDOC staff to determine optimal network/infrastructure design.

Understood and Agreed.

4.3.3 Deliverables – to be worked on concurrently within this objective

BUSINESS SOLUTION BLUEPRINT DELIVERABLES			
Deliverable Number	**Description of Deliverable**	**Activity**	**State's Estimated Review Time (Working Days)**
4.3.3.1	Review/Evaluate/Capture/Design current business process requirements, complete the business solution blueprint and functional design document	4.3.2.1.A	10
4.3.3.2	Review/Evaluate/Capture/Design current business intelligence/reporting requirements, complete the reporting blueprint/design document	4.3.2.1.B	10
4.3.3.3	Review/Evaluate/Capture/Design data exchange technology/ETL to SAP BI and other related/suggested report writing tools	4.3.2.1.C	10
4.3.3.4	Make process design/configuration recommendations based on current workforce management requirements with in-line with industry best practices	4.3.2.1.D	10
4.3.3.5	Work with NDOC staff to determine optimal network/infrastructure design	4.3.2.1.E	10

Understood and Agreed.

4.4 WORKFORCE SCHEDULING APPLICATION ENVIRONMENTS

4.4.1 Objective

4.4.1.1 Awarded vendor will work with the NDOC Project Team to create three (3) environments deploying the workforce scheduling application as follows:

A. Development – work with the NDOC Project Team to create the Development environment in which business processes can be built and configuration prototyping carried out;

B. Test – High availability environment configured to match production environment configuration, to be used for end-user training;

C. Production – High availability environment; and

D. Data Migration – migration of existing data consisting of, but not limited to, officer master data, shift definitions, certifications, qualifications, business rules for roster building to new environments – migration tasks are to be performed according to recommended industry best practices.

Understood and Agreed.

4.4.2 Activities

4.4.2.1 The awarded vendor shall:

A. Build Workforce Scheduling Development Environment;

B. Build Workforce Scheduling Test Environment;

C. Build Workforce Scheduling Production Environment(s) based on the optimal solution given the multiple locations of Nevada correctional facilities;

D. Advise/assist with migration of NDOC user master data;

E. Advise/assist with the creation of training material and conduct 'Train the Trainer' sessions; and

F. Provide Go-Live and Post-Go-Live Production Support.

Understood and Agreed.

4.4.3 Deliverables

WORKFORCE SCHEDULING APPLICATION ENVIRONMENTS DELIVERABLES			
Deliverable Number	**Description of Deliverable**	**Activity**	**State's Estimated Review Time (Working Days)**
4.4.3.1	Build Workforce Scheduling Development Environment	4.4.2.1.A	15
4.4.3.2	Build Workforce Scheduling Test Environment	4.4.2.1.B	5
4.4.3.3	Build Workforce Scheduling Production Environment(s) based on the optimal solution given the multiple location of Nevada correctional facilities	4.4.2.1.C	15
4.4.3.4	Advise/assist with migration of NDOC user master data	4.4.2.1.D	15
4.4.3.5	Advise/assist with the creation of training material and conduct 'Train the Trainer' sessions	4.4.2.1.E	5
4.4.3.6	Provide Go-Live and Post-Go-Live Production Support	4.4.2.1.F	10

Understood and Agreed.

4.5 PROJECT CLOSURE

4.5.1 Objective

4.5.1.1 Awarded vendor will work with the NDOC Project Management team to close out the Workforce Scheduling project in accordance with project management best practices.

Confirmed.

4.5.2 Activities – to be worked on concurrently within this objective

4.5.2.1 The awarded vendor shall:

A. Review/Evaluate the original project plan;

B. Review/Evaluate the accepted deliverables; and

C. Review/Evaluate NDOC's organization process assets as they are related to the Workforce Scheduling functionality.

Understood and Agreed.

4.5.3 Deliverables – to be worked on concurrently within this objective

PROJECT CLOSURE DELIVERABLES			
Deliverable Number	**Description of Deliverable**	**Activity**	**State's Estimated Review Time (Working Days)**
4.5.3.1	Review/Evaluate the original project plan	4.5.2.1.A	5
4.5.3.2	Review/Evaluate the accepted deliverables	4.5.2.1.B	5
4.5.3.3	Review/Evaluate NDOC's organization process assets as they are related to the Workforce Scheduling functionality	4.5.2.1.C	5

Understood and Agreed.

4.6 PROJECT KICK OFF MEETING

A project kick off meeting shall be held with representatives from the State and the contractor after contract approval and prior to work performed. Items to be covered in the kick off meeting shall include, but not be limited to:

4.6.1 Deliverable review process;

4.6.2 Determining format and protocol for project status meetings;

4.6.3 Determining format for project status reports;

4.6.4 Setting the schedule for meetings between representatives from the State and the contractor to develop the detailed project plan;

4.6.5 Defining lines of communication and reporting relationships;

4.6.6 Reviewing the project mission;

4.6.7 Pinpointing high-risk or problem areas; and

4.6.8 Issuing resolution process.

Understood and Agreed.

4.7 PLANNING AND ADMINISTRATION

4.7.1 Objective

The objective of this task is to ensure that adequate planning and project management are dedicated to this project.

4.7.2 Activities

The awarded vendor shall:

4.7.2.1 Work with the State to provide a detailed project plan with fixed deadlines to include, but not be limited to:

A. Project schedule including tasks, activities, activity duration, sequencing and dependencies;

B. Project work plan for each deliverable, including a work breakdown structure;

C. Completion date of each task;

D. Project milestones;

E. Entrance and exit criteria for specific project milestones; and

F. A project organization which will include a resource plan defining roles and responsibilities for the awarded vendor, subcontractors (if applicable) and the State.

Understood and Agreed.

4.7.2.2 Attend and participate in all project related meetings requested by the State at a location to be determined by the State. Attendance may be in person or via teleconferencing, as authorized by NDOC's Project Manager. These meetings shall follow an agenda mutually developed by the awarded vendor and the State. The awarded vendor shall prepare materials or briefings for these meetings as requested by the State. Minutes shall be taken and distributed by State staff within five (5) working days after the meeting. Minutes may be distributed via facsimile or email.

The agenda may include, but not be limited to:

A. Review and approval of previous meeting minutes;
B. Contractor project status;
C. State project status;
D. Contract status and issues, including resolutions;
E. Quality Assurance status;
F. New action items;
G. Outstanding action items, including resolutions;
H. Setting of next meeting date; and
I. Other business.

Understood and Agreed.

4.7.2.3 Provide written semi-monthly project status reports delivered to the State project management by the third (3rd) working day following the end of each reporting period. The format shall be approved by the State prior to issuance of the first semi-monthly project status report. The first semi-monthly report covers the reporting period from the 1st through the 15th of each month; and the second semi-monthly report covers the reporting period from the 16th through the end of the month. The status reports shall include, but not be limited to the following:

A. Overall completion status of the project in terms of the State approved project work plan and deliverable schedule;

B. Accomplishments during the period, including State staff/stakeholders interviewed, meetings held, Joint Application Development (JAD) sessions and conclusions/decisions determined;

C. Problems encountered and proposed/actual resolutions;

D. What is to be accomplished during the next reporting period;

E. Issues that need to be addressed, including contractual;

F. Quality Assurance status;

G. Updated MS Project time line showing percentage completed, tasks assigned, completed and remaining;

H. Identification of schedule slippage and strategy for resolution;

I. Contractor staff assigned and their location/schedule;

J. State resources required for activities during the next time period; and

K. Resource allocation percentages including planned versus actual by project milestone.

Understood and Agreed.

4.7.2.4 Develop a comprehensive approach for handling communications with both internal and external audiences. Effective communication is critical to the development of productive relationships with concerned stakeholders. The communication plan shall include, but not be limited to: a plan for generation, documentation, storage, transmission and disposal of all project information.

Understood and Agreed.

4.7.2.5 Develop a risk management plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.

Understood and Agreed.

4.7.2.6 Develop a quality assurance plan including, but not limited to, the methodology for maintaining quality of the code, workmanship, project schedules and subcontractor(s) activities.

Understood and Agreed.

4.7.2.7 Develop a Change Management Plan and Control Procedures and present it to the State for acceptance. This plan shall be used by the vendor and the State in the design, specification, construction, implementation and support of the system.

Understood and Agreed.

4.7.2.8 Develop a Knowledge Transfer Plan, present the plan to the State, execute the plan and obtain State acceptance before and after the plan is executed. The plan shall include sufficient time and resources to accomplish a full transfer of knowledge to assure that the State can operate the system independently and obtain timely and effective support from the vendor.

Understood and Agreed.

4.7.2.9 The State shall perform a Post Implementation Evaluation Review (PIER) approximately six (6) months after full implementation and State acceptance of all deliverables. The awarded vendor's Project

Manager shall be required to participate on site for a period of not to exceed three (3) days.

Understood and Agreed.

4.7.3 Deliverables

4.7 PLANNING AND ADMINISTRATION DELIVERABLES			
DELIVERABLE NUMBER	**DESCRIPTION OF DELIVERABLE**	**ACTIVITY**	**STATE'S ESTIMATED REVIEW TIME (WORKING DAYS)**
4.7.2.1	Detailed Project Plan	4.7.3.1	15
4.7.2.2	Attendance at all scheduled meetings	4.7.3.2	N/A
4.7.2.3	Written Semi-Monthly Project Status Report	4.7.3.3	5
4.7.2.4*	Communication Plan	4.7.3.4	10
4.7.2.5*	Risk Management Plan	4.7.3.5	10
4.7.2.6*	Quality Assurance Plan	4.7.3.6	10
4.7.2.7*	Change Management Plan	4.7.3.7	10
4.7.2.8*	Knowledge Transfer Plan	4.7.3.8	10
4.7.2.9	Post Implementation Evaluation Review	4.7.3.9	5

**Denotes deliverables may be worked on concurrently*

Understood and Agreed.

VII. COMPANY BACKGROUND AND REFERENCES

5. COMPANY BACKGROUND AND REFERENCES

5.1 VENDOR INFORMATION

Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	*Data Management, Inc. (dba TimeClock Plus)*
Ownership (sole proprietor, partnership, etc.):	*Corporation*
State of incorporation:	*Texas*
Date of incorporation:	*September 12, 1988*
# of years in business:	*30 years*
List of top officers:	*Jordy Moorman, President* *Ernie R. Nabors, Vice President/Secretary*
Location of company headquarters, including City and State:	*1 Time Clock Drive* *San Angelo, Texas 76904*
Location(s) of the office that shall provide the services described in this RFP:	*1 Time Clock Drive* *San Angelo, Texas 76904*
Number of employees locally with the expertise to support the requirements identified in this RFP:	*All employees work from our company headquarters in Texas.*
Number of employees nationally with the expertise to support the requirements in this RFP:	*TimeClock Plus has over 260 employees dedicated to the development, implementation, and support of our scheduling software solution.*
Location(s) from which employees shall be assigned for this project:	*1 Time Clock Drive* *San Angelo, Texas 76904*

A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

Please be advised, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	NV20131152915
Legal Entity Name:	Data Management Inc.

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	X

If "No", provide explanation.
Our legal name is Data Management, Inc., however we are branded under the workforce management product that we develop and sell: TimeClock Plus

Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	X

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	X

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3516.***

Please refer to Attachment A for a Certificate of Insurance.

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Data Management, Inc., (DMI) the makers of TimeClock Plus, is recognized as both a leader and an innovator in the workforce management space. Founded in 1988, TimeClock Plus has become one of the largest scheduling and time and attendance solution providers in the United States, helping organizations around the world to solve their most challenging workforce management issues in a simple and efficient way.

Based in San Angelo, Texas, TimeClock Plus employs over 260 professionals dedicated to delivering flexible and scalable technology solutions to our over 65,000 customers. Our user base includes over 2,000 local, state, and federal government agencies ranging in size from under 1,000 employees, to over 25,000 employees.

Through many years of delivering software systems to governmental agencies such as the State of Maryland DOC, DC Department of Corrections, as well as the Colorado Department of Corrections, TimeClock Plus has gained a keen awareness to this sector's technology needs allowing the organization to deliver innovative and flexible solutions that solve this segment's most challenging business issues. Our on-premise Time Clock Plus v7 software addresses once daunting tasks for state agencies such as tracking and managing workforce scheduling, leave management and reporting. The application is web-based, making it easy for our customers to deploy.

Additionally, TimeClock Plus offers true extensibility, which means that the software can be scaled to the meet the needs of any sized government entity. That said, the best technology in the world is only as good as the service and support that back it up and in this regard, TimeClock Plus stands alone. Our "Above and Beyond" approach drives everything we do in delivering a quality deployment experience for our customers.

The winner of numerous innovation and service awards, DMI has become the recognized leader in government time and attendance, and employee labor management technology. The company's success is a result of its visionary commitment to the development of high quality, world-class applications, and our unwavering commitment to doing business in a highly professional and ethically-sound way.

Within our submission we have provided detailed information on how TimeClock Plus will meet your needs as outlined. We have quoted the pricing option of our TCP On-Premise self-hosted solution as the preferred method for the State of Nevada DOC. A SaaS modeled solution is available, should the State decide that option is more aligned with their interests. Each requirement in the State's RFP was specifically addressed in order to provide the most comprehensive look into how TimeClock Plus is the top aligned solution to your objectives.

Having completed thousands of implementations in the public sector space, including other states similar in size, TimeClock Plus is prepared to meet the unique challenges you face in your day-to-day administration of your personnel and to guide you through the change management process for optimal acceptance of the new solution.

Our time and attendance solution offers:

- ***Paperless and automated scheduling***
- ***Shift Coverage Monitoring and Alerts***
- ***Integrated Leave/Overtime Management***
- ***Flexible Time Collection Offerings (Optional)***
- ***Intuitive and Detailed Reporting Functionality***
- ***User-Friendly Shift Offering, Swaps, and Drops***

Why TimeClock Plus?

Our goal is to provide our clients with the very best quality product and with the very best service. We can provide you with the best value because we are fanatical about what we do, and our TimeClock Plus v7 is the most flexible, fast, and friendly workforce scheduling solution available.

Fanatical

TimeClock Plus has been helping public institutions of all sizes automate their workforce management needs since 1988. For almost three decades, the same leadership team at TimeClock Plus has held true to the vision of creating the most powerful workforce scheduling products in the market today with the best value to the client. And the team does it with fanatical dedication. That combination of fanaticism, excellence, and ethics has permeated through the entire company. More than 65,000 customers worldwide trust their workforce management needs to TimeClock Plus and the client feedback shows why TimeClock Plus has an outstanding reputation.

Fast

When it comes to performance, few browser-based products measure up to the speed of TimeClock Plus. Innovative web design methods are incorporated into TimeClock Plus to offer the fastest scheduling product in the market. Our development staff is constantly refactoring the code. That means that our development staff continually takes the existing code and works to improve functionality. TimeClock Plus is a lightweight, ultra-responsive and dynamic solution that rivals the speed of any client-server application.

Friendly

Web design provides the ultimate customizability. When it comes to designing a web-based application, there are no rules. A window does not have to be a square shape. In web design, you are only limited by your imagination. And since anything goes, you want to make sure there is extensive thought into the design. TimeClock Plus researched all the UX/UI (user experience/user interface) techniques with one goal in mind – to create the most approachable and friendly interface. With v7, you'll see organized options, soft colors, and plenty of clean, open space. This is because we know you'll be using this solution all day and we know that being easy on the eye makes your job easier.

Flexible

From an end-user perspective, flexibility means you want to be able to use it anytime and anywhere. You want to be able to customize it, to personalize it, to be able to prioritize the features and information you want when you want it. TimeClock Plus v7 is the most flexible scheduling and attendance solution on the market. From defining user permissions to customized dashboard widgets, v7 will without a doubt, provide you with the very best flexibility which ultimately means you manage what matters most to you.

A Better Sense of Time

We are Data Management Incorporated. Most of our clients and friends refer to us by the product we make, TimeClock Plus. We're proud of our company, our product and our people. We are grateful for the opportunities that have come our way and strive to provide to you the best time and attendance solutions available.

Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

TimeClock Plus has been helping organizations of all sizes automate their workforce management needs since 1988. For three decades, the same leadership team at TimeClock Plus has held true to the vision of creating the most powerful workforce management products in the market today with the best value to the client. And the team does it with fanatical dedication. That combination of fanaticism, excellence, and ethics has permeated through the entire company. More than 60,000 customers worldwide trust their time and attendance needs to TimeClock Plus and the client feedback shows why TimeClock Plus has an outstanding reputation.

Financial information and documentation to be included in accordance with ***Section 11.5, Part III – Confidential Financial Information***.

5.1.12.1 Dun and Bradstreet Number

610177024

5.1.12.2 Federal Tax Identification Number

75-2245870

5.1.12.3 The last two (2) years and current year interim:

A. Profit and Loss Statement
B. Balance Statement

Only hard copy financial statements have been included with our proposal submission. These are submitted under Part III, Confidential Financial Information. It is company policy to not provide this information in any electronic form.

5.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

5.2.1 Does this proposal include the use of subcontractors?

Yes		No	***X***

If "Yes", vendor shall:

5.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

5.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

B. Describe your previous experience with subcontractor(s).

5.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 5.1, Vendor Information***.

5.2.1.4 Business references as specified in ***Section 5.3, Business References*** shall be provided for any proposed subcontractors.

5.2.1.5 Provide the same information for any proposed subcontractor staff as specified in ***Section 5.4, Vendor Staff Skills and Experience Required***.

5.2.1.6 Staff resumes for any proposed subcontractors as specified in ***Section 5.5, Vendor Staff Resumes***.

5.2.1.7 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

5.2.1.8 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 5.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

5.2.1.9 All subcontractor employees assigned to the project shall be authorized to work in this country.

VIII. ATTACHMENT H, PROPOSED STAFF RESUMES

PROPOSED STAFF RESUME FOR RFP 3516

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Data Management, Inc. (dba TimeClock Plus)***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Derek McIntyre, PMP***	**Key Personnel: (Yes/No)**	***Yes***
Classification; i.e., Project Manager, Implementation Lead, etc.	***Director of Professional Services***		
# of Years in Classification:	***5***	**# of Years with Firm:**	***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

- 10+ years in strategic technology leadership roles with an emphasis on network architecture and systems integrations within Fortune 100 and 500 Companies.
- Certified Project Management Professional with extensive experience in program management and leading technical project teams to achieve customer and internal business goals using PMP and ITIL frameworks.
- Skilled in business operations, advanced data analytics, accounting, and compliance.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project/position and software/hardware used during the project engagement.

- Directed Fortune 100 global network refresh and systems implementations for 135,000 end-users, included preliminary LAN/WAN/wLAN refresh of 1,300 sites in 105 countries, while adhering to DoD Network Segmentation specifications.
- Conduct governance oversight and touch-points with business units to develop and direct a global PMO supporting technology projects chartered by corporate shared services including Human Resources, Finance, Accounting, Payroll, Procurement, etc.
- Directed over 400 technology projects annually for internal programs and customer based initiatives while leveraging established program management principles to ensure proper integration and legal compliance based on country and region.
- Directed teams of up to 150 employees in 7 global offices to implement technology in accordance with ITIL best practices and a Hybrid Agile methodology.
- Directed programs across multiple departments to achieve project and organizational goals while maintaining adherence to corporate governance and governmental compliance.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- B.S. Business - Texas A&M University, College Station, TX – 2007
- MBA – Angelo State University, San Angelo, TX – In Progress

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Project Management Professional (PMP), Project Management Institute (PMI)
- Project Management Certification, ExpertRating
- Six Sigma Green Belt Certification, Honeywell
- ITIL Certification – Axelos

HARDWARE/SOFTWARE SUMMARY (BE SPECIFIC)

Information required should include: environments, hardware, software, tools and databases.

- Technologies Implemented: Cisco and Motorola routers and switches, Dual WAN, WaaS, Wireless, Software Defined Network Segmentation (TrustSec), e911 (Intrado/West) and SIP Trunking (AT&T, Verizon) with redundant datacenter fail-over, Avaya Contact Center, Microsoft Skype for Business Enterprise Voice, KVH VSAT, Iridium M2M with PLC integration, Satellite and GSM IVMS, Salesforce – CRM, CPQ, SCM, PSA, FFA, & Communities, SQL, TimeClock Plus with integration to Oracle, Workday, Aesop, ADP, and other ERP platforms.

REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Attachment E, Business References have been completed.

PROPOSED STAFF RESUME FOR RFP 3516

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Data Management, Inc. (dba TimeClock Plus)***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Charles "Ian" Fisher, PMP***	**Key Personnel: (Yes/No)**	***Yes***
Classification; i.e., Project Manager, Implementation Lead, etc.	***Assistant Director of Professional Services***		
# of Years in Classification:	***3***	**# of Years with Firm:**	***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

- Project Manager and Military Veteran with 20 years of proven experience in the military and civilian sectors.
- Possess a comprehensive background in Operational Strategy derived from conducting domestic and global operations in support of DoD Defense and Infrastructure projects.
- Managed risk upon multiple lines to protect assets, property, and equipment valued over $71.6M
- Possess extensive knowledge in Personnel Management, Process Improvement, Resource Allocation, Root Cause Analysis, and Compliance.
- Recipient of multiple awards for outstanding performance and professionalism.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project/position and software/hardware used during the project engagement.

- Directed software implementation projects totaling over $5.9M
- Implemented Schedule, Resource, and Change Management techniques for projects responsible for training over 1200 individuals and over 200 venues.
- Accomplished measurable results while leading teams of 23 – 1,200 in dynamic, fast - paced environments on professional skills and leadership development.
- Managed multiple lines of logistics and operations to ensure compliance with applicable laws and policies during national and international ventures.
- Responsible for Root Cause Analysis and Process Improvement for daily operations and compliance regulations.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- B.S. Information Technologies – American Military University – 2016
- MBA – Baylor University, Waco, TX – In Progress

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Project Management Professional (PMP), Project Management Institute (PMI)
- Master Trainer Certification, Florida State University
- Curriculum Developer Certification, Florida State University/United States Marine Corps

HARDWARE/SOFTWARE SUMMARY (BE SPECIFIC)

Information required should include: environments, hardware, software, tools and databases.

- Technologies Implemented: Sharepoint for Enterprise (distributed operations environment), VoIP/SVoIP, SQL, TimeClock Plus with integration to Oracle, Workday, AESOP, ADP, and other ERP platforms.

REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Attachment E, Business References have been completed.

PROPOSED STAFF RESUME FOR RFP 3516

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Data Management, Inc. (dba TimeClock Plus)***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Zane Sewell***	**Key Personnel: (Yes/No)**	***Yes***
Classification; i.e., Project Manager, Implementation Lead, etc.	***Program Manager of Professional Services***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

- Lead a team of Project Managers, Implementation Specialists, and Solutions Engineers to implement TimeClock Plus time and attendance software according to industry standards while following PMI best practices.
- 3+ years in technology support and implementation roles with an emphasis on data security and compliance for various financial institutions, private businesses, public entities, and non-profit organizations.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project/position and software/hardware used during the project engagement.

- Project Manager for implementation of TimeClock Plus v7 software for public sector client totaling 3,000+ employees integrating with iTCCs payroll software.
- Project Manager for implementation of TimeClock Plus v7 software for public sector client totaling 1,600 employees integrating with PeopleSoft payroll software.
- Project Manager for implementation of TimeClock Plus v7 software for private sector client totaling 4,300 employees integrating with Vista payroll software.
- Tier II Engineer - Managed the migration of SaaS email security, encryption, and archive retention services for 100+ entities over a 9 month period with a firm completion date due to previous vendor's End Of Life timeline while resulting in minimal downtime and no data loss.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- B.B.A. Management Information Systems – Angelo State University – San Angelo, Texas – 2014

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Cisco Certified Networking Associate (CCNA) – 2016
- Windows, Enterprise Desktop Administrator – 2016
- Microsoft Certified Professional – 2015
- CompTIA Network+ - 2015

HARDWARE/SOFTWARE SUMMARY (BE SPECIFIC)

Information required should include: environments, hardware, software, tools and databases.

- TimeClock Plus integrations with Peoplesoft, Clarity Paymate, SunGuard BusinessPLUS, iTCCs, AESOP, Deltek, SISFin, CSIU, New World, Infinite Visions.
- Additional software implementation experience includes Microsoft SQL (installation, maintenance, and backup), Office 365, Google Apps, Reflexion by Sophos, MxLogic by Mcafee, Zix encryption, Skype for Business, Fiserv core software, VMware virtualization, ShoreTel and Cisco Voip solutions, Duo multi-factor authentication.
- Hardware implementation experience includes various Cisco network equipment and Dell business line servers and workstations.

REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Attachment E, Business References have been completed.

PROPOSED STAFF RESUME FOR RFP 3516

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Data Management, Inc. (dba TimeClock Plus)***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Richard Parsons***	**Key Personnel: (Yes/No)**	***Yes***
Classification; i.e., Project Manager, Implementation Lead, etc.	***Assistant Program Manager – Professional Services***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***4***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

With 10+ years of technical customer service experience, I have assisted thousands of customers and led dozens of implementations ranging from 10 to 5,000 employees. I serve as an SME for TimeClock Plus and related technologies within Professional Services Department. My wide-ranging technical experience allows me to work well for customers with unique business requirements, network sign-on, and configuration needs.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project/position and software/hardware used during the project engagement.

- **TIMECLOCK PLUS EXPERTISE**
  - 4+ years of TimeClock Plus Implementation experience with Public and Private Sector customers.
  - Technical resource for 100+ projects.
  - Extensive product knowledge across multiple versions: 4.0, 4.1, 4.2, 5.0, 6.0, Web 3.0, Hybrid 3.0, v7.
- **RECENT PROJECTS**
  - **Houston Independent School District** – Implemented 3,000 employees across multiple departments (annualized and hourly employees)
  - **Glendale Elementary School District** – Implemented 5,000 employees across multiple departments (annualized and hourly employees) and integrated leave tracking for substitutes and teachers
  - **Perry Township Schools** – Implemented 1,000 employees and integrated leave tracking for substitutes and teachers
  - **Tucson Unified School District** – Implemented 8,000 employees across multiple locations and departments (annualized and hourly employees) and integrated leave tracking for substitutes and teachers
  - **Brownsville Independent School District** – Implementing 4,000 employees across multiple departments (annualized and hourly) and integrating leave tracking for substitutes and teachers

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- B.S. Business Administration – Angelo State University, San Angelo, TX – 2013

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Network+, CompTIA

HARDWARE/SOFTWARE SUMMARY (BE SPECIFIC)

Information required should include: environments, hardware, software, tools and databases.

- Configured integrations between multiple Payroll applications: Sungard, Munis, InfiniteVisions, SISFin, QuickBooks, Banner, ADP, Great Plains, Incode, iTCCS, PayChex, PeopleSoft, SAGE, School Accounting Systems, Summit Software, Ultipro, TxEIS
- Configured integrations between other software applications: AESOP, SmartFind, WillSub, When2Work, GoLD, EMMA
- 2+ years of experience in networking and operating systems in high-security environments.
- Extensive experience with relational databases, scripting, and SQL management.

REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Attachment E, Business References have been completed.

PROPOSED STAFF RESUME FOR RFP 3516

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Data Management, Inc. (dba TimeClock Plus)***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Zachary Orzech***	**Key Personnel: (Yes/No)**	***Yes***
Classification; i.e., Project Manager, Implementation Lead, etc.	***Project Manager***		
# of Years in Classification:	***9***	**# of Years with Firm:**	***14***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

- 10+ years experience implementing Time & Attendance solutions including Public sector, Private sector, and Enterprise level organizations.
- Skilled in business operations, numerous levels of experience with multiple departments throughout Data Management, Inc. Lead teams throughout quality assurance, customer technician/support, and project management processes.
- Performed 150+ successful onsite implementations from start to finish and additional remote implementations.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the project/position and software/hardware used during the project engagement.

- Lead Project Manager for over 100 onsite and remote implementations and over 35K employees.
- Built standard operating procedures for Professional Services Department implementation timelines.
- Managed and mitigated risks and issues for department wide implementations as Customer Engagement Manager.
- Utilized various project management software such as Microsoft Project, Wrike, Salesforce, and Basecamp to complete projects.
- Fourteen years of knowledge and experience troubleshooting network, server, software, database, and personnel related issues.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- Associates of Applied Science MIS – Howard Community College, San Angelo, TX – 2013
- B.S. MIS – Park University, Parkville, MO – In Progress

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

- Project Management Certification – In Progress

HARDWARE/SOFTWARE SUMMARY (BE SPECIFIC)

Information required should include: environments, hardware, software, tools and databases.

- Technologies Implemented: Wireless, SQL, TelClock, LDAP, CAS-SSO, TimeClock Plus with integration to Workday, Aesop, and other ERP platforms.

REFERENCES

A minimum of three (3) references are required, including name, phone number, fax number and email address.

Attachment E, Business References have been completed.

TimeClock Plus®

a better sense of time℠

Implementation Methodology & Sample Project Plan

TimeClock Plus v7

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Professional Services Overview

TimeClock Plus combines Project Management Institute (PMI) and ITIL best practices in the implementation of TimeClock Plus. Our overall approach is designed to guarantee implementation success by addressing four stages of the service lifecycle; service strategy, service design, service transition, and service operation. Our intent is to create a profile of business activity, outlining attributes and requirements for the service which will become our service level requirements. Using these foundational business needs, we will draft a project plan, outlining scope, resources, and timelines. This process will be a joint exercise and become the baseline for service level management during the implementation.

Approach to Organizational Change Management

To facilitate a successful implementation we must address all business units that will be impacted by the implementation of TimeClock Plus. The key to addressing service strategy will be to define business value through the identification of existing requirements, processes, and available resources. An impact assessment and full business process analysis for human resources, accounting/payroll, information technology, and general operations should be performed in order to solidify an overall implementation strategy and identify risks.

As we gather requirements, we may advise the inclusion of other departments based on the uniqueness of your business. This approach will allow for proper service design where we will convert the customer's requirements into solutions that meet business demands for functionality, quality, reliability, and flexibility. This process will define capacity requirements for services and components which will be recorded for the technical team for configuration of the service environment to meet the customer's needs.

All project resources will be involved in the service strategy, design, and transition processes to ensure proper project planning and timely delivery of services. All processes will be outlined in the final project plan and resources assigned to the various tasks.

Required Resources/Staffing Plan

Customer Resources:

Customer stakeholders include the Project Manager, Information Technology Manager, Human Resources Manager, Accounting/Payroll Manager, and Operations Manager. These individuals, along with others that may be identified during the implementation, should be documented in the contacts section within this document and in the project charter.

TimeClock Plus Resources:

TimeClock Plus stakeholders will include a Project Manager, Implementation Specialist, Solutions Engineer, Professional Services Program Manager, Account Manager, Customer Support Manager, and Executive Sponsor. If necessary, we may involve technical specialists depending on the needs. These individuals will be introduced during the implementation and will be documented in the project charter.

Implementation Communication Plan

Management:

All management level communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve resource allocation, requirements gathering, delivery planning, project status updates, and project closure announcements. This communication will be delivered through e-mail, unless other means are preferred by the customer. Identified managers will be included on a weekly project status conference call and monthly project governance calls.

Operations:

All operations support communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve remote and in-person training requirements, scheduling of "on-sites", implementation timelines, and the transition to customer support. This communication will be delivered through e-mail, unless other means are preferred by the customer. Identified operations support staff will be included on periodic implementation conference calls.

Technical:

All technical communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve systems requirements gathering, software/hardware installations, and configurations. This communication will be delivered through e-mail, unless other means are preferred by the customer. All third-party vendors integrating with TimeClock Plus should also be included on the technical calls as applicable. Identified technical staff will be included on periodic implementation conference calls.

Organizational Readiness

This section outlines items to address in preparation for implementing TimeClock Plus. These topics are intended to facilitate organizational discussion and promote the incorporation of the industry standards that TimeClock Plus was built on.

1) Scheduling – Determine a target go-live date for the implementation of TimeClock Plus. Also note if this will be a complete rollout to all employees or if the implementation will be staggered by location/department. Key items to consider are time for data migration, system configuration, hardware/software installation, training, and testing.

2) Data Gathering – The customer should begin identifying sources of relevant data for import into TimeClock Plus. Information to be imported include Employees, Job Codes, Leave Codes, and Schedules. The customer will need to identify any custom fields and data requirements to be included in the configuration during service design.

3) Clock Operations – For physical timeclocks, determine location and installation requirements necessary for the hardware purchased. Key items to identify are power and networking requirements as well as accessibility by employees. Clocks will be installed and configured by the customer with TimeClock Plus direction unless other arrangements are made.

   If using web clock from a computer or another web enabled device, discuss hardware/software requirements and access restrictions that may need enabling. If using mobile apps, determine the setup requirements and the operational impact of using a mobile solution.

4) Management Operations – Identify who will require access to TimeClock Plus Manager and other system applications along with the roles these users will perform. These users often include HR Administrators, Payroll/Accounting Staff, Department Managers, and IT Staff.

5) Training – Determine the target audience for each role that will use TimeClock Plus. These roles often include clocking employees, managers, HR administration, Payroll/Accounting administration, and IT administration. Training can be performed onsite or remotely, both via group sessions or train-the-trainer approach.

Data Migration Plan

Preparation:

Document what types of data will be imported into TimeClock Plus via manual or auto-import. If any additional data will be imported from a third-party, identify the source. TimeClock Plus will provide an Importable Fields Template during planning. Data for consideration:

- Employee Information
- Employee Roles
- User Information
- User Access
- Job Codes
- Cost Codes
- Schedules
- Employee Accruals

The TimeClock Plus project team is well versed in data manipulation and can assist in the formatting of data and files for import into TimeClock Plus. It will however be the customer's responsibility to validate this data after import.

Implementation Project Plan

The following work packages are completed during an implementation of TimeClock Plus. Tasks within each work package will be assigned an expected delivery date and resource responsible for completing the task. Not all tasks may be necessary for every implementation and may be removed or altered as necessary. Weeks listed are for example only as timelines can changed based on the preferred approach.

WEEK 1

Initiation Phase – Service Strategy

1) *Kick Off*

Details: Kick off of the project is held to introduce the Customer's Project Team and the TCP Project Team. This call is used to discuss and understand the scope of work to be performed and lay out expectations for communication and the overall project. The Kickoff Meeting should include the major stakeholders for the project including but not limited to an HR representative, Payroll personnel, IT Department representatives, or any other party familiar with the organization's business rules.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Program Manager, Director of Professional Services
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: None

WEEK 2 - 3

Discovery Phase – Service Strategy & Design

1) *Discovery & Requirements Gathering*

Details: Requirements Gathering is performed by TCP Project Team through interviews with the customer to better understand the business requirements and analyze the configuration needs for TimeClock Plus. These requirements are documented and then signed off on by the customer in order to move to the Planning Phase. Any custom development or export requirements will be identified and development estimates provided. Development will be scheduled during the Planning Phase. The Discovery Meeting should include the same stakeholders from the Kickoff Meeting, though the scope of the data gathering will be limited for IT personnel if a hosted solution is selected. Customer will be responsible for gathering relevant documentation and files for Discovery.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Solutions Engineer, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Kick Off

2) *Initiation & Discovery Phase Gate*

Details: This Phase Gate meeting is held to make sure that the Requirements are verified and accepted by the customer and that we are ready to move in to the Planning Phase. This meeting includes your Project Sponsor and Project Leader and the Project Manager from TimeClock Plus.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Discovery & Requirements Gathering

WEEK 4 - 5

Planning Phase – Service Design

1) *Project Plan Creation and Sign-off*

Details: TCP Project Team and the Customer's Project Team will work together to build the timeline and strategy for the remainder of the project. Included in this plan will be any development items with projected time to delivery. After creating this plan will be verified and accepted by the TCP Professional Services and Customer's Project Team.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: None

2) *Communication Plan Creation and Sign-off*

Details: TCP Project Team and the Customer's Project Team will work together to build a Communication Plan that outlines the meetings, dates, and times required for completion of the Delivery Phase. After creation this plan will be verified and accepted by the TCP Professional Services Team and Customer's Project Team.
Responsible Party: TCP Project Manager and Customer's Project Team
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: None

3) *Planning Phase Gate*

Details: This Phase Gate meeting is held to make sure that the Project and Communication Plans are verified and accepted by the customer and that we are ready to move in to the Delivery Phase. This meeting will include your Project Sponsor and Project Leader and the Project Manager and Implementation Specialist from TimeClock Plus.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Project Plan and Communication Plan Creation/Sign Off

WEEK 6 - 22

Delivery Phase – Service Design & Transition

1) *Core Configurations*

Details: The Delivery Phase is performed by the TCP Project Team and the Customer's Project Team to complete the activities defined within the project plan. The Core Configurations will revolve around Data Imports, Adaptor Setup, and Company Defaults. The meetings in these phase are in line with the Communications Plan and cover all of the tasks outlined in the Project Plan. This will be the longest phase as configurations are made and verified to meet the established requirements and the organization's business rules. Customers are responsible for verifying configurations meet their business rules.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Planning Phase Gate

1) *Module Configurations*

Details: The TCP Project Team and the Customer's Project Team will complete the activities defined within the project plan. The Module Configurations will revolve around specific modules purchased by the customer (i.e. Job Costing, Advanced Scheduler, CBEAB). Customers are responsible for verifying configurations meet their business rules.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Core Configurations

2) *Advanced Configurations*

Details: TCP Project Team and the Customer's Project Team will complete the activities defined within the project plan. The Advanced Configurations will revolve around Clock Configurations, Notifications, Global Rules, etc. Customers are responsible for verifying configurations meet their business rules.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Core/Module Configurations

3) *Payroll Verification*

Details: TCP Project Team and the Customer's Project Team test hour exports for accuracy. This Step involves inputting test hours (via parallel Pilot Operations or manual entry), and then verifying the export from TCP to your payroll system. Customers are responsible for verifying exports meet their business needs.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist

Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Core/Module/Advanced Configurations

4) *Training*

Details: The Implementation Specialist will provide requested Training sessions via remote sessions or onsite visits. These trainings can include Admin, Manager, Payroll, or Employee focuses. Customers are responsible for communicating training to their employees.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Core/Module/Advanced Configurations

5) *Go-Live (Pilot and Full Go-Live)*

Details: After configurations, customer testing acceptance, payroll verification, and training are completed, we will hold a Go/No Go Meeting. If TCP and Customer verify we are prepared to move forward, we will perform v7 cutover for live customer operations. Customers are responsible for communicating Pilot and Go-Live dates to employees.
If rollout/phased implementation is preferred, we will adjust project plan and repeat above steps as necessary
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Core/Module/Advanced Configurations, Payroll Verification, and Training

6) *Delivery Phase Gate*

Details: This Phase Gate meeting is held to make sure that the all Delivery Action Items are completed and accepted by the customer and that we are ready to move in to the Transition Phase. This meeting will include your Project Sponsor and Project Leader, and the Project Manager and Implementation Specialist from TimeClock Plus.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Go Live

WEEK 23

Transition Phase – Service Operations

1) *Issues/Outstanding Items Wrap Up*

Details: TCP Project Team and Customer's Project Team will meet to review any outstanding issues or items that have been logged. During this time we will work on this log to finalize any items or prepare to transition these over to TCP dedicated support team.
Responsible Party: TCP Project Manager

TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: None

2) *Project Close/Transition Phase Gate Meeting*

Details: This Phase Gate meeting is held to make sure that the all main implementation items are completed and accepted by the customer and that we are prepared to finalize the TCP Implementation and transition contacts over to Customer Support. This meeting will include your Project Sponsor and Project Leader, and the Project Manager, Implementation Specialist, and a Customer Support representative from TimeClock Plus.
Responsible Party: TCP Project Manager
TCP Parties: TCP Project Manager, Implementation Specialist
Customer Parties: Project Lead, HR Manager, Payroll Manager, IT Manager, Operations Manager
Prerequisites: Issues/Outstanding Items Wrap Up

Appendix 1 - Schedule

Task	Typical Duration to Complete*	Place of Performance	Requested Begin Date
Kick Off	Week 1	Remote	
Discovery & Requirements Gathering	Week 2 – 3	Customer Site	
Project Plan and Communication Plan Creation and Sign off	Week 3	Remote	
Core Configurations	Week 4 – 8	Remote	
Modules & Hardware Configurations	Week 4 – 13	Remote	
Advanced Configurations	Week 9 – 11	Remote	
Payroll Verification	Week 9 – 14	Remote	
Training	Week 14 – 15	Customer Site	
Pilot Group	Week 12 – 15	Remote	
Issues/Outstanding Items	Week 15 – 17	Customer Site & Remote	
Full Go Live	Week 16 – 22	Customer Site	
Issues/Outstanding Items Wrap Up	Week 23 – 24	Remote	
Project Close	Week 25	Remote	

Appendix 2 – Stakeholder Register

Customer Contacts Section:

Role	Name	Title	e-mail	Phone
Project Lead/Manager				
HR Manager				
Payroll/Accounting Manager				
Operations Manager				
IT Manager				

TimeClock Plus Contacts Section:

Role	Name	Title	e-mail	Phone
Project Manager	TBD			
Implementation Specialist	TBD			
Solutions Engineer	TBD			
Program Manager	Zane Sewell	Program Manager	Zane.Sewell@timeclockplus.com	325.223.9500
Process Owner	Ian Fisher, PMP	Asst. Director of Professional Services	Charles.fisher@timeclockplus.com	325.223.9500
Service Owner	Derek McIntyre, PMP	Director of Professional Services	Derek.McIntyre@timeclockplus.com	325.223.9500
Account Manager	Brandon Corbin	Enterprise Sales Mgr.	Brandon.Corbin@timeclockplus.com	800.749.8463

Appendix 3 – Training Plan

Trainining	Trainer	Trainee Group	Location	Schedule
Payroll	TBD	TBD	Onsite	
Admin	TBD	TBD	Onsite	
Manager	TBD	TBD	Remote	
Employee	TBD	TBD	Remote	

Training Methodology:

As part of Service Transition TimeClock Plus Professional Services will evaluate the training requirements specific to each department and work with the project team to develop a training plan that fulfills their unique business needs.

The TimeClock Plus Trainer can utilize various methods as appropriate to deliver training. These methods include onsite classroom instruction, onsite one-on-one instruction, web-based trainings, shared webinars, pre-recorded videos, system manuals, and custom documentation if needed.

To reduce costs for the customer and to maintain flexibility, TimeClock Plus Professional Services uses a cascade model (train-the-trainer) for training, which involves educating smaller groups of individuals who then provide training to others within the organization. This train-the-trainer approach is particularly useful if a staggered training delivery process is needed due to trainees not being centrally located or having conflicting availability. The TimeClock Plus Project Manager will discuss the appropriate training process with the project team during project initiation and planning.

Appendix 4 - Project Change Request

Customer Name & Number			
TCP Project Manager		***Evaluated by***	
Requested by		***Decided by***	
Submitted by		***Date Requested***	
Evaluated by		***Date Evaluated***	
Decided by		***Date Decided***	

Change Request Identification - Completed by TimeClock Plus Project Manager	
Change Request #	
Change Title	

Change Request Details - Completed by Requestor	
Description	
Justification	
Cause	
Priority	

Evaluation - Completed by Approver/Approver Team	
Scope	
Schedule	
Cost	
Quality	
Risk	
Project management	
Evaluator's priority	
Alternatives and recommendation	

Implementation Options - Completed by TimeClock Plus Project Manager

Appendix 5 – Draft Work Breakdown Structure

Title: TimeClock Plus Implementation	Duration
TimeClock Plus	
1. Initiation Phase	10 Days
1.1 Review Business Case/Needs Analysis	
1.1.1 Review needs analysis information per the Pro. Svcs. Implementation Request/Request for Proposal	
1.1.2 Schedule Project Kickoff Call	
1.1.3 Create Features List	
1.1.4 Create Technical Specifications per the Config. Form and Features List (use the template)	
1.1.5 Determine TCP Features	
1.2 Create Project Charter (Conditional based on project type)	
1.3 Kick-Off Meeting	
1.3.1 Identify/Validate the Project Team and Stakeholders	
1.3.2 Create a Contact List of all Project Team Members and Stakeholders	
1.3.3 Schedule Kickoff call with Customer, IS & Sales	
1.3.4 Create & send Agenda to customer & TCP project team	
1.4 Hold kick-off meeting	
1.4.1 Review Configuration Questionnaire	
1.4.2 Review Features List	
1.4.3 Review Project Charter	
1.4.4 Review Project Lifecycle Framework	
1.4.5 Review the Deliverables to be completed for this project	
1.5 Obtain Project Charter Sign-off	
Milestone: Initiation Phase Complete	
2. Discovery Phase	5 Days
2.2 TCP Core Software Discovery meeting	
2.2.1 Review Clock Hardware Configurations	
2.2.2 Review Badge Parsing or Biomentric Requirements for TCP	
2.2.3 Review Employee Clock Interactions	
2.2.4 Review TCP Manager Features	
2.2.5 Review Missed Punch Handling	
2.2.6 Review Break Rules/Needs	
2.2.7 Leave Request Management	
2.2.8 Review Schedule Needs	
2.3 Payroll Software Integration Discovery Meeting	
2.3.1 Payroll Software Requirements	
2.3.2 Job Code/Position Needs for Payroll Software	
2.3.3 Cost Code Needs for Payroll Software	
2.3.4 Payroll Export Schedule	
2.3.5 Other Technical Requirements	
2.3.6 Integration of Time Collection Devices	
2.3.7 Employee Workflow Discussion	
2.4 Create and Send Requirements (Technical & Functional) for customer sign-off (Required)	

2.5 Obtain Customer Sign-off of Requirements

Milestone: Discovery Phase Complete

3. Planning Phase	10 Days

3.1 Project Plan
3.1.1 Develop project budget and schedule
3.1.2 Schedule meeting to review Project Plan with Customer and IS
3.1.3 Hold meeting to review Project Plan with Customer and Implementation Specialist
3.2 Create Supplemental Delivery Phase Documents:
3.2.1 Create Communication Plan
3.2.2 Begin updating Issue/Risk Log
3.2.3 Create Test Strategy for User Acceptance
3.2.4 Create Training Plan and Schedule

Milestone: Planning Phase Complete

4. Delivery Phase	74 Days

4.1 Schedule Meetings/email updates according to communication plan
4.2.2 Create Training Plan (Required)
4.2 TCP Software and module verification
4.3 TCP Manager Configuration
4.3.1 Install TCP Software
4.3.2 Walk Through of v7 with Customer (for Users)

Milestone: Installation of TCP Software & Initial Training Complete

4.3.3 Hardware
4.3.3.1 Provide Hardware documentation
4.3.3.2 Install Hardware
4.3.3.3 Configure Clocks/Mobile App settings
4.3.3.4 Test Clock Operations

Milestone: Installation of TCP Hardware Complete

4.3.4 Core Configurations
4.3.4.1 Verify Import Files with Customer
4.3.4.2 Add/Import Job Codes and Cost Codes
4.3.4.3 Configure Advanced Job Code Settings
4.3.4.4 Add/Import Employees
4.3.4.5 Assign/Import Job Codes to Employees
4.3.4.6 Create & Assign Employee Roles
4.3.4.7 Create User Profiles
4.3.4.8 Create & Assign User Roles
4.3.4.9 Configure Company Default Settings

Milestone: Core Configurations Complete

4.3.5 Advanced Configurations
4.3.5.1 Recurring Schedules (as required)
4.3.5.2 Request Templates
4.3.5.3 Clock Configurations
4.3.5.4 Holiday Calendar (as required)

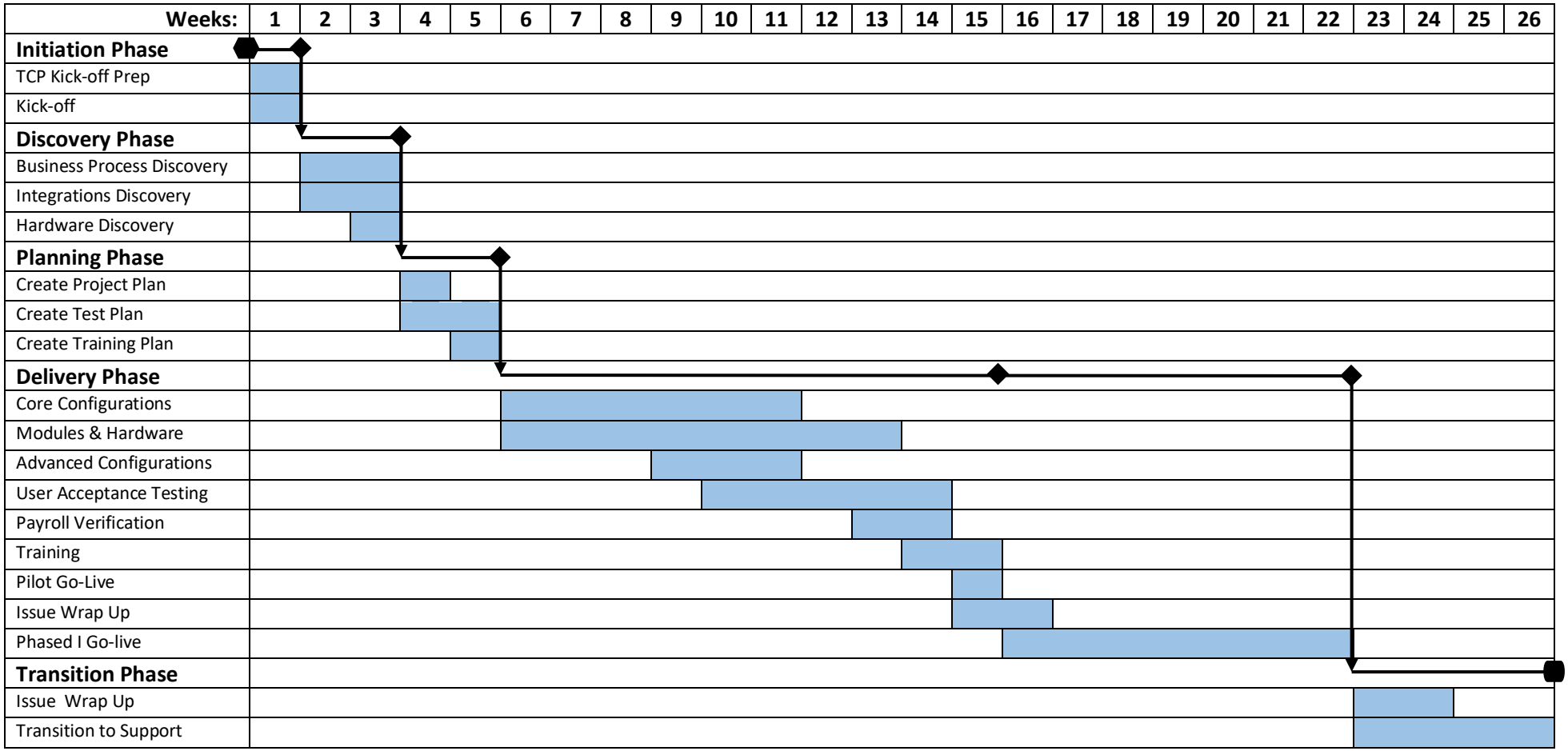
Milestone: Advanced Configurations Complete

4.3.6 Module Configurations
4.3.6.2 Payroll Module

4.3.6.4 Auto Import
4.3.6.7 Employee Access Builder
4.3.6.9 Mobile Clock Settings
Milestone: Module Configurations Complete
4.3.7 Initial Payroll Validation
4.3.7.1 Insert Test Data with Customer
4.3.7.2 Test Payroll Module with Customer
4.3.7.3 Conduct Validation Analysis with Customer
Milestone: Initial Payroll Validation Complete
Milestone: Configuration Complete
4.4 Training
4.4.1 Admin
4.4.1.1 Review Admin Workflow
4.4.1.2 Schedule Admin Training
4.4.1.3 Train Admin Personnel (Onsite)
4.4.1.3 Train Admin Personnel (Remote)
Milestone: Training of Admin Personnel Complete
4.4.2 Manager For Pilot Group
4.4.2.1 Review Manager Workflow
4.4.2.2 Schedule Manager Training
4.4.2.3 Train Managers (Remote)
4.4.2.3 Train Managers (Onsite)
Milestone: Training of Managers For Pilot Complete
4.4.3 Employees for Pilot Group
4.4.3.1 Review Employee Workflow
4.4.3.2 Schedule Employee Training
4.4.3.3 Employee Training (Remote)
4.4.3.3 Train the Trainer (Onsite)
Milestone: Training of Employees Complete
4.4.4 Payroll
4.4.4.1 Review Payroll Workflow
4.4.4.2 Schedule Payroll Training
4.4.4.3 Train Payroll Personnel (Onsite)
4.4.4.3 Train Payroll Personnel (Remote)
Milestone: Training of Payroll Personnel Complete
Milestone: Training Complete
4.5 Pilot Go Live
4.5.1 Perform Clock Operations with Pilot Group
4.5.2 Review Payroll Reconciliation
4.5.2.1 Verify hours are exporting out of TCP
4.5.2.2 Verify hours are importing into Payroll System (Customer)
4.5.2.3 Signoff on Export Module Functionality
Milestone: Review of Payroll Reconciliation Complete
Milestone: Pilot Go Live Complete
4.6 Go Live
4.6.1 Train Go Live/Roll Out Managers

4.6.2 Train Go Live/ Roll Out Employees
4.6.3 Complete Readiness Assessment
4.6.3.1 Develop Cut over Checklist
4.6.3.2 Review the Issues & Risks Log and Complete Any Outstanding Items
4.6.3.3 Go/No Go Signoff
Milestone: Go Live/Roll Out Readiness Assessment Complete
4.6.4 Review Payroll Reconciliation
4.6.4.1 Verify hours are exporting out of TCP
4.6.4.2 Verify hours are importing into Payroll System (Customer)
Milestone: Review of Payroll Reconciliation Complete
4.6.5 Verify issues log is complete
Milestone: Go Live/ Roll Out Complete
4.7 Delivery phase gate meeting
4.7.1 Review the Delivery Phase collective retrospective sheet
4.7.2 Complete the Delivery Phase Gate Checklist
4.7.3 Create & Send Project Status Reports to the Customer and Project Team
Milestone: Delivery Phase Complete
5. Transition Closure Phase 5 Days
5.1 Complete Project Review
5.1.1 Administer project completion survey
5.1.2 Close any outstanding issues and risks
5.1.3 Ensure that customer has TCP support information
5.4 Conduct Project Closing/Transition Meeting with new support team
5.4.1 Review the Transition Closure Phase collective retrospective sheet
5.4.2 Complete the Transition Closure Phase Gate Checklist
5.4.3 Create & send final status report
Milestone: Transition Phase Complete
Milestone: Project Complete

State of Nevada Department of Corrections High-Level Task Gantt



X. RESPONSE TO ATTACHMENT Q, REQUIREMENTS MATRIX

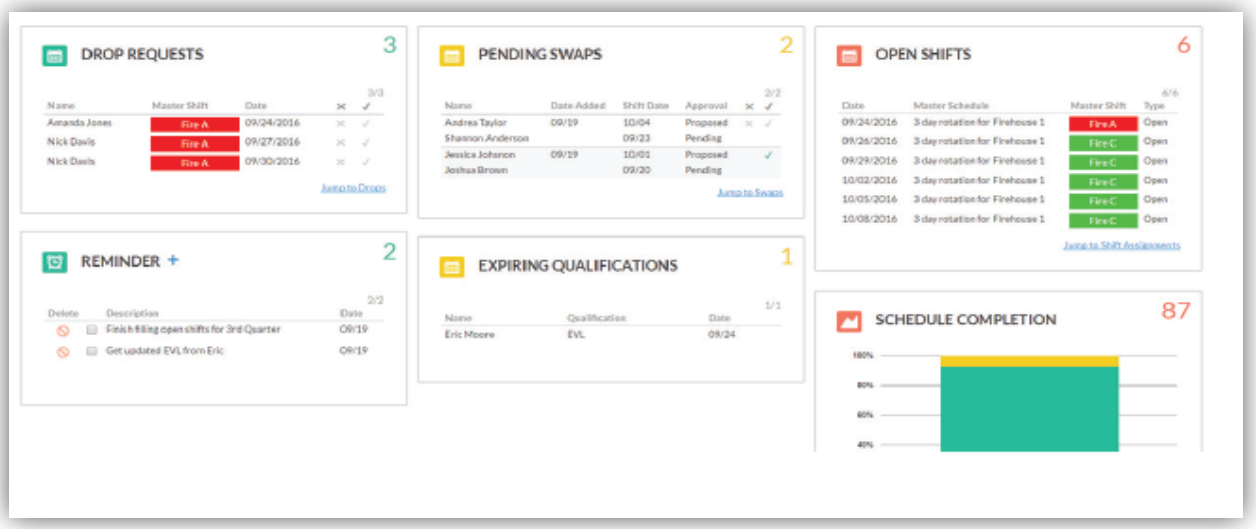
Response to Attachment Q, Requirements Matrix

Dynamic Scheduling Tools for the State of Nevada DOC

A complex problem that many corrections agencies face is the difficulty in scheduling employees where coverage is imperative for safety. Considering the risk of being understaffed in critical positions, it is imperative that schedulers and managers have a system that is easy to use, gives a clear line of sight to open positions, and also provides workers with an efficient process to drop, swap, or bid for shifts when schedule changes are necessary.

TimeClock Plus v7 software offers a comprehensive Advanced Scheduler to benefit both managers and employees with an innovative, best in class workforce solution. Managers will be able to better manage labor costs, reduce compliance risk, and easily comply with labor regulations in real time with features such as the Absence Management Process, Master Schedule, and Manager Dashboard. Employees will have the ability to modify their schedules, request time off, and swap and drop shifts all while using the Employee Dashboard to keep track of their most important tasks in TimeClock Plus.

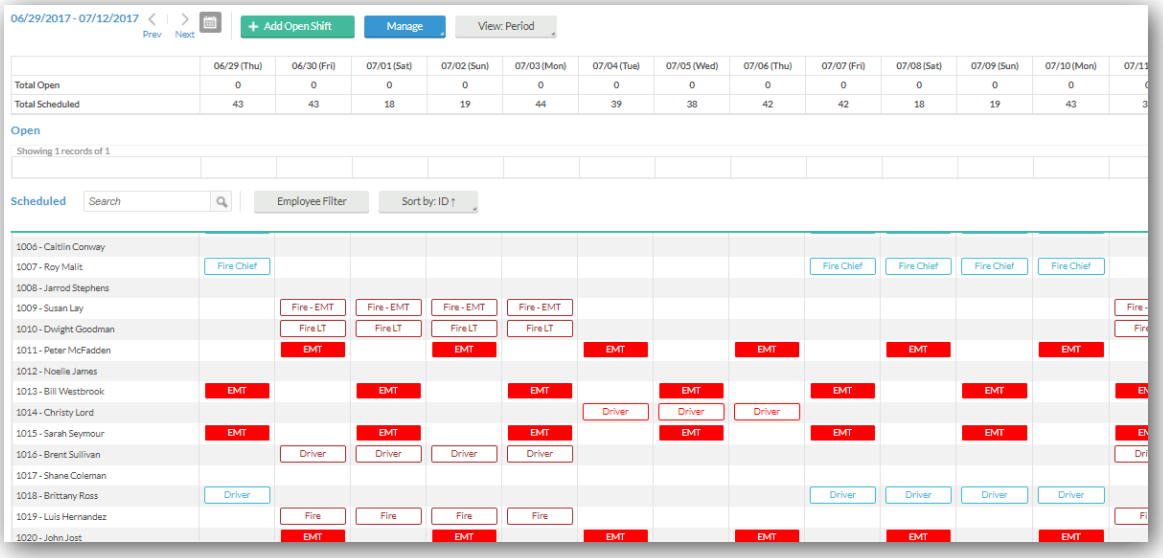
Scheduling Dashboard:



An effective Scheduling Dashboard will help visually display your schedule in comparison to your minimum staffing requirements saving you time and money. Streamlining your scheduling process helps achieve productivity gains and avoids costly overtime. But, most importantly, a sound process and high-quality tools also prevent staffing shortages that could put your professionals and citizens in danger.

Managers have a dashboard with customizable widgets to create a streamlined look into the most important functions of your workforce management. Managers will be able to easily view and approve employee drops, swaps, and pending shifts in real-time.

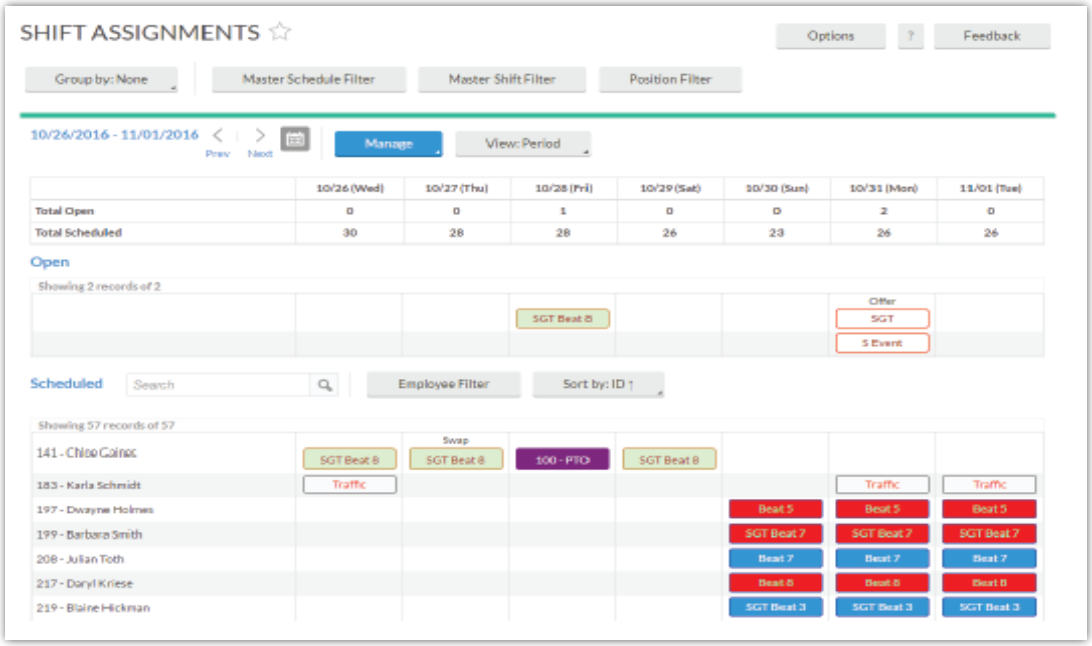
Shift Board:



The integrated Shift Board gives a quick view of dropped, swapped, and pending shifts for fast and easy approval. The Shift Board can be utilized by an employee to swap and drop shifts as well as accept overtime and shifts offered by management. While the manager view of the shift board gives the manager the capability to view and approve swaps and drops made by employees in addition to offering open shifts and overtime.

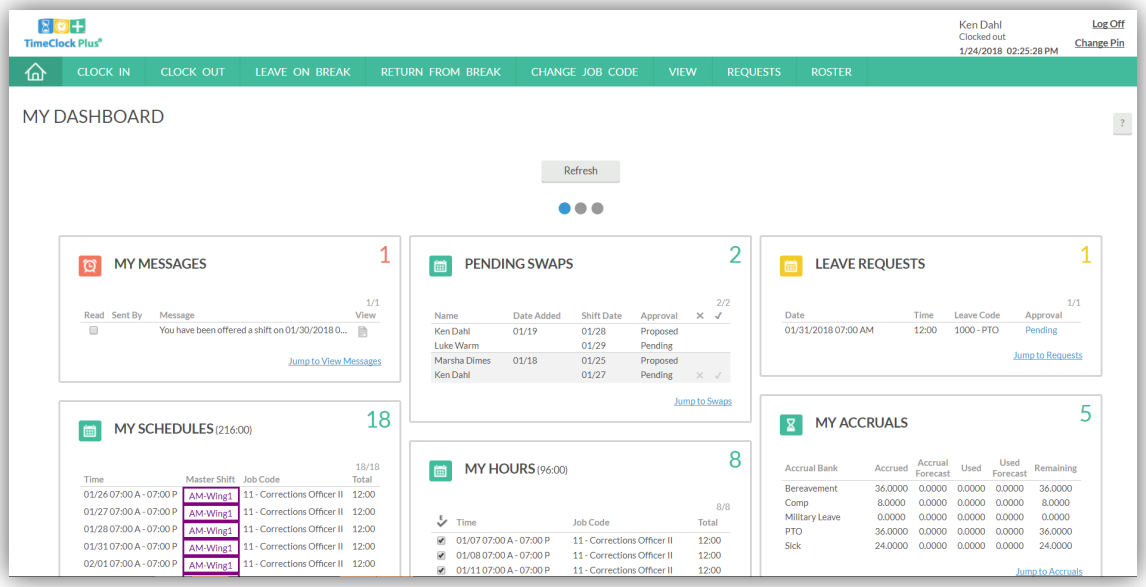
A visual schedule allows administrators to see real-time snapshots of schedules in any period with simple drag and drop assignments and offers for open shifts.

Visual Schedule:



With the Advanced Scheduler, employees can use the Roster Menu to view the entire department schedule and see who is working at any time of the day. This allows employees to swap shifts with coworkers or request a drop.

Employees will also have access to the Employee Dashboard with different widgets to give the employee a streamlined look into their most important functions. Managers will have the ability to customize each specific employee dashboard based upon their role.



The TimeClock Plus Scheduler will provide the state a clear pathway for supervisors to efficiently manage employee schedules, eliminate gaps in coverage, provide equal overtime opportunity to eligible employees, and prevent unforeseen labor costs. Managers get a bird's eye view of an entire location or department with Master Schedule. Shifts are configured up to a year in advance and can be published once or set to recur. Employees may then check schedules with ease from PCs and mobile devices. Below is a sampling of the incredible visibility provided within the TimeClock Plus system.

Expiring Qualification Report:

Expiring Qualification
For the period of 12/24/2017 to 1/13/2018

Number	Full Name	Qualification Abbr	Date	Expiration Information
4	Dan Druff	Safety	12/24/2017	Expired 15 days ago
5	Ella Vader	CPR	01/13/2018	Expires in 5 days
6	Frank Enstein	EVL	01/10/2018	Expires in 2 days

Offer Log:

Offer Log

? Feedback

Master Schedule **PD - Patrol**
Master Shift **2PatrolAM**
Shift Time In **01/17/2018 06:00 AM**
Shift Time Out **01/17/2018 06:00 PM**

Sequence Name **Offer to Everyone**
Sequence Type **All**
Offer Type **Multi Accept**

Reason Open **Unassigned (ADMIN)**
Time Offered **01/08/2018 09:52 AM**
Pay Type **Normal**

Assigned by User
Created by User **ADMIN**

Search

Showing 18 records of 18

ID	Name	Time Notified	Time Expired	Locked?	Status
1	Anna Conda	01/08/2018 05:06 PM			Employee has not responded
2	Barbara Seville	01/08/2018 05:06 PM			Employee marked themselves as interested at 01/08/2018 05:07 PM
3	Chris P. Bacon	01/08/2018 05:06 PM			Employee has not responded
4	Dan Druff	01/08/2018 05:06 PM			Employee marked themselves as interested at 01/08/2018 05:07 PM
5	Ella Vader	01/08/2018 05:06 PM			Employee has not responded
6	Frank Enstein	01/08/2018 05:06 PM			Employee marked themselves as interested at 01/08/2018 05:11 PM
7	Gene Poole	01/08/2018 05:06 PM			Employee has not responded

Close

Scheduled Overtime Report:

Scheduled Overtime
For the period of 12/24/2017 to 12/30/2017

Employee ID	Name	Date/Time	Job Code	Overtime 1	Overtime 2	Total
1	Anna Cond	Mon 12/25/2017 06:00 AM - 06:30 PM	51-Correctional Officer	12:30	0:00	12:30
		Wed 12/27/2017 06:00 AM - 06:30 PM	51-Correctional Officer	2:30	0:00	2:30
		Fri 12/29/2017 07:00 AM - 12:00 PM	1001-Vacation	5:00	0:00	5:00
			Totals for Anna Conda	**20:00**	**0:00**	**20:00**
2	Barbara Se	Mon 12/25/2017 06:00 AM - 06:30 PM	51-Correctional Officer	12:30	0:00	12:30
		Wed 12/27/2017 06:00 AM - 06:30 PM	51-Correctional Officer	4:00	0:00	4:00
			Totals for Barbara Sevill	**16:30**	**0:00**	**16:30**
3	Chris P. Bac	Mon 12/25/2017 12:00 PM - 12:00 AM	1001-Vacation	12:00	0:00	12:00
			Totals for Chris P. Bacon	**12:00**	**0:00**	**12:00**
4	Dan Druff	Mon 12/25/2017 12:00 PM - 12:00 AM	51-Correctional Officer	12:00	0:00	12:00
			Totals for Dan Druff	**12:00**	**0:00**	**12:00**
5	Ella Vader	Mon 12/25/2017 06:00 PM - 06:00 AM	52-Correctional Supervisor	12:00	0:00	12:00
			Totals for Ella Vader	**12:00**	**0:00**	**12:00**
6	Frank Enste	Mon 12/25/2017 06:00 PM - 06:00 AM	51-Correctional Officer	12:00	0:00	12:00
			Totals for Frank Enstein	**12:00**	**0:00**	**12:00**
			Control Totals:	**84:30**	**0:00**	**84:30**

Overtime Equality Offer Report:

Name 2PatrolAM
Primary Position Police Officer
Start time 01/17/2018 06:00 AM

Description PD B AM
Reason Open Unassigned (ADMIN)
Shift length 12:00

Opened On 01/08/2018 09:52 AM
Employee Filter Applied

Show only interested responses

Search

owing 28 records of 28

Offer	✓		Response Time	ID↑	Name	Location	Schedule Group	Hire Date	Rate	Hours Until OT
✓		●		1	Anna Conda		PATROL	02/09/2010	0.00	16:30 in OT1
✓		●		1	Anna Conda		PATROL	02/09/2010	0.00	16:30 in OT1
✓	✓	●	01/08 05:07 PM	2	Barbara Seville	NC	PATROL	03/22/2010	0.00	16:30 in OT1
✓		●		2	Barbara Seville	NC	PATROL	03/22/2010	0.00	16:30 in OT1
✓		●		3	Chris P. Bacon		PATROL	04/25/2010	0.00	21:00 in OT1
✓		●		3	Chris P. Bacon		PATROL	04/25/2010	0.00	21:00 in OT1
✓	✓	●	01/08 05:07 PM	4	Dan Druff		PATROL	09/19/2010	0.00	12:00 in OT1

Implementing Your Solution

TimeClock Plus has included a detailed Preliminary Project Plan (See Section IX) addressing your implementation requirements. Following Project Management Institute's best practices, we work projects in five iterative phases: initiation, discovery, planning, delivery, and transition to long-term support. TimeClock Plus has successfully implemented thousands of solutions with this approach. We find that breaking up the implementation into easily identifiable milestones allows the project team to focus on groups of tasks – limiting scope creep and enabling accurate progress reporting.

TimeClock Plus, as part of service strategy and design, will spend significant time in the discovery phase completing a business process analysis to map all existing systems, services, and related processes. We recommend configuring TimeClock Plus to meet not only your existing requirements, but also all anticipated organizational needs. Via strategic project planning and starting with a thorough discovery, we work to minimize organization disruption across departments and locations.

During planning, each task will be appropriately scheduled for completion and resources will be assigned specific responsibilities for timely delivery. The weeks listed in the Preliminary Project Plan are general examples and will be finalized during the planning phase. The amount of time for each task can vary depending on the organization and its needs.

The delivery phase will entail a collaborative effort by the project team to ensure all service requirements are met and that the anticipated needs in the service design are accommodated. A sandbox environment will be established to test core configurations, settings, and any advanced module configurations related to scheduling. As part of service transition, a test plan will be finalized and the State's project team will begin user acceptance testing (UAT). At all times our team will maintain centralized reference documents that organize all of the information needed for implementation and risk mitigation. Leveraging the communication plan created during the initiation phase, our Project Manager will provide regular progress reports along with the rolling action item list and risk register. We encourage open dialogue and frequent communication between your project team and our implementation group.

Once UAT is complete, a series of meetings will be held with the project team and service owner to discuss Go Live considerations. Having multiple departments and various locations, a phased Go Live and iterative project plan may be advisable. Either way, the TimeClock Plus project team will identify all risks and steps to be completed for a smooth service transition. Training will be completed before Go Live and TimeClock Plus resources will be onsite to assist on the Go Live date.

The State's implementation will be monitored for a time following all groups going live, and any resulting issues will be addressed by the project team through the transition phase. As the project comes to a close, our project team will introduce the service owner and administrators to your dedicated TCP support team for long-term maintenance and support.

Hypercare Support

As the State moves to service operations, a dedicated team of accomplished software technicians and development staff will be assigned to support TimeClock Plus Scheduling for the State. All calls, chat, and emails will be handled with the highest priority and live support will be provided for all inquiries. We maintain a 98 percent first-call resolution for support, with a less than five second average wait time. In the case of service interruption, our dedicated development team will be immediately available to troubleshoot and solve issues to ensure the continued success of your TimeClock Plus v7 service.

Our "Above and Beyond" approach drives everything we do in delivering quality service management for our customers. Our company's success is a result of our dedication to the development of high quality, world-class applications and our unwavering commitment to doing business in a highly professional and ethically-sound way.

Optional Time and Attendance

In our proposal we have delivered information and pricing based on the scope of the RFP and immediate requirements of the State of Nevada DOC. Based on information provided from the State, we recognize gaps in other areas of the State's technology landscape including time and attendance tracking. Since this topic is so directly impactful to scheduling, overtime, and the overall scope of your workforce management process, we have included information to help the State recognize other elements available from TimeClock Plus, such as our time and attendance tracking, which will bring this project full circle and eliminate the gaps in your landscape.

Based on our familiarity with other government agencies, we understand the need for employee time collection and reporting should be intuitive, fast, and secure for both employees and managers. This ensures federal compliance and employee acceptance. Below we have showcased some available options used by other State Corrections Institutions across the U.S. These provide speed, accuracy and security. The following options have been proven reliable and successfully tested by the employees and staff within the State of Maryland's DPSCS. Time

Clock options for employee identification include the ability to utilize an ID number, a card with a magnetic or bar code, an RFID reader, as well as a camera for visual recognition of employees.

Biometric Proximity RDT 400 Touch

The Biometric Proximity RDT 400 Touch is a highly intelligent addition to our industry-leading concept of real-time labor tracking and features a user-friendly touch-screen interface, proximity reader, and finger recognition. Your agencies can enroll up to five fingers per employee to ensure they never have an excuse that they cannot clock in due to a hurt finger or some other reason relating to an individual finger. The recognition of an employee's finger is less than a second. Our 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.

This particular method is being successfully utilized today by the State of Maryland's Department of Public Safety and Correctional Services. The employees simply wave their proximity badge at the reader, place their finger on the scanner and press clock in or out – depending on the process. The State of Maryland DPSCS successfully clocks 7,600 employees at facilities across the State within a short window during every shift.

With Fallback Mode and network monitoring, internet downtime is never a concern. The RDT 400 boasts battery backup, Power Over Ethernet, as well as the ability to function in both online and offline modes. In the event that real-time communication between the clock and its host is lost, Fallback Mode allows the clock to temporarily store punches and will re-establish real-time communication when the internet is back up. At that point, all punches collected will be immediately delivered to the TimeClock Plus database. The RDT 400 has storage capacity for more than 500,000 punches in fallback mode.

Employees can access self-service functions at the timeclock such as viewing hours and approving them, scheduling swap and drop requests, viewing accrual balances, and viewing individual and shift schedules/rosters, etc. The self-service functions at the time clocks are just as easy as using a browser to perform them. The departments can set self-service blackout times at the clock to ensure optimal speed of transactions during high traffic times (such as the beginning or end of the day). This blackout option will not allow employees to perform self-service options like viewing hours, requesting time off etc. to ensure others are not slowed down during high traffic times.

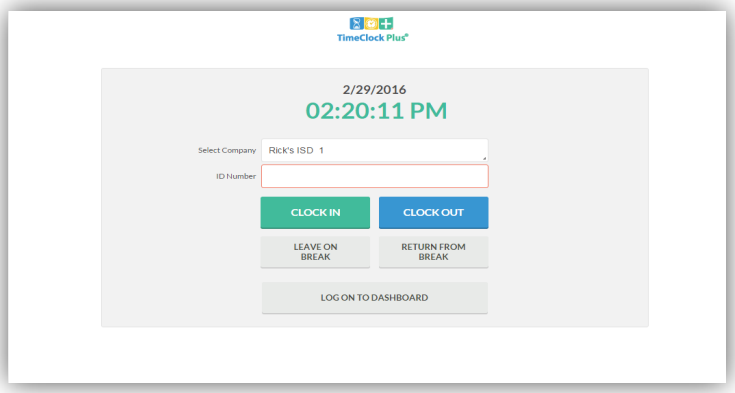
A flush-mounted internal camera is an option on the time clock for another way to validate the employees' identity. As an employee is clocking in/out, the camera would flash to alert the employee of their picture being taken and store the image in the software along with the function that was performed. As needed, that image can be accessed to ensure the identity of the employee is a match with the actual punch.

TimeClock Plus offers several maintenance levels for the timeclocks including but not limited to: general hardware support, expedited repair, and overnight clock replacement. Our proposal will include the latter of the maintenance options with overnight time clock replacement so that no site is concerned about an extended period of down time waiting on repairs.

Other Effective Time Collection Tools for the Nevada DOC

For those employees who have access to a pc and browser, WebClock is an interface for clock in/out, leave on break, view hours and schedules, or to perform employee self-service features such as time off requests, swap or drop shifts, or view schedule rosters. Using WebClock, employees perform time clock transactions from the convenience of their individual workstations or an accessible pc via browser. Day-to-day employee timekeeping functions are performed in a matter of seconds, making the employees' task of time recording as easy as possible.

WebClock and BioScan 7:



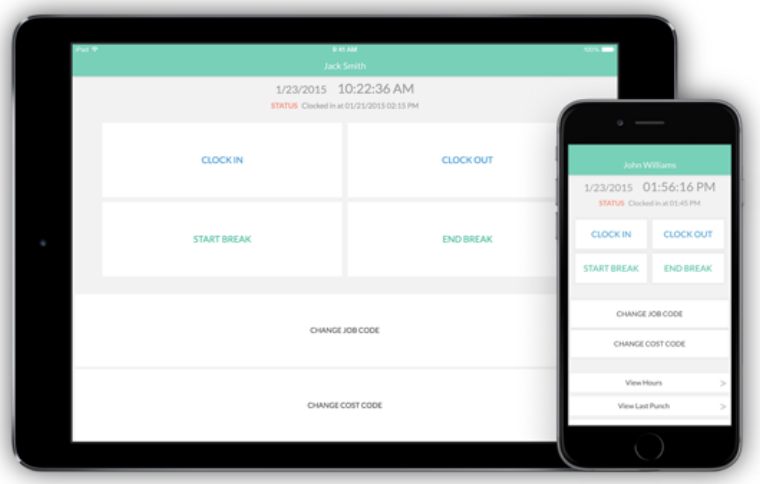
TimeClock Plus delivers innovative features to employees such as:

- Request time off
- View management messages
- View/Forecast leave balances
- View hours and add notes to time
- Approve hours and/or attest to time
- Clock In/Out/Leave on Break/Lunch
- Change positions or locations on the fly
- View schedules/request shift swaps or shift drops/view department roster
- Enter time sheets for exempt staff or others reporting exceptions to their hours

The BioScan 7 is an alternative to the biometric time clock, and when used in conjunction with the WebClock, biometric employee verification will be at your fingertips with the desktop scanner from TimeClock Plus. Working in tandem with our award-winning software and requiring no more than a PIN number and a fingerprint, BioScan 7 will ensure the accuracy of your payroll while significantly reducing the time and effort required to calculate wages and process payroll, with the same ease of use our customers have come to expect from TimeClock Plus.

The TimeClock Plus MobileClock is designed to enable employee time and attendance capabilities into the palm of your hands. This solution gives a mobile connection to your TimeClock Plus system allowing your employees to perform clock operations whenever and wherever they need. For companies with employees on the go, TimeClock Plus MobileClock eliminates timesheets, allowing higher employee productivity. Employees can perform clock operations using their mobile device to record punch transactions on the live TimeClock Plus database, even without having direct access to a workstation.

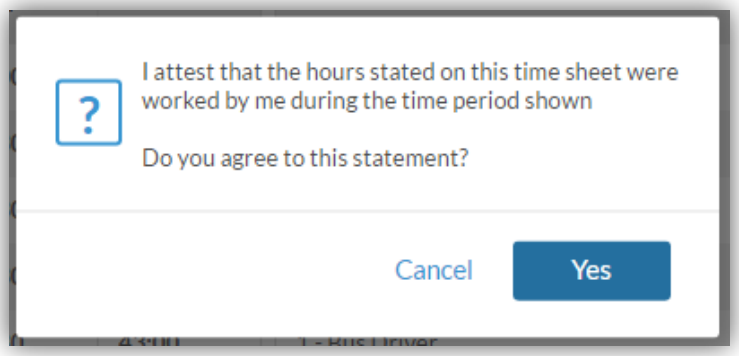
MobileClock on tablet or smartphone:



With Geo Fencing added to our mobile apps, any authorized employee can utilize TimeClock Plus MobileClock while still allowing management to restrict clocking locations. TimeClock Plus has once again raised the bar for mobile clocking by adding security elements such as biometric recognition with iOS devices, and a photo with any clock operation for both iOS and Android platforms. When using biometric or visual recognition in conjunction with geo fencing, a mobile device can now act as a secure time clock in locations with a lower employee count where the cost of a time clock does not make sense.

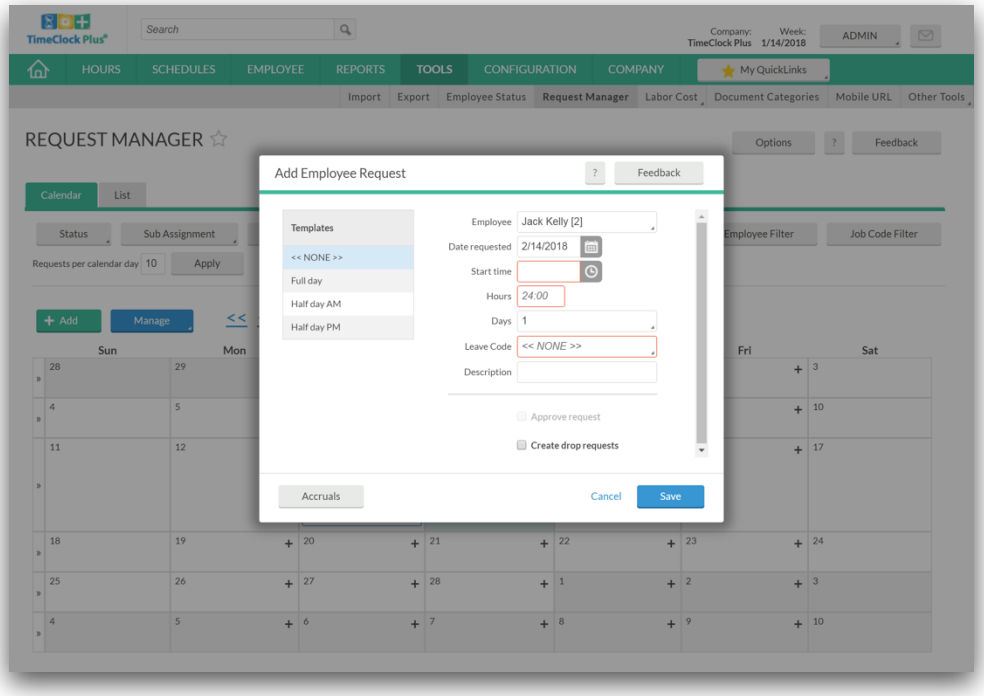
Employee Self-Service

These self-service tools provide employees an enhanced experience for viewing their hours by day, week, or pay period, and for approving them with an electronic signature. If desired, the employee can be prompted to agree to an attestation statement prior to approving their time. This statement can be created and managed in TimeClock Plus by the State. Once approved by the employee, supervisors will have the ability to approve their time as well. These tools can be accessed via the time clock, WebClock, or mobile app.



With TimeClock Plus, leave and absence management is completely automated. With no paper trail to maintain, employees can view their balances, request time off, and check the status of a pending request at a clocking terminal, mobile app, or via the web.

Employee Leave Request:

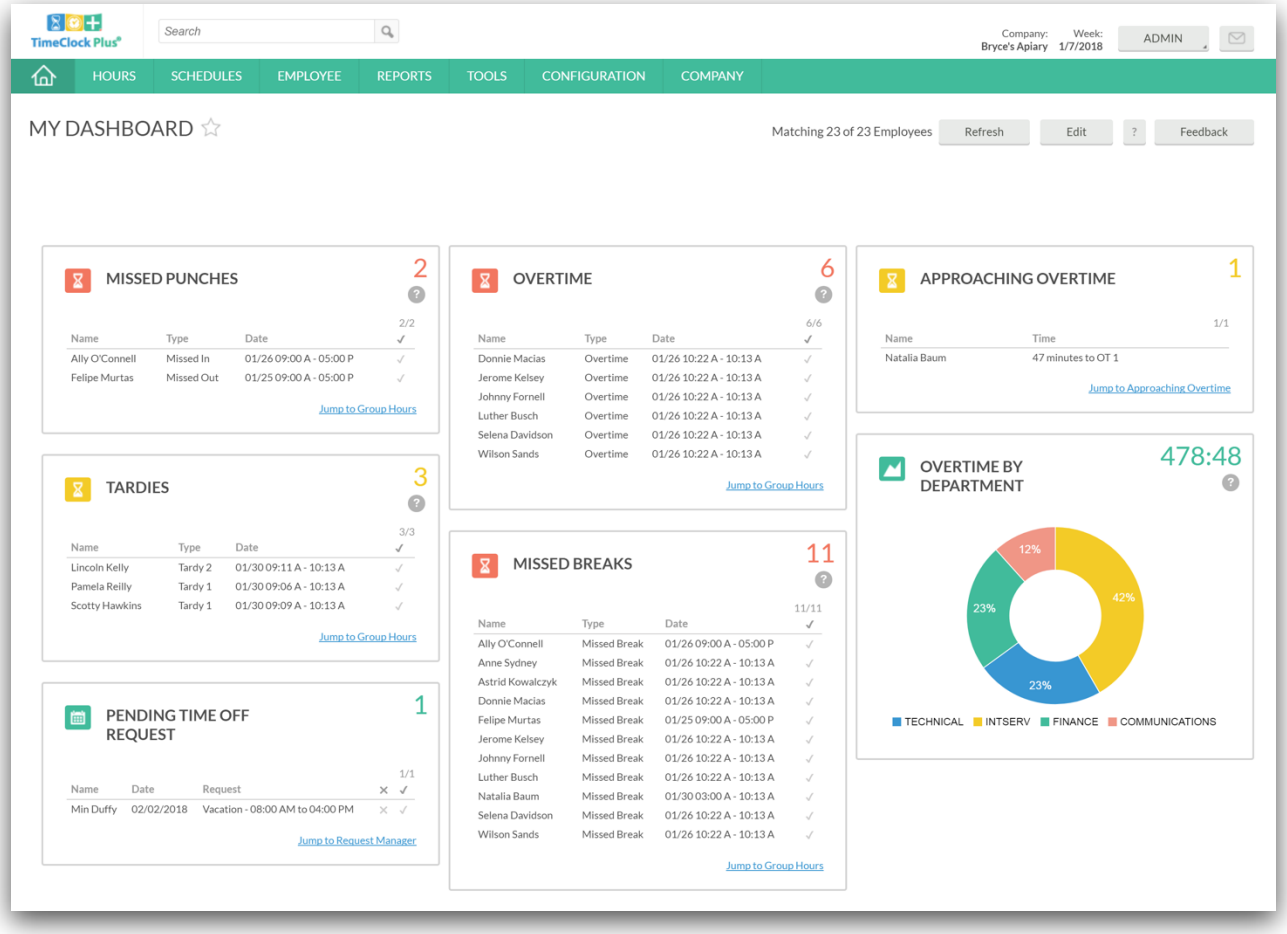


Submitted requests automatically generate an email to the appropriate supervisor to whom a request has been made. The supervisor will have relevant information at their fingertips to make an approval decision including: a calendar of other approved and pending time off requests from all accessible employees, a quick link to the requesting employee's schedule, and current accrual balances.

Optional Management Tools

Dashboards

Below we have showcased additional management tools accessible via the time and attendance component of TimeClock Plus. With a user-friendly interface and real-time feed, TimeClock Plus offers true visibility into your State DOC labor hours and employees' activities. Our TimeClock Manager features a user Dashboard with configurable views for easy access to information such as pending time-off requests, employee birthdays and work anniversaries, employees approaching overtime thresholds, and other relevant data.

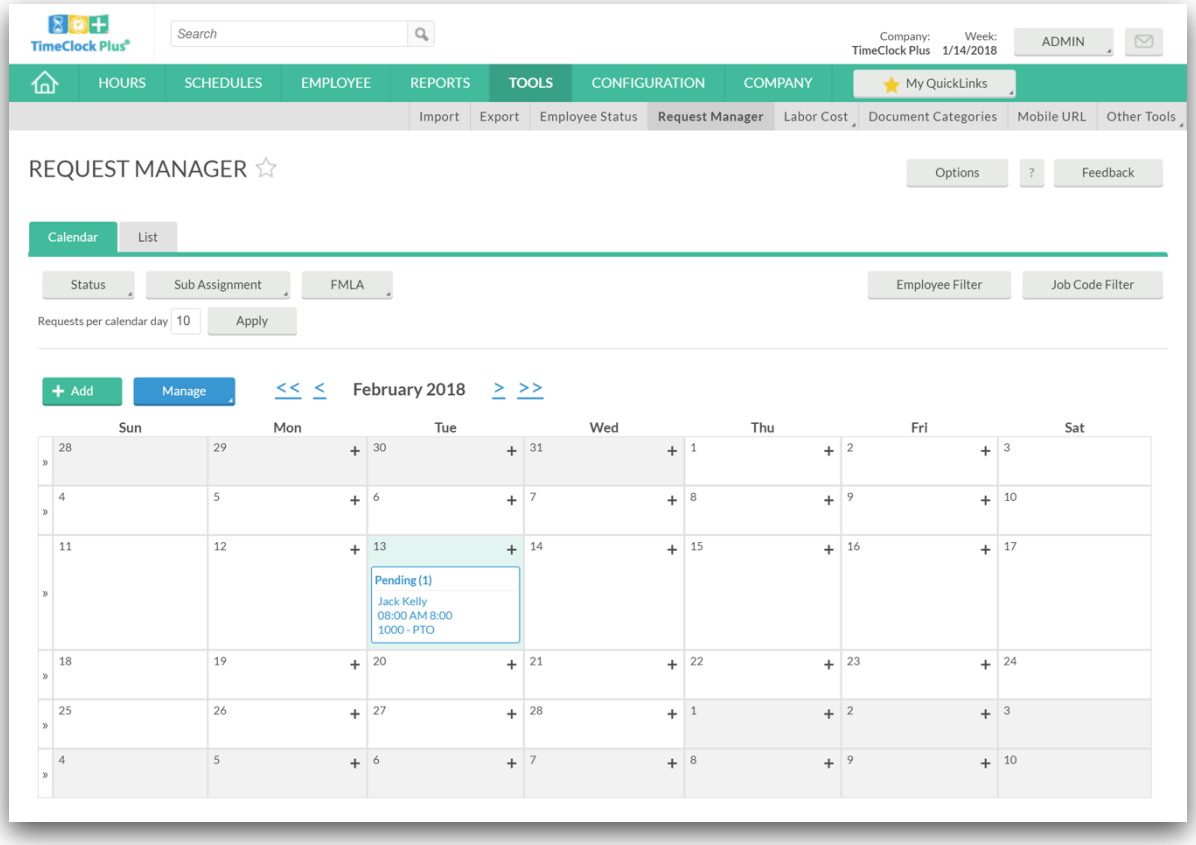


These dashboards can be accessed via a web browser or mobile app – giving your supervisors, timekeepers, and others immediate access to actionable information whenever and wherever they need it.

Request Manager

The workflow for time-off review and approval is completely customizable in TimeClock Plus. Workflows and approvals can be assigned per job code, per employee, etc. TimeClock Plus allows for multiple approvers and the ability to delegate approval to another supervisor with the proper permissions.

Leave Request Calendar:



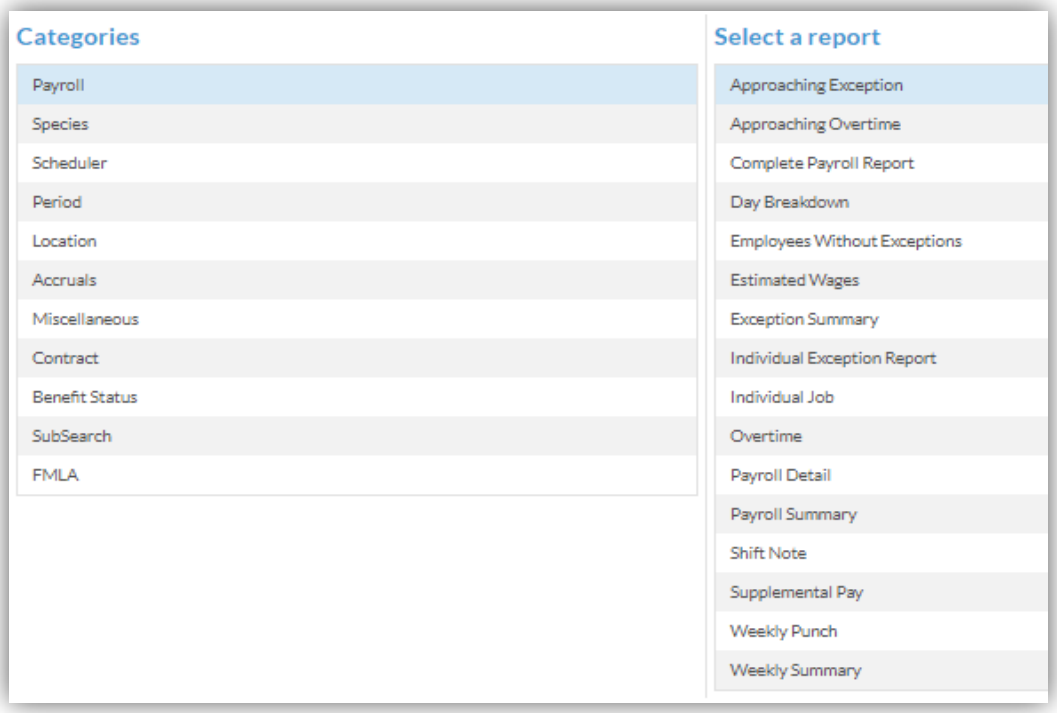
When a request is approved or denied, a message will automatically be sent to the employee and will update them on the status of the request through TimeClock Plus messaging to the clocking terminal or via email. The approved request will also automatically post the leave taken to the employee's time sheet and pushed to Workday. This automation closes the communication loop between employees and supervisors.

Reporting

TimeClock Plus offers more than 60+ user configurable reports to the State of Nevada DOC, making time and schedule information readily available. A comprehensive selection of reports is easily available on-screen via HTML, PDF, or OpenXML, or can be printed for hardcopy. Reports may be compiled according to pre-set time periods, allowing input for specific date ranges, as well as employee and job code filters. TimeClock Plus generates accurate pay period reports, regardless if you pay weekly, bi-weekly, or semi-monthly.

Busy supervisors, timekeepers, payroll administrators, and others can have reports delivered to them via email to save time rather than logging into the system to look for the information. They will be able to choose the frequency in which they are delivered such as on a monthly, weekly or daily basis. Managers can receive a text message when an automated report has been triggered.

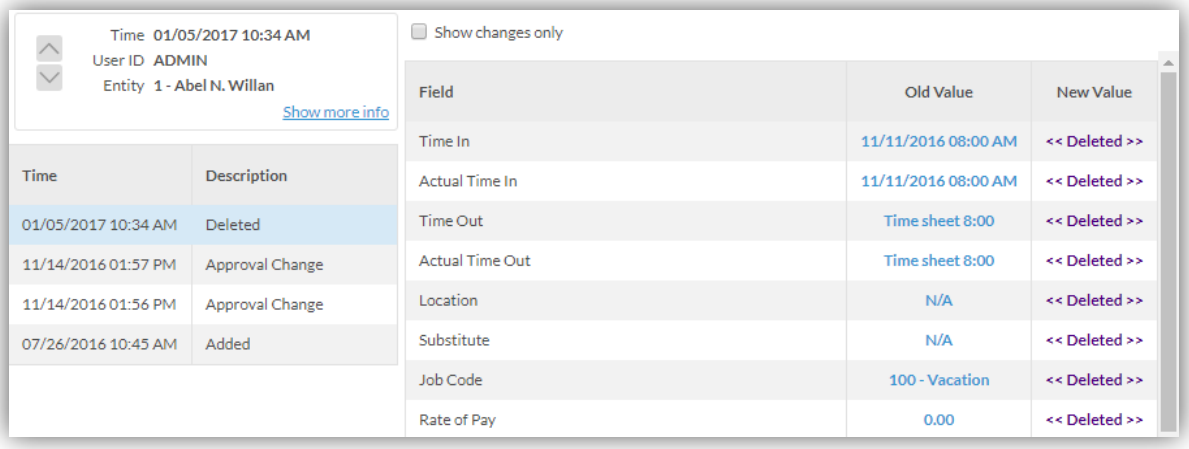
Report Generator:



Uneditable audit logs for FLSA compliance

FLSA compliance has been a major concern for state and local government institutions for many years. With TimeClock Plus in place, you can rest assured that the State will have the tools available to ensure compliance in an audit. The audit log captures and records all activities and details surrounding additions, edits, or deletion of hours. Each audit will include a comparison between the original record and the new record. Additional edit detail includes the administrator's username, date and time of edit, nd location (IP Address) of the edit. The audit log also features detailed filtering tools to view specific types of edits, or edits performed by a specific user.

Audit Log:



Approach for Organizational Change Management

To facilitate a successful implementation we must address all business units that will be impacted by the implementation of TimeClock Plus. The key to addressing service strategy will be to define business value through the identification of existing requirements, processes, and available resources. An impact assessment and full business process analysis for human resources, accounting/payroll, information technology, and general operations should be performed in order to solidify an overall implementation strategy and identify risks.

As we gather requirements, we may advise the inclusion of other departments based on the uniqueness of your business. This approach will allow for proper service design where will convert the State's requirements into solutions that meet business demands for functionality, quality, reliability, and flexibility. This process will define capacity requirements for services and components which will be handed off to our developers who will enhance the Workday adaptor to meet the State's needs.

All project resources will be involved in the service, strategy, design, and transition processes to ensure proper project planning and timely delivery of services. All processes will be outlined in the final project plan and resources assigned to the various tasks.

Required Resources/Staffing Plan

Customer Resources:

Customer stakeholders include the Project Manager, Information Technology Manager, Human Resources Manager, Accounting/Payroll Manager, Scheduling Manager and Operations Manager. These individuals, along with others that may be identified during the implementation, should be documented in the contacts section within this document and in the project charter.

TimeClock Plus Resources:

TimeClock Plus stakeholders will include a Senior Project Manager, Implementation Specialist, Solutions Engineer, Professional Services Program Manager, Account Manager, Customer Support Manager, and Executive Sponsor. If necessary, we may involve technical specialists depending on the needs. These individuals will be introduced during the implementation and will be documented in the project charter.

Implementation Communication Plan

Management:

All management level communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve resource allocation, requirements gathering, delivery planning, project status updates, and project closure announcements. This communication will be delivered through e-mail, unless other means are preferred by the customer. Identified managers will be included on a weekly project status conference call and monthly project governance calls.

Operations:

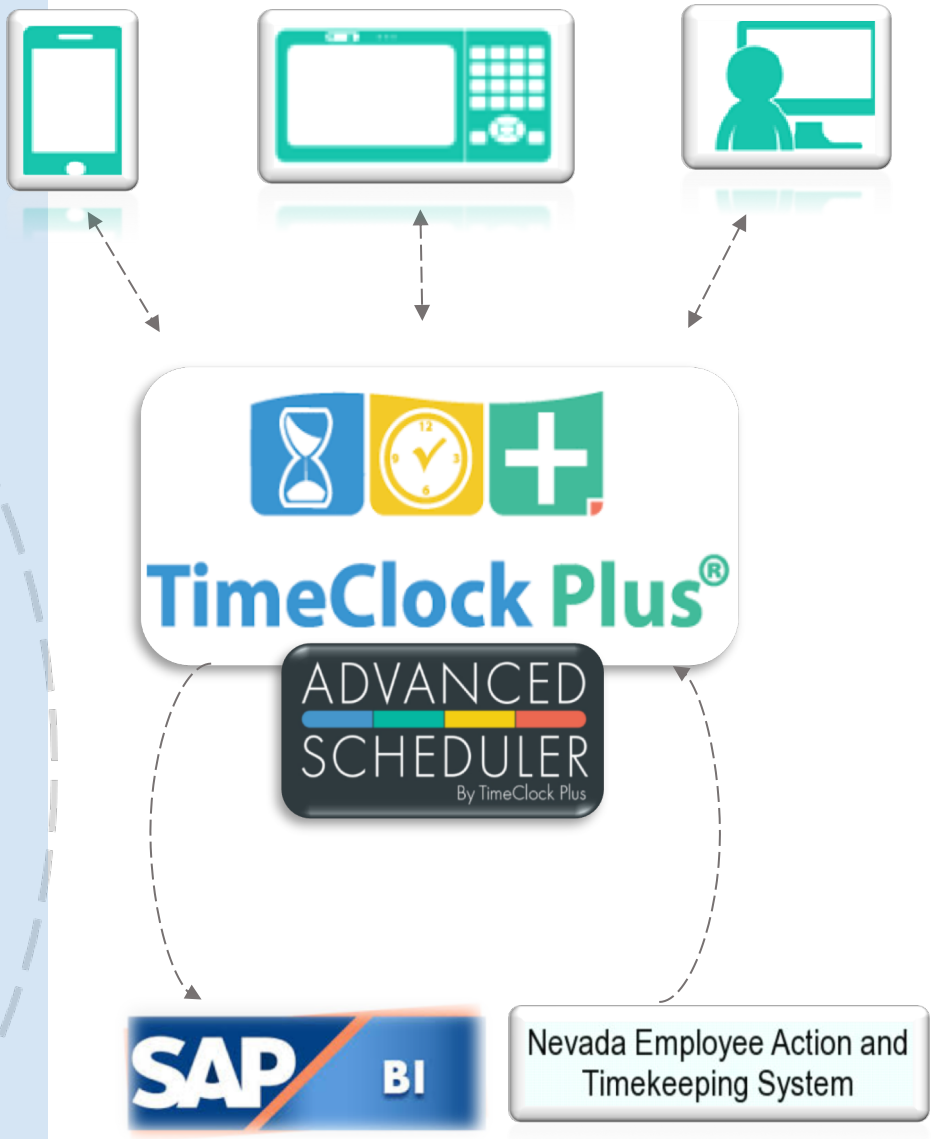
All operations support communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve remote and in-person training requirements, scheduling of on-sites, implementation timelines, and the transition to customer support. This communication will be delivered through e-mail, unless other means are preferred by the customer. Identified operations support staff will be included on periodic implementation conference calls.

Technical:

All technical communications will be delivered to the customer's project manager and stakeholders as identified in the contacts section. This communication will involve systems requirements gathering, software/hardware installations, and configurations. This communication will be delivered through e-mail, unless other means are preferred by the customer. All third-party vendors integrating with TimeClock Plus should also be included on the technical calls as applicable. Identified technical staff will be included on periodic implementation conference calls.

TimeClock Plus

Connecting the Dots in the State's Technology Landscape



TimeClock Plus v7™ eliminates the need for redundant data entry between applications by leveraging API driven Web Services integration or flat file data exchanges.

XI. OTHER INFORMATIONAL MATERIAL

DATAM-1

OP ID: DF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2017

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

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

PRODUCER
Mr. Insurance Agency, Inc.
Box 2689
San Angelo, TX 76902
Rodney Floyd
325-655-6702

CONTACT NAME: Rodney Floyd
PHONE (A/C, No, Ext): 325-655-6702
FAX (A/C, No): 325-655-2918
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co.	
INSURER B : Travlers Indemnity Co	25658
INSURER C : Farmington Casualty Co	
INSURER D : Travelers Property & Casualty	
INSURER E :	
INSURER F :	

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR			ZLP 51M57103-16	04/15/2017	04/15/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BA 9G139068-17	04/15/2017	04/15/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / X OCCUR			ZUP 71M54803	04/15/2017	04/15/2018	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED / X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		HFUB-1H47892-2-17	04/15/2017	04/15/2018	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	CyberFirst			ZPL 15T38450-16-	04/15/2017	04/15/2018	$10 MIL	Each Claim
							$10 MIL	Aggregate

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

CERTIFICATE HOLDER

SANBCOL

San Bernardino County
Arrowhead Regional Medical Ctr
400 N. Pepper Avenue
Colton, CA 92324

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rodney C. Floyd

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The ACORD name and logo are registered marks of ACORD

The Commercial Auto and General Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Deviations to Terms and Conditions
Between Data Management Inc. / TimeClock Plus and the State of Nevada
Ref: RFP 3516 - WORKFORCE SCHEDULING SOLUTION

12.3.10 Source Code Ownership

12.3.10.1 The contractor agrees that in addition to all other rights set forth in this section the State shall have a nonexclusive, royalty-free and irrevocable license to ~~reproduce or otherwise~~ use and authorize others to use all software, procedures, files and other documentation comprising the Workforce Scheduling Implementation at any time during the period of the contract ~~and thereafter~~.

TimeClock Plus is a hosted software system. The State will have a license to the software for duration of the contract only.

12.3.10.2 ~~The contractor agrees to deliver such material to the State within 20 business days from receipt of the request by the State. Such request may be made by the State at any time prior to the expiration of the contract~~.

This clause is not applicable with a hosted software system. This would only apply to a perpetual software license purchase.

12.3.10.4 All computer source and executable programs, including development utilities, and all documentation of the installed system enhancements and improvements shall become the exclusive property of the State and may not be copied or removed by the contractor or any employee of the contractor without the express written permission of the State.

This clause is not applicable with a hosted software system. This would only apply to a perpetual software license purchase.

12.3.10.5 Proprietary software proposed for use as an enhancement or within a functional area of the system may require the contractor to give, or otherwise cause to be given, to the State an irrevocable right to use the software as part of the system ~~into perpetuity~~ for the duration of the contract.

If any works for hire or proprietary software are developed as a result of this contract, then they will be licensed to the State for the duration of the contract. No intellectual property rights will be transferred.

12.3.10.12 Title to all portions of the system shall be transferred to the State including portions (e.g., documentation) as they are created, changed and/or modified.

TimeClock Plus is a hosted software system. The State will have a license to the software for duration of the contract only.

12.3.10.13 ~~The contractor shall convey to the State, upon request and without limitation, copies of all interim work products, system documentation, operating instructions, procedures, data processing source code and executable programs that are part of the system, whether they are developed by the employees of the contractor or any subcontractor as part of this contract or transferred from another public domain system or contract~~.

TimeClock Plus is a hosted software system. The State will have a license to the software for duration of the contract only.

12.3.10.14 ~~The provision of *Section 12.3.10 Source Code Ownership* shall be incorporated into any subcontract that relates to the development, operation or maintenance of any component part of the system.~~

TimeClock Plus is a hosted software system. The State will have a license to the software for duration of the contract only.

12.3.13 Guaranteed Access to Software

12.3.13.1 ~~The State shall have full and complete access to all source code, documentation, utilities, software tools and other similar items used to development, installation and operation of the proposed Workforce Scheduling Implementation across all environments~~.

This clause is stricken because only TimeClock Plus employees are qualified to maintain TimeClock Plus source code. This source code is used to support tens of thousands of TimeClock Plus customers.

12.3.13.2 ~~For any of the above-mentioned items not turned over to the State upon completion of the installation, the contractor shall provide a guarantee to the State of uninterrupted future access to, and license to use, those items. The guarantee shall be binding on all agents, successors and assignees of the contractor and subcontractor~~.

This clause is stricken because only TimeClock Plus employees are qualified to maintain TimeClock Plus source code. This source code is used to support tens of thousands of TimeClock Plus customers.

Deviations to
CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract between the State of Nevada

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State ***however, Contractor may, without the prior consent of the State, assign all of its rights under this Agreement to (i) Contractor's parent company or a subsidiary of such party, (ii) a purchaser of all or substantially all assets related to this contract, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Contractor is participating. This contract shall bind and insure to the benefit of the parties and their respective successors and permitted assigns.***

26. GENERAL WARRANTY. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be ~~fit for ordinary us~~e, of good quality, with no material defects.

TimeClock Plus follows a standard software warranty regarding fitness for purpose and or use. The software is warranted to perform according to documentation that is included with the product.

Signature of State of Nevada Authorized Representative	Dated
Name of Representative	
Signature of Authorized Data Management Inc. Authorized Representative	Dated
Ernie R. Nabors - President Name of Representative	