



**Cooperative Purchase Request**

Rec. Aug. 21, 2024

**Instructions for Use:**

Step 1 – Complete parts 1, 2, 3, and 4.

Step 2 – Collect attachments enumerated in part 4.

Step 3 – Email completed form and relevant attachments to [prg@nashville.gov](mailto:prg@nashville.gov).

Note – do **not** sign. Pending review, the division of purchases will collect signatures via DocuSign.

Part 1 - Requesting Department Information			
Contact Person	Innocent Dargbey	Department	Finance - Payroll Division
Email	innocent.dargbey2@nashville.gov	Phone	615-880-2827
Date Submitted	08/19/2024		

Part 2 - Cooperative Information			
Cooperative Entity	OMNIA Partners	Originating Agency	Region 4 ESC
Vendor	ADP(MasterTax)	Contract Number	R200701
Contract Start	04/01/2025	Contract Expiration	04/30/2026
Solicitation Method	Cooperative		
Description of good/services procured	Hosted Software Support Service & Agency Information Reporting		

Part 3 - Utilizing Departments		
Yes	No	
<input type="radio"/>	<input checked="" type="radio"/>	Will any Metro departments/agencies, other than the requesting department/agency, be utilizing this cooperative? If yes, please indicate which departments/agencies below:
		What is the estimated dollar value of this project? <b>\$1,112,457 (assumes a 5-year term)</b>

Part 4 - Attachments & Attestations		
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the original contract from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Does the contract contain a cooperative purchase provision allowing use by other governmental agencies?
<input checked="" type="radio"/>	<input type="radio"/>	Do you accept the terms and conditions of the contract without exception?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	Have you attached the formal solicitation (RFP/ITB) from the originating agency?
<input checked="" type="radio"/>	<input type="radio"/>	Was the solicitation advertised, open, and unrestricted?
Yes	No	
<input checked="" type="radio"/>	<input type="radio"/>	This purchase, including but not limited to cost terms detailed in the contract, is in the best interest of the Metropolitan Government of Nashville & Davidson County.
Below, briefly describe why utilizing this cooperative contract—as opposed to issuing an RFP/ITB—is more advantageous to Metro. Be thorough; this is utilized to develop legislation. Failure to complete may result in your request being returned.		
<ul style="list-style-type: none"> <li>&gt; <b>Reduced time compared to RFP since the agreement has already been procured via a competitive process</b></li> <li>&gt; <b>Improved buying efficiency</b></li> <li>&gt; <b>Potentially better terms</b></li> </ul>		

Part 5 – Signatures – To be completed by the division of purchases.		
Signature	Date Signed	Entity
Innocent Dargbey	8/22/2024   6:23 AM	← Department Contact/Requestor PDT
Kevin Brown	8/22/2024   7:10 AM	← Department Head PDT
Dennis Rowland	8/22/2024   2:27 PM	← Purchasing Agent CDT





## Cooperative Request Review

This cooperative request for human capital management system and managed business solutions from ADP is recommended for approval.

The anticipated project value is **\$1,130,000.00**. The cooperative will be utilized by **Finance**.

Council approval of the master agreement is required.

### NOTES

- The request form incorrectly lists the contract start as 4/01/2025. The correct date is 4/01/2021.
- The request form incorrectly lists the contract expiration as 4/30/2026. The correct date is 4/30/2025. There is an optional renewal to extend the full term to 4/30/2026, but Omnia has not exercised that option as of this review.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Omnia; the lead agency is Region 4 Education Service Center. Region 4 Education Service Center is a public institution in Texas that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 11 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for supplies and products. To the extent that services are included, they are related to the functionality and performance of these supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

### Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement leverages both the scale of Omnia membership and the competition of 11 offers.

### Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on minority or women owned businesses programing resulting from utilization of this cooperative.

Prepared by Zak Kelley  
8/22/2024



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

Solicitation Number 20-07

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Human Capital Management Systems and Managed Business Solutions  
SUBMITTAL DEADLINE: Tuesday, August 4, 2020, 2:00 PM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than July 20, 2020 at 2:00 PM. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

### NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on July 16, 2020 at 11:00 am in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by July 14, 2020. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: June 10, 2020

## I. SCOPE OF WORK

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers human capital management systems and managed business solutions, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

### NATIONAL CONTRACT

Region 4 Education Service Center, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 Education Service Center is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form which is attached hereto on Appendix D, or as otherwise agreed to. Appendix D contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded.

OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Appendix D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

#### Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

## **PRODUCT / SERVICES SPECIFICATIONS**

It is the intention of Region 4 ESC to seek highly qualified supplier(s) in **Human Capital Management Systems and Managed Business Solutions**.

Offerors may elect to limit their proposals to a single service within a category or multiple services within any or all categories with a complete turnkey solution for each service offering.

Region 4 ESC is seeking service provider(s) that have the depth, breadth, and quality of resources necessary to complete all phases of this contract. The intent of this solicitation is to provide eligible public agencies with multiple solutions to meet the agency's diverse needs. Offerors shall be able to clearly show experience in providing services and solutions to one or more of the following categories:

- Human Capital Management Systems
  - Human Resources
    - Applicant Tracking System (ATS)
  - Recruitment and Application Tracking
  - Employee Self-Service
  - Benefits
  - Payroll
  - Time and Attendance
  - Scheduling
  - Knowledge Management
  - Training and Organizational Development
  - Performance Appraisal and Management
  - Learning Management
- Managed Business Solutions, not limited to:
  - Enterprise Resource Planning (ERP)
  - Financial Systems Integration
  - Operational Process Management
  - Independent Contracting Payrolling
  - Training and Learning Management
  - Child Care and Welfare Management Services
  - Purchasing/Procurement-Contract Management
  - Parking Ticket Management
  - Planning & Zoning
  - Work Orders/Facilities Management
  - Other Managed Business/Operational Services and Solutions

The awarded Offeror will work with the Participating Public Agency to develop a scope of work and services to be performed under this Contract with pricing to be determined from pricing submitted in response to this proposal. During implementation of the system, the awarded vendor will be expected to coordinate all work with the Participating Public Agency.

**II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):**

<b><u>Event</u></b>	<b><u>Date</u></b>
Issue RFP	June 10, 2020
Pre-proposal Conference	July 16, 2020
Deadline for receipt of questions via email	July 20, 2020
Issue Addenda (if required)	July 22, 2020
Proposal Due Date	August 4, 2020
Approval from Region 4 ESC	October 20, 2020
Contract Effective Date	May 1, 2021



### III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than July 20, 2020. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education, and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
  - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
  - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
  - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
  - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

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

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.  
  
Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
  - b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.
  - c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
- a) Name, address and telephone number of protester;
  - b) Original signature of protester or its representative;
  - c) Identification of the solicitation by RFP number;
  - d) Detailed statement of legal and factual grounds including copies of relevant documents;  
and
  - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

#### IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
  - a) Products/Pricing (40 Points)
  - b) Performance Capability (30 Points)
  - c) Qualification and Experience (20 Points)
  - d) Value Add (10 Points)
2. Offerors shall present their typical approach to providing services within these categories, including methodology and delivery. Offerors will be expected to ensure design compatibility and uniformity. Include, a detailed work plan for each service offering that identifies key time frames and milestones.

Offerors must include their company's standard master service agreement.

3. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

##### **a) Products/Pricing**

- i. Describe products, service and human capital management systems packages. Will a participating agency be able to create a human capital management systems package(s) based on their needs? Detail your response.
- ii. Describe products, service and managed business solutions packages. Will a participating agency be able to create a managed business solutions package(s) based on their needs? Detail your response.
- iii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- iv. Describe how customers verify they are receiving Contract pricing.
- v. Describe payment methods offered.
- vi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- vii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- viii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

##### **b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting delivery timelines.
- vi. Describe Offeror's ability to meet service and warranty needs.
- vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- ix. Describe Offeror's contract implementation/customer transition plan.
- x. Describe the financial condition of Offeror.
- xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xii. Describe the Offeror's safety record.
- xiii. Provide any additional information relevant to this section.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



viii. Provide any additional information relevant to this section.

**d) Value Add**

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
4. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
  5. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
  6. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the  
products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





**APPENDIX C**

**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

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

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

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

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

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

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

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

Appendix C, Doc #2

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

**Contact**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

\_\_\_\_\_

**Official  
Authorizing  
Proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_

*Appendix C, DOC # 3*

**Implementation of House Bill 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, \_\_\_\_\_, as an authorized representative of

\_\_\_\_\_, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

\_\_\_\_\_  
Signature of Named Authorized Company Representative

\_\_\_\_\_  
Date

**APPENDIX D**



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT  
TO BE ADMINISTERED BY  
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING  
AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

## **EXHIBIT A**

### **RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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#### **1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### **1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Human Capital Management Systems and Managed Business Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,



obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$20 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It

shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an

executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## **3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

### **3.1 Company**

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
  - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes       No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes       No

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes       No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

### **3.2 Distribution, Logistics**

**A.** Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

**B.** Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").



\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

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**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions

survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

## NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_ percent (\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

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Signature

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Name

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Title

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Date

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Signature

Sarah Vavra

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Name

Sr. Vice President, Public Sector  
Contracting

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Title

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Date

**EXHIBIT C**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

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**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and



incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY,  
A DELAWARE CORPORATION D/B/A  
OMNIA PARTNERS, PUBLIC SECTOR  
AND/OR COMMUNITIES PROGRAM  
MANAGEMENT, LLC, A CALIFORNIA  
LIMITED LIABILITY COMPANY D/B/A  
U.S. COMMUNITIES**

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title and Agency Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**EXHIBIT D**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA PARTNERS EXHIBITS									
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE									
(to be submitted electronically in Microsoft Excel format)									
OMNIA Partners Contract Sales Monthly Report									
<b>Supplier Name:</b>									
<b>Contract Sales Report Month:</b>									
<b>Contract ID:</b>									
<b>Supplier Reporting Contact:</b>									
<b>Title:</b>									
<b>Phone:</b>									
<b>Email:</b>									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

**EXHIBIT F  
FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).



Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

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

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as

supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the

Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules):



*Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.*

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor’s Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor’s Authorized Official**

\_\_\_\_\_  
**Date**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency

officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name:

---

Address, City, State, and Zip Code:

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number:

\_\_\_\_\_

Printed Name and Title of Authorized

Representative: \_\_\_\_\_

Email Address:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date:

\_\_\_\_\_

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature and Title**



DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Authorized Signature and Title***

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

F.  
**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature    Printed Name    Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)



DOC #6

### **Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

## EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT

ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT

LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT

RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOEELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION  
DISTRICT, OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
OR  
APPLEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR

AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT,  
OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION  
DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC.,  
OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT,  
OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT  
DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE  
SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION  
DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL  
DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT,  
OR  
BRIDGE R.F.P.D., OR

BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT,  
OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR  
CHEHALEM PARK AND RECREATION DISTRICT  
CHEMULT R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT,  
OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT,  
OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY,  
OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR

CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
INC., OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR  
CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT,  
OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT  
DISTRICT, OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE  
DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT,  
OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT,  
OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE  
DISTRICT, OR



CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT,  
 OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
 DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION  
 DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
 EAST UMATILLA COUNTY AMBULANCE AREA  
 HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION  
 DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT,  
 OR  
 ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR

FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT, OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR

HELIX PARK & RECREATION DISTRICT, OR  
HELIX R.F.P.D. #7-411, OR  
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
HEPPNER R.F.P.D., OR  
HEPPNER WATER CONTROL DISTRICT, OR  
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
HERMISTON CEMETERY DISTRICT, OR  
HERMISTON IRRIGATION DISTRICT, OR  
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
HIGH DESERT PARK & RECREATION DISTRICT, OR  
HIGHLAND SUBDIVISION WATER DISTRICT, OR  
HONOLULU INTERNATIONAL AIRPORT  
HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
HOOD RIVER S.W.C.D., OR  
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
HOODLAND FIRE DISTRICT #74  
HOODLAND FIRE DISTRICT #74, OR  
HORSEFLY IRRIGATION DISTRICT, OR  
HOSKINS-KINGS VALLEY R.F.P.D., OR  
HOUSING AUTHORITY OF PORTLAND  
HUBBARD R.F.P.D., OR  
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
ICE FOUNTAIN WATER DISTRICT, OR  
IDAHO POINT SPECIAL ROAD DISTRICT, OR  
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
ILLINOIS VALLEY FIRE DISTRICT  
ILLINOIS VALLEY R.F.P.D., OR  
ILLINOIS VALLEY S.W.C.D., OR  
IMBLER R.F.P.D., OR  
INTERLACHEN WATER P.U.D., OR  
IONE LIBRARY DISTRICT, OR  
IONE R.F.P.D. #6-604, OR  
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
IRONSIDE RURAL ROAD DISTRICT #5, OR  
IRRIGON PARK & RECREATION DISTRICT, OR  
IRRIGON R.F.P.D., OR  
ISLAND CITY AREA SANITATION DISTRICT, OR  
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
JACKSON COUNTY FIRE DISTRICT #3, OR  
JACKSON COUNTY FIRE DISTRICT #4, OR  
JACKSON COUNTY FIRE DISTRICT #5, OR  
JACKSON COUNTY LIBRARY DISTRICT, OR  
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
JACKSON S.W.C.D., OR  
JASPER KNOLLS WATER DISTRICT, OR  
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
JEFFERSON COUNTY FIRE DISTRICT #1, OR  
JEFFERSON COUNTY LIBRARY DISTRICT, OR  
JEFFERSON COUNTY S.W.C.D., OR  
JEFFERSON PARK & RECREATION DISTRICT, OR  
JEFFERSON R.F.P.D., OR  
JOB'S DRAINAGE DISTRICT, OR  
JOHN DAY WATER DISTRICT, OR

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
JORDAN VALLEY CEMETERY DISTRICT, OR  
JORDAN VALLEY IRRIGATION DISTRICT, OR  
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
JOSEPHINE COUNTY 911 AGENCY, OR  
JUNCTION CITY R.F.P.D., OR  
JUNCTION CITY WATER CONTROL DISTRICT, OR  
JUNIPER BUTTE ROAD DISTRICT, OR  
JUNIPER CANYON WATER CONTROL DISTRICT, OR  
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
JUNIPER FLAT R.F.P.D., OR  
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
KEATING R.F.P.D., OR  
KEATING S.W.C.D., OR  
KEIZER R.F.P.D., OR  
KELLOGG RURAL FIRE DISTRICT, OR  
KENO IRRIGATION DISTRICT, OR  
KENO PINES ROAD DISTRICT, OR  
KENO R.F.P.D., OR  
KENT WATER DISTRICT, OR  
KERBY WATER DISTRICT, OR  
K-GB-LB WATER DISTRICT, OR  
KILCHIS WATER DISTRICT, OR  
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
KLAMATH COUNTY FIRE DISTRICT #1, OR  
KLAMATH COUNTY FIRE DISTRICT #3, OR  
KLAMATH COUNTY FIRE DISTRICT #4, OR  
KLAMATH COUNTY FIRE DISTRICT #5, OR  
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
KLAMATH DRAINAGE DISTRICT, OR  
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
KLAMATH INTEROPERABILITY RADIO GROUP, OR  
KLAMATH IRRIGATION DISTRICT, OR  
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
KLAMATH S.W.C.D., OR  
KLAMATH VECTOR CONTROL DISTRICT, OR  
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
LA GRANDE R.F.P.D., OR  
LA PINE PARK & RECREATION DISTRICT, OR  
LA PINE R.F.P.D., OR  
LABISH VILLAGE SEWAGE & DRAINAGE, OR  
LACOMB IRRIGATION DISTRICT, OR  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LAIDLAW WATER DISTRICT, OR  
LAKE CHINOOK FIRE & RESCUE, OR  
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR

LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,  
 OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL  
 DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,  
 OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL DISTRICT,  
 OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,  
 OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE  
 DISTRICT, OR

MALIN COMMUNITY PARK & RECREATION DISTRICT,  
 OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE  
 DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY  
 CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT,  
 OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA  
 HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT,  
 OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MONUMENT S.W.C.D., OR

MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT,  
 OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKE CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION  
 DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR  
 NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT,  
 OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D, OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,  
 OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION  
 DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR

OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY AUTHORITY,  
 OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY AUTHORITY,  
 OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5,  
 OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE DISTRICT,  
 OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT,  
 OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR

PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR  
PORT OF ALSEA, OR  
PORT OF ARLINGTON, OR  
PORT OF ASTORIA, OR  
PORT OF BANDON, OR  
PORT OF BRANDON, OR  
PORT OF BROOKINGS HARBOR, OR  
PORT OF CASCADE LOCKS, OR  
PORT OF COQUILLE RIVER, OR  
PORT OF GARIBALDI, OR  
PORT OF GOLD BEACH, OR  
PORT OF HOOD RIVER, OR  
PORT OF MORGAN CITY, LA  
PORT OF MORROW, OR  
PORT OF NEHALEM, OR  
PORT OF NEWPORT, OR  
PORT OF PORT ORFORD, OR  
PORT OF PORTLAND, OR  
PORT OF SIUSLAW, OR  
PORT OF ST. HELENS, OR  
PORT OF THE DALLES, OR  
PORT OF TILLAMOOK BAY, OR  
PORT OF TOLEDO, OR  
PORT OF UMATILLA, OR  
PORT OF UMPQUA, OR  
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR  
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
PORT ORFORD R.F.P.D., OR  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
POWDER R.F.P.D., OR  
POWDER RIVER R.F.P.D., OR  
POWDER VALLEY WATER CONTROL DISTRICT, OR  
POWERS HEALTH DISTRICT, OR  
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR  
PROSPECT R.F.P.D., OR  
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR  
RAINBOW WATER DISTRICT, OR  
RAINIER CEMETERY DISTRICT, OR  
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
RALEIGH WATER DISTRICT, OR  
REDMOND AREA PARK & RECREATION DISTRICT, OR  
REDMOND FIRE AND RESCUE, OR  
RIDDLE FIRE PROTECTION DISTRICT, OR  
RIDGEMOUNT DISTRICT IMPROVEMENT COMPANY, OR  
RIDGEMOUNT ROAD DISTRICT, OR  
RIETH SANITARY DISTRICT, OR  
RIETH WATER DISTRICT, OR  
RIMROCK WEST IMPROVEMENT DISTRICT, OR  
RINK CREEK WATER DISTRICT, OR  
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
RIVER ROAD PARK & RECREATION DISTRICT, OR  
RIVER ROAD WATER DISTRICT, OR  
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR  
RIVERDALE R.F.P.D. 11-JT, OR

RIVERGROVE WATER DISTRICT, OR  
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR  
RIVERSIDE R.F.P.D. #7-406, OR  
RIVERSIDE WATER DISTRICT, OR  
ROBERTS CREEK WATER DISTRICT, OR  
ROCK CREEK DISTRICT IMPROVEMENT, OR  
ROCK CREEK WATER DISTRICT, OR  
ROCKWOOD WATER P.U.D., OR  
ROCKY POINT FIRE & EMS, OR  
ROGUE RIVER R.F.P.D., OR  
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
ROGUE VALLEY SEWER SERVICES, OR  
ROGUE VALLEY SEWER, OR  
ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
ROSEBURG URBAN SANITARY AUTHORITY, OR  
ROSEWOOD ESTATES ROAD DISTRICT, OR  
ROW RIVER VALLEY WATER DISTRICT, OR  
RURAL ROAD ASSESSMENT DISTRICT #3, OR  
RURAL ROAD ASSESSMENT DISTRICT #4, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM AREA MASS TRANSIT DISTRICT, OR  
SALEM MASS TRANSIT DISTRICT  
SALEM SUBURBAN R.F.P.D., OR  
SALISHAN SANITARY DISTRICT, OR  
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR  
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
SANDY R.F.P.D. #72, OR  
SANTA CLARA R.F.P.D., OR  
SANTA CLARA WATER DISTRICT, OR  
SANTIAM WATER CONTROL DISTRICT, OR  
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR  
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR  
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
SCAPPOOSE R.F.P.D., OR  
SCIO R.F.P.D., OR  
SCOTTSBURG R.F.P.D., OR  
SEAL ROCK R.F.P.D., OR  
SEAL ROCK WATER DISTRICT, OR  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SHANGRI-LA WATER DISTRICT, OR  
SHASTA VIEW IRRIGATION DISTRICT, OR  
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR  
SHERIDAN FIRE DISTRICT, OR  
SHERMAN COUNTY HEALTH DISTRICT, OR  
SHERMAN COUNTY S.W.C.D., OR  
SHORELINE SANITARY DISTRICT, OR  
SILETZ KEYS SANITARY DISTRICT, OR  
SILETZ R.F.P.D., OR  
SILVER FALLS LIBRARY DISTRICT, OR  
SILVER LAKE IRRIGATION DISTRICT, OR  
SILVER LAKE R.F.P.D., OR  
SILVER SANDS SPECIAL ROAD DISTRICT, OR  
SILVERTON R.F.P.D. NO. 2, OR  
SISTERS PARKS & RECREATION DISTRICT, OR

SISTERS-CAMP SHERMAN R.F.P.D., OR  
SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
SIUSLAW S.W.C.D., OR  
SIUSLAW VALLEY FIRE AND RESCUE, OR  
SIXES R.F.P.D., OR  
SKIPANON WATER CONTROL DISTRICT, OR  
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY,  
OR  
SLEEPY HOLLOW WATER DISTRICT, OR  
SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
OR  
SOUTH COUNTY HEALTH DISTRICT, OR  
SOUTH FORK WATER BOARD, OR  
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
SOUTH LANE COUNTY FIRE & RESCUE, OR  
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT,  
OR  
SOUTH SHERMAN FIRE DISTRICT, OR  
SOUTH SUBURBAN SANITARY DISTRICT, OR  
SOUTH WASCO PARK & RECREATION DISTRICT, OR  
SOUTHERN COOS HEALTH DISTRICT, OR  
SOUTHERN CURRY CEMETERY MAINTENANCE  
DISTRICT, OR  
SOUTHVIEW IMPROVEMENT DISTRICT, OR  
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
SOUTHWOOD PARK WATER DISTRICT, OR  
SPECIAL ROAD DISTRICT #1, OR  
SPECIAL ROAD DISTRICT #8, OR  
SPRING RIVER SPECIAL ROAD DISTRICT, OR  
SPRINGFIELD UTILITY BOARD, OR  
ST. PAUL R.F.P.D., OR  
STANFIELD CEMETERY DISTRICT #6, OR  
STANFIELD IRRIGATION DISTRICT, OR  
STARR CREEK ROAD DISTRICT, OR  
STARWOOD SANITARY DISTRICT, OR  
STAYTON FIRE DISTRICT, OR  
SUBLIMITY FIRE DISTRICT, OR  
SUBURBAN EAST SALEM WATER DISTRICT, OR  
SUBURBAN LIGHTING DISTRICT, OR  
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY,  
OR  
SUMMER LAKE IRRIGATION DISTRICT, OR  
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT,  
OR  
SUMNER R.F.P.D., OR  
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
SUNDOWN SANITATION DISTRICT, OR  
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
SUNNYSIDE IRRIGATION DISTRICT, OR  
SUNRISE WATER AUTHORITY, OR  
SUNRIVER SERVICE DISTRICT, OR  
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
SURFLAND ROAD DISTRICT, OR  
SUTHERLIN VALLEY RECREATION DISTRICT, OR  
SUTHERLIN WATER CONTROL DISTRICT, OR  
SWALLEY IRRIGATION DISTRICT, OR  
SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
OR  
SWEET HOME FIRE & AMBULANCE DISTRICT, OR

SWISSHOME-DEADWOOD R.F.P.D., OR  
TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR

UNION S.W.C.D., OR  
 UNITY COMMUNITY PARK & RECREATION DISTRICT,  
 OR  
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
 UPPER MCKENZIE R.F.P.D., OR  
 UPPER WILLAMETTE S.W.C.D., OR  
 VALE OREGON IRRIGATION DISTRICT, OR  
 VALE RURAL FIRE PROTECTION DISTRICT, OR  
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT,  
 OR  
 VALLEY VIEW WATER DISTRICT, OR  
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
 VERNONIA R.F.P.D., OR  
 VINEYARD MOUNTAIN PARK & RECREATION  
 DISTRICT, OR  
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
 WALLOWA LAKE IRRIGATION DISTRICT, OR  
 WALLOWA LAKE R.F.P.D., OR  
 WALLOWA S.W.C.D., OR  
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
 WAMIC R.F.P.D., OR  
 WAMIC WATER & SANITARY AUTHORITY, OR  
 WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT, OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT  
 DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
 OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK &  
 RECREATION DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR  
 WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR

WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WY'EAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
 OR  
 ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT

JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT



NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE  
 SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY

OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 20-07

Request for Proposal (“RFP”)  
by Region 4 Education Service Center (“ESC”)  
for Human Capital Management Systems and Managed Business Solutions

This Addendum No. 1 amends the Request for Proposals (RFP) for Human Capital Management Systems and Managed Business Solutions 20-07 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Addendum No. 1 is hereby issued as follows:

#### **CHANGES TO THE RFP TO UPDATE THE PROPOSAL FORMAT**

1. Page 7, section 5 Proposal Format  
Remove the entire section and replace with the following:
  5. **Proposal Format**: Proposals must contain two (2) electronic copies on USB flash drives. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Original hard copies, faxed or electronically transmitted responses will not be accepted.

Folders should be used to separate the proposal into sections. The following items identified must be included below the folders listed below. Each section should contain both the section of the RFP referenced and the Offeror’s response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

2. Page 7, section 6 Binder Tabs

Remove the entire section and replace with the following:

**6. Folders:**

Folder 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

a. Terms and Conditions Acceptance Form (Appendix B)

Folder 2 – Products/Pricing

Folder 3 – Performance Capability

a. OMNIA Partners documents

Folder 4 – Qualification and Experience

a. References

Folder 5 – Value Add

Folder 6 – Additional Required Documents (Appendix C)

a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)

b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)

c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)

d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)

e. Any additional agreements Offeror will require Participating Agencies to sign

**QUESTIONS AND ANSWERS**

1 Question: Is this a re-compete or a new opportunity?

Answer: This Human Capital Management Systems and Managed Business Solutions 20-07 RFP is a resolicitation of the current Region 4 Managed Business/Operational Services and Solutions RFP.

2 Question: What is the budget for this contracts?

Answer: As noted on page 3 of the RFP: While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million.

3 Question: Is this proposal to provide products/services to ESC 4 as a single organization or to be used also by all the member districts of ESC4?

Answer: The RFP is intended to provide products/services to Region 4 ESC, and other public agencies throughout the US that choose to piggyback off the resulting contract.

4 Question: Will multiple vendors be selected or is this award to a single vendor?

Answer: One or more suppliers may be selected and awarded as a result of this RFP.

5 Question: Does this RFP include firms who provide selection and implementation advisory services for these types of software products?

Answer: The intent is to receive proposals from suppliers/vendors that can provide as many of the services/products described in the RFP.

6 Question: Page 32, item 2.1 states "Supplier commits the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies." What must the vendor do to meet this requirement?

Answer: Awarded Supplier(s) will demonstrate that they are marketing and promoting the resulting Master Agreement as their primary strategy.

7 Question: Page 32, item 2.1 "Supplier commits the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement." Does this mean the supplier must proactively notify all existing customers that the supplier has signed the Omnia Master Agreement?

Answer: Awarded Supplier(s) are provided a microsite on the OMNIA Partners Public Sector. It is expected that Suppliers awarded a national contract would notify their existing customers of the availability of the contract.

8 Question: Page 32, item 2.2 states the supplier further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Does this apply to only other cooperatives the supplier is an approved vendor or any cooperative the participating public agency is part of?

Answer: It is expected that awarded Supplier would offer their lowest pricing through this contract. If Supplier has existing cooperative contracts, it is expected that the pricing in this contract would be equal or lower.

9 Question: Page 36, C states to Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Why is providing a list of current cooperative contracts required?

Answer: A list of current cooperative contracts is requested to allow OMNIA Partners to be more familiar with an awarded Supplier's familiarity in working with cooperative contracts.

10 Question: Page 37, J states to Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Why is the disclosure of this information required?

Answer: See response to question 9.

11 Question: Can Omnia provide a list of all K-12 schools and districts that are Omnia Partner members?

Answer: This is not provided during the RFP process, but could be provided , upon request, to awarded Supplier.

- 12 Question: The proposal indicates the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million. Can Omnia provide a breakdown per product type and entity (such as K-12) for sales made through Omnia for 2018 and for 2019?

Answer: OMNIA Partners does not have a specific break down by product type and entity. We can only provide the overall estimation.

- 13 Question: Is preference given to direct suppliers of product and support?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors or vendors.

- 14 Question: Page 12, section A states Cost plus pricing as a primary pricing structure is not acceptable. Please clarify what is meant by this statement.

Answer: Offerors should submit their pricing structure not their cost plus markup percentage, if any.

- 15 Question: Exhibit C seems to have a line across all the pages. Does this mean suppliers are not to consider or responds to Exhibit C? Please clarify.

Answer: The line is a relic and should be ignored. Suppliers should review this example only.

- 16 Question: Page 33, section 3.1 item D, states suppliers must provide annual sales for the three previous fiscal years and Submit FEIN and Dunn & Bradstreet Report. Will ESC 4 sign a non-disclosure agreement prior to the supplier providing this information?

Answer: Region 4 ESC will not sign a non-disclosure. Please refer to page 8 section 8 Open Records Policy and Appendix C, Doc #1 Acknowledgment and Acceptance of Region 4ESC's Open Records Policy.

- 17 Question: Question regarding the scope of work: Are you all looking for the offers to own the system required for the scope of work? or can the system come from a vendor?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors.

- 18 Question: Will ESC 4 be providing a cost form or should the vendors create their own to be included in the proposal?

Answer: A price form is not being provided for this RFP.

- 19 Question: ESC 4 is requesting pricing for 3 years. Can the vendors apply an annual uplift as part of the price proposal? If so, does it need to specify the amount or can the vendors just include "uplift language" and then resubmit pricing each year?

Answer: Offerors should refer to page 12 section 3.a) item vi. for details on providing pricing structures and adjustments. Offerors should also refer to page 4 of Appendix A Draft

Contract, section 17) Price Adjustments. Offerors should submit any exceptions to the Draft Contract with their proposal.

- 20 Question: Page 38, M II, states "If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement." In this case, can the vendor then offer lower pricing for a specific agency and not be required to proactively reduce the cost for any other public agency which has already purchased the product?

Answer: Yes, a Supplier may offer lower pricing for a specific agency so long as it is not higher than the not-to-exceed pricing.

- 21 Question: Page 41, item 9, states "Supplier shall require each Public Agency to register its participation in the OMNIA Partners program." Does this mean suppliers must proactively require a public agency to register through Omnia or is this just an option? Please clarify what is meant by "shall require."

Answer: This registration applies only to participating Public Agencies that piggyback off of contracts resulting from this RFP.

- 22 Question: Page 35, B.1: How is the cost shared between Omnia and the supplier in regards to publication of marketing materials, advertising in trade magazines, etc.?

Answer: The Administrative Fee is the only cost shared by Supplier. However, Supplier may, on their own, purchase marketing and advertising at their sole cost.

- 23 Question: Page 35, 3.3 B States "Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement." How does ESC 4 define a "trade publication?"

Answer: This document is an OMNIA Partners document and in this case, OMNIA Partners categorize a "trade publication" as a publication that is intended for the public sector audience.

- 24 Question: Exhibit D – Principal Procurement Agency Certificate, Example (Page 48): Is this just an example or is the expectation that the vendors read through it and provide any exceptions as part of the proposal?

Answer: Exhibit D is an informational document only, and provides an example of the agreement that Region 4 signed to partner with OMNIA Partners to provide a contract on a national basis.

- 25 Question: Exhibit H – Advertising Compliance Requirement (Page 80): Please clarify the purpose of this list? Is it informational only or are these the states the vendor is required to advertise in?

Answer: Exhibit H is included to satisfy the legal requirements for advertising in a couple of states that require each agency within the state be named in the solicitation. This is not a comprehensive list of agencies registered with OMNIA Partners. This is information only.

- 26 Question: III. Instructions to Offerors Proposal Format states: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please clarify – does this mean ESC 4 is requiring original, wet signatures?

Answer: See Changes to the RFP # 1 in this Addendum.

- 27 Question: Regarding the requirement for hard copy in accordance with RFP III Instructions to Offerors (5. Proposal Format): QUESTION: Due to the risk of exposure when mailing hard copies and other unforeseen challenges presented by COVID-19, will Region 4 ESC consider removing the hard copy requirement on its bid and accept proposals electronically via a portal or email?

Answer: See response to Questions 26.

- 28 Question: Page 4 of the RFP lists all products/solutions for this solicitation. If a vendor has additional solution beyond what is listed, such as Student Assessment product, Learning Management System (LMS), or a Student Information System (SIS), should vendors also propose these products or only propose solutions that are called out in the list?

Answer: As noted on page 14, section d) Value Add, Offerors should "Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract."

- 29 Question: Please further define/clarify this requirement: 3.3 Marketing and Sales, K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Answer: Offerors should submit all products or services, related to the RFP, and also include any details about a participating agencies system requirements to utilize or obtain the products or services of the resulting Contract.

- 30 Question: Is there the option to provide RFP responses digitally instead of hard copy?

Answer: See response to Question 26.

- 31 Question: How much flexibility will be considered to align with industry best practice in terms and conditions?

Answer: Offerors should submit any exceptions to OMNIA Partners Terms and Conditions with their proposal.

- 32 Question: Will Region 4 push the due date of Solicitation Number 20-07: HCM Systems and Managed Business Solutions back two weeks to Tuesday, August 18?

Answer: Region 4 ESC does not plan to extend the deadline for submittal. Responses are due as indicted in RFP #20-07, Human Capital Management Systems and Managed Business Solutions.

- 33 Question: Could Region 4 ESC elaborate on what they mean by 'emergency orders' on page 13 of the RFP?

Answer: An emergency order is any order made to the Supplier that is outside of any schedule or timeline and which requires immediate attention and quick turnaround.

- 34 Question: "Will objections to OMNIA contracts be noted in Appendix B of the proposal? Or would that contract be negotiated following the award of the contract? If yes, could OMNIA specify which contracts require objections to be noted prior to the submission of our proposal?"



Answer: Offerors may take exceptions to the RFP, the sample contract and the OMNIA Partners exhibits and documents, by providing those exceptions in their original response to the RFP.

35 Question: The link for (N.J.S.A. 52:32-44) is not working, could an updated link be provided?

Answer: Updated Link: <https://www.njportal.com/DOR/BusinessRegistration/>

36 Question: The two additional thumb drives (if there is any confidential information to note). How would you like us to highlight the confidential information on the two additional flash drives?

Answer: Per response to question # 26, submittals will be accepted on USB thumb drives and Offerors should clearly mark any documents it considers to be confidential with the watermark "CONFIDENTIAL".

37 Question: For Questions F and H of Section 3.1 (on pg 14 and 15), do we need to list Value Added subcontractors whose services aren't required to use our products and services?

Answer: Offerors may include the names and details of those products and services it proposes as a Value Add.

38 Question: Will there be any extension to the submission deadline?

Answer: See response to question 32.

39 Question: In Section 2.1, it's unclear what is meant in subsection 2) by stating that the Master Agreement is our "Primary Go To Market Strategy" for public agencies. More of a concern is subsection 3) where we are required to promote this master agreement to all public agencies, including existing customers, and switch such customers over to the master agreement. Subsection 3 definitely presents a conflict of interest with other agreements we have in place, and subsection 2, depending on what this phrase means, may as well. Can you explain what you mean in section 2 and, if necessary to ensure our compliance with agreements we currently have in place, can subsections 2 and 3 be removed?

Answer: See response to question 34.

40 Question: In Section 2.2, we cannot state that the pricing in this agreement is the lowest pricing we offer to public agencies nationwide, as we don't have a way to ensure compliance with that statement. Even if we interpret this phrasing to mean the lowest price for services that are available as a whole across the nation (as opposed to the lowest pricing that we offer for any individual public agency that happens to be in the nation) we still can't guarantee that is the case. Can this section be removed?

Answer: See response to question 34.

41 Question: In Section 2.3, for similar reasons as stated above in 2.1 and 2.2, we can't agree to use the master agreement as our "go to strategy". Can this section be removed?

Answer: See response to question 34.

42 Question: In Section 3.3, we can't guarantee sales volume (subsection L) and Subsection M requires us to use the Master Agreement when responding to Public Agency RFPs. Can this section be removed?

Answer: See response to question 34.

43 Question: Under Section 11C "Delivery/Service Failures", can we make the following redline to the agreement? "Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred."

Answer: See response to question 34.

44 Question: We are worried that Section 26 will lead to confusion because it is written for construction contractors who are required to keep their worksite safe; however, when we assign temporary workers, Region 4 ESC should be required to provide a safe worksite. May we add the following clarification: "for all temporary workers assigned to Region 4 ESC, Region 4 ESC shall maintain a safe work site and provide OSHA recommended safety training if applicable"?

Answer: See response to question 34.

45 Question: Under Section 30 "Indemnification" Can we make the following addition to the agreement? "Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas."

Answer: See response to question 34.

46 Question: Can you please describe the process for down-selection and negotiation?

Answer: Offerors should reference page 10, Section 18 Negotiations.

47 Question: What specific "Marketing Materials" would be required from the "Dedicated OMNIA Partners internet web-based homepage on Supplier's website" outlined in Section B, viii?

Answer: OMNIA Partners requires supplier partners to help us sell their agreement by providing cobranded collateral. This material does not have to be a specific format but is intended to act as a leave-behind or sell sheet to support our respective sales teams in their efforts to sell the program. OMNIA Partners will assign a dedicated marketing resource to assist the supplier with this material, answer any questions that arise and guide the supplier along the way.

48 Question: Similar to above, will Omnia be willing to host and control the joint webpage while we link to it from our site? This provides more control for their organization.

Answer: Each supplier partner in the OMNIA Partners portfolio will have a microsite on public.Omniapartners.com. The section referenced below is referring to the supplier's website so, therefore, OMNIA Partners will not host the one in question. However, their dedicated marketing resource can provide them with OMNIA Partners-related content for their creation of the page on the supplier's website.

**RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 20-07

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Human Capital Management Systems and Managed Business Solutions

**SUBMITTAL DEADLINE: Tuesday, August 25, 2020, 2:00 PM CENTRAL TIME**

This Addendum No. 2 amends the Request for Proposals (RFP) for Human Capital Management Systems and Managed Business Solutions 20-07 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Addendum No. 2 is hereby issued as follows:

- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, August 4, 2020 at 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, August 25, 2020 at 2:00 PM Central Time

**RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT**

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**Region 4 Education Service Center (ESC)**

**Contract # R200701**

*for*

Human Capital Management Systems and Managed Business  
Solutions

*with*

**ADP, Inc.**

Effective: May 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and ADP, effective May 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of February 23, 2021 by and between ADP, INC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Human Capital Management Systems and Managed Business Solutions ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R200701 for Human Capital Management Systems and Managed Business Solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
    - i. Providing material that does not meet the specifications of the Contract;
    - ii. Providing work or material was not awarded under the Contract;
    - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. Region 4 ESC must provide at least 30 days advance notice of intent to audit, and must notify Contractor of the intended scope of the audit. Audit may not last more than 5 business days and shall not include access to Contract's confidential data centers. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm as approved by both parties.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably

expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrator, employees and agents against all third party claims that arise as a result of negligent or intentional acts or omission of the Contractor or Contractor employees or from third party claims that the supplies infringe the intellectual property rights of a third party.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of thirty

(30) days' notice prior to any material modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ADP

Address 5800 Windward Pkwy

City/State/Zip Alpharetta, GA 30005

Telephone No. 404-445-9529

Email Address dana.m.fox@adp.com

Printed Name Dana Fox

Title VP Alliances

Authorized signature Dana Fox

**Accepted by Region 4 ESC:**

Contract No. R200701

Initial Contract Term May 1, 2021 to April 30, 2024

Margaret S. Bass  
 Region 4 ESC Authorized Board Member

2/23/2021  
Date

Margaret S. Bass  
Print Name

Linda Tinnerman  
 Region 4 ESC Authorized Board Member

2/23/2021  
Date

Linda Tinnerman  
Print Name



**Appendix B**

**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror’s proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
Draft Contract p. 4	18. Audit Rights	Region 4 ESC must provide at least 30 days advance notice of intent to audit, and must notify ADP of the intended scope of the audit. Audit may not last more than 5 business days and shall not include access to ADP’s confidential data centers.	Accepted - Section #18 - Audit Rights: Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor’s pricing at Contractor’s sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm as approved by both parties.
Draft Contract p. 6  2/9/2021 Accepted:	30. Indemnity  Indemnity: Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all third party claims that arise as a result of negligent or intentional acts or omission of the Contractor or Contractor employees or from third party claims that the supplies infringe the intellectual property rights of a third party.	Per company policy, ADP’s indemnification shall be for third-party claims shall not include all acts or omissions pertaining to the contract. Instead, it be limited to ADP’s failure to comply with its obligations under its contract with Region 4 ESC. Further, the indemnities set forth in the agreement must be conditioned on the following: (i) Region 4 ESC must promptly notify ADP of any matters in respect of which it seeks to be indemnified, and shall give ADP full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, and with counsel of ADP’s choice; (ii) ADP would have no obligation for any claim if Region 4 ESC makes any admission, settlement or other communication regarding such claim without the prior written consent of ADP (which consent shall not be	

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		unreasonably withheld); and (iii) Region 4 ESC's failure to promptly give notice to ADP shall affect ADP's obligation to indemnify Region 4 ESC only to the extent that ADP's rights are materially prejudiced by such failure. The agreement would permit Region 4 ESC to participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.	
Draft Contract . 6	32. Certificates of Insurance	ADP shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any material modifications or cancellation of policies.	Accepted
Administrative Agreement p. 11  OMNIA is acceptable too	7 (Consequential Damages)	Revise Section 7 to read as follows: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NEITHER OMNIA PARTNERS, PUBLIC SECTOR NOR SUPPLIER SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Accepted
Appendix A	NEW clause: Agreements with Participating Agencies	ADP proposes the addition of the following new clause: XX) Any Participating Agency, including Region 4 ESC or any of its public school districts or charter schools, wishing to procure services from Contractor pursuant to this Contract shall negotiate and execute with Contractor a separate services agreement, substantially in the form attached hereto at Tab 6€, to govern Contractor's provision of the services.	Accepted
Appendix D, Exhibit F  OMNIA is acceptable too	Section 2.2., Pricing Commitment	ADP cannot represent that its proposed not-to-exceed pricing will always result in Participating Agencies receiving the lowest possible pricing compared to ADP's public sector clients who purchase the same services under different circumstances. Revise Section 2.2, Pricing Commitment, as follows:  Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available not-to-exceed pricing offered to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing for substantially the same scope and volume of Supplier's services through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Accepted

p



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 1

Solicitation Number 20-07

Request for Proposal (“RFP”)  
by Region 4 Education Service Center (“ESC”)  
for Human Capital Management Systems and Managed Business Solutions

This Addendum No. 1 amends the Request for Proposals (RFP) for Human Capital Management Systems and Managed Business Solutions 20-07 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Addendum No. 1 is hereby issued as follows:

#### **CHANGES TO THE RFP TO UPDATE THE PROPOSAL FORMAT**

1. Page 7, section 5 Proposal Format  
Remove the entire section and replace with the following:
  5. **Proposal Format**: Proposals must contain two (2) electronic copies on USB flash drives. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Original hard copies, faxed or electronically transmitted responses will not be accepted.

Folders should be used to separate the proposal into sections. The following items identified must be included below the folders listed below. Each section should contain both the section of the RFP referenced and the Offeror’s response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

2. Page 7, section 6 Binder Tabs

Remove the entire section and replace with the following:

**6. Folders:**

Folder 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Folder 2 – Products/Pricing

Folder 3 – Performance Capability

- a. OMNIA Partners documents

Folder 4 – Qualification and Experience

- a. References

Folder 5 – Value Add

Folder 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
- b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
- c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
- d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
- e. Any additional agreements Offeror will require Participating Agencies to sign

**QUESTIONS AND ANSWERS**

- 1 Question: Is this a re-compete or a new opportunity?

Answer: This Human Capital Management Systems and Managed Business Solutions 20-07 RFP is a resolicitation of the current Region 4 Managed Business/Operational Services and Solutions RFP.

- 2 Question: What is the budget for this contracts?

Answer: As noted on page 3 of the RFP: While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million.

- 3 Question: Is this proposal to provide products/services to ESC 4 as a single organization or to be used also by all the member districts of ESC4?

Answer: The RFP is intended to provide products/services to Region 4 ESC, and other public agencies throughout the US that choose to piggyback off the resulting contract.

4 Question: Will multiple vendors be selected or is this award to a single vendor?

Answer: One or more suppliers may be selected and awarded as a result of this RFP.

5 Question: Does this RFP include firms who provide selection and implementation advisory services for these types of software products?

Answer: The intent is to receive proposals from suppliers/vendors that can provide as many of the services/products described in the RFP.

6 Question: Page 32, item 2.1 states "Supplier commits the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies." What must the vendor do to meet this requirement?

Answer: Awarded Supplier(s) will demonstrate that they are marketing and promoting the resulting Master Agreement as their primary strategy.

7 Question: Page 32, item 2.1 "Supplier commits the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement." Does this mean the supplier must proactively notify all existing customers that the supplier has signed the Omnia Master Agreement?

Answer: Awarded Supplier(s) are provided a microsite on the OMNIA Partners Public Sector. It is expected that Suppliers awarded a national contract would notify their existing customers of the availability of the contract.

8 Question: Page 32, item 2.2 states the supplier further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Does this apply to only other cooperatives the supplier is an approved vendor or any cooperative the participating public agency is part of?

Answer: It is expected that awarded Supplier would offer their lowest pricing through this contract. If Supplier has existing cooperative contracts, it is expected that the pricing in this contract would be equal or lower.

9 Question: Page 36, C states to Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Why is providing a list of current cooperative contracts required?

Answer: A list of current cooperative contracts is requested to allow OMNIA Partners to be more familiar with an awarded Supplier's familiarity in working with cooperative contracts.

10 Question: Page 37, J states to Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Why is the disclosure of this information required?

Answer: See response to question 9.

11 Question: Can Omnia provide a list of all K-12 schools and districts that are Omnia Partner members?

Answer: This is not provided during the RFP process, but could be provided , upon request, to awarded Supplier.

- 12 Question: The proposal indicates the estimated annual volume of Human Capital Management Systems and Managed Business Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$20 million. Can Omnia provide a breakdown per product type and entity (such as K-12) for sales made through Omnia for 2018 and for 2019?

Answer: OMNIA Partners does not have a specific break down by product type and entity. We can only provide the overall estimation.

- 13 Question: Is preference given to direct suppliers of product and support?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors or vendors.

- 14 Question: Page 12, section A states Cost plus pricing as a primary pricing structure is not acceptable. Please clarify what is meant by this statement.

Answer: Offerors should submit their pricing structure not their cost plus markup percentage, if any.

- 15 Question: Exhibit C seems to have a line across all the pages. Does this mean suppliers are not to consider or responds to Exhibit C? Please clarify.

Answer: The line is a relic and should be ignored. Suppliers should review this example only.

- 16 Question: Page 33, section 3.1 item D, states suppliers must provide annual sales for the three previous fiscal years and Submit FEIN and Dunn & Bradstreet Report. Will ESC 4 sign a non-disclosure agreement prior to the supplier providing this information?

Answer: Region 4 ESC will not sign a non-disclosure. Please refer to page 8 section 8 Open Records Policy and Appendix C, Doc #1 Acknowledgment and Acceptance of Region 4ESC's Open Records Policy.

- 17 Question: Question regarding the scope of work: Are you all looking for the offers to own the system required for the scope of work? or can the system come from a vendor?

Answer: The intent of the RFP is to receive turn-key solutions and services which may or may not include subcontractors.

- 18 Question: Will ESC 4 be providing a cost form or should the vendors create their own to be included in the proposal?

Answer: A price form is not being provided for this RFP.

- 19 Question: ESC 4 is requesting pricing for 3 years. Can the vendors apply an annual uplift as part of the price proposal? If so, does it need to specify the amount or can the vendors just include "uplift language" and then resubmit pricing each year?

Answer: Offerors should refer to page 12 section 3.a) item vi. for details on providing pricing structures and adjustments. Offerors should also refer to page 4 of Appendix A Draft

Contract, section 17) Price Adjustments. Offerors should submit any exceptions to the Draft Contract with their proposal.

- 20 Question: Page 38, M II, states "If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement." In this case, can the vendor then offer lower pricing for a specific agency and not be required to proactively reduce the cost for any other public agency which has already purchased the product?

Answer: Yes, a Supplier may offer lower pricing for a specific agency so long as it is not higher than the not-to-exceed pricing.

- 21 Question: Page 41, item 9, states "Supplier shall require each Public Agency to register its participation in the OMNIA Partners program." Does this mean suppliers must proactively require a public agency to register through Omnia or is this just an option? Please clarify what is meant by "shall require."

Answer: This registration applies only to participating Public Agencies that piggyback off of contracts resulting from this RFP.

- 22 Question: Page 35, B.1: How is the cost shared between Omnia and the supplier in regards to publication of marketing materials, advertising in trade magazines, etc.?

Answer: The Administrative Fee is the only cost shared by Supplier. However, Supplier may, on their own, purchase marketing and advertising at their sole cost.

- 23 Question: Page 35, 3.3 B States "Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement." How does ESC 4 define a "trade publication?"

Answer: This document is an OMNIA Partners document and in this case, OMNIA Partners categorize a "trade publication" as a publication that is intended for the public sector audience.

- 24 Question: Exhibit D – Principal Procurement Agency Certificate, Example (Page 48): Is this just an example or is the expectation that the vendors read through it and provide any exceptions as part of the proposal?

Answer: Exhibit D is an informational document only, and provides an example of the agreement that Region 4 signed to partner with OMNIA Partners to provide a contract on a national basis.

- 25 Question: Exhibit H – Advertising Compliance Requirement (Page 80): Please clarify the purpose of this list? Is it informational only or are these the states the vendor is required to advertise in?

Answer: Exhibit H is included to satisfy the legal requirements for advertising in a couple of states that require each agency within the state be named in the solicitation. This is not a comprehensive list of agencies registered with OMNIA Partners. This is information only.

- 26 Question: III. Instructions to Offerors Proposal Format states: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please clarify – does this mean ESC 4 is requiring original, wet signatures?

Answer: See Changes to the RFP # 1 in this Addendum.

- 27 Question: Regarding the requirement for hard copy in accordance with RFP III Instructions to Offerors (5. Proposal Format): QUESTION: Due to the risk of exposure when mailing hard copies and other unforeseen challenges presented by COVID-19, will Region 4 ESC consider removing the hard copy requirement on its bid and accept proposals electronically via a portal or email?

Answer: See response to Questions 26.

- 28 Question: Page 4 of the RFP lists all products/solutions for this solicitation. If a vendor has additional solution beyond what is listed, such as Student Assessment product, Learning Management System (LMS), or a Student Information System (SIS), should vendors also propose these products or only propose solutions that are called out in the list?

Answer: As noted on page 14, section d) Value Add, Offerors should "Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract."

- 29 Question: Please further define/clarify this requirement: 3.3 Marketing and Sales, K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Answer: Offerors should submit all products or services, related to the RFP, and also include any details about a participating agencies system requirements to utilize or obtain the products or services of the resulting Contract.

- 30 Question: Is there the option to provide RFP responses digitally instead of hard copy?

Answer: See response to Question 26.

- 31 Question: How much flexibility will be considered to align with industry best practice in terms and conditions?

Answer: Offerors should submit any exceptions to OMNIA Partners Terms and Conditions with their proposal.

- 32 Question: Will Region 4 push the due date of Solicitation Number 20-07: HCM Systems and Managed Business Solutions back two weeks to Tuesday, August 18?

Answer: Region 4 ESC does not plan to extend the deadline for submittal. Responses are due as indicted in RFP #20-07, Human Capital Management Systems and Managed Business Solutions.

- 33 Question: Could Region 4 ESC elaborate on what they mean by 'emergency orders' on page 13 of the RFP?

Answer: An emergency order is any order made to the Supplier that is outside of any schedule or timeline and which requires immediate attention and quick turnaround.

- 34 Question: "Will objections to OMNIA contracts be noted in Appendix B of the proposal? Or would that contract be negotiated following the award of the contract? If yes, could OMNIA specify which contracts require objections to be noted prior to the submission of our proposal?"



Answer: Offerors may take exceptions to the RFP, the sample contract and the OMNIA Partners exhibits and documents, by providing those exceptions in their original response to the RFP.

35 Question: The link for (N.J.S.A. 52:32-44) is not working, could an updated link be provided?

Answer: Updated Link: <https://www.njportal.com/DOR/BusinessRegistration/>

36 Question: The two additional thumb drives (if there is any confidential information to note). How would you like us to highlight the confidential information on the two additional flash drives?

Answer: Per response to question # 26, submittals will be accepted on USB thumb drives and Offerors should clearly mark any documents it considers to be confidential with the watermark "CONFIDENTIAL".

37 Question: For Questions F and H of Section 3.1 (on pg 14 and 15), do we need to list Value Added subcontractors whose services aren't required to use our products and services?

Answer: Offerors may include the names and details of those products and services it proposes as a Value Add.

38 Question: Will there be any extension to the submission deadline?

Answer: See response to question 32.

39 Question: In Section 2.1, it's unclear what is meant in subsection 2) by stating that the Master Agreement is our "Primary Go To Market Strategy" for public agencies. More of a concern is subsection 3) where we are required to promote this master agreement to all public agencies, including existing customers, and switch such customers over to the master agreement. Subsection 3 definitely presents a conflict of interest with other agreements we have in place, and subsection 2, depending on what this phrase means, may as well. Can you explain what you mean in section 2 and, if necessary to ensure our compliance with agreements we currently have in place, can subsections 2 and 3 be removed?

Answer: See response to question 34.

40 Question: In Section 2.2, we cannot state that the pricing in this agreement is the lowest pricing we offer to public agencies nationwide, as we don't have a way to ensure compliance with that statement. Even if we interpret this phrasing to mean the lowest price for services that are available as a whole across the nation (as opposed to the lowest pricing that we offer for any individual public agency that happens to be in the nation) we still can't guarantee that is the case. Can this section be removed?

Answer: See response to question 34.

41 Question: In Section 2.3, for similar reasons as stated above in 2.1 and 2.2, we can't agree to use the master agreement as our "go to strategy". Can this section be removed?

Answer: See response to question 34.

42 Question: In Section 3.3, we can't guarantee sales volume (subsection L) and Subsection M requires us to use the Master Agreement when responding to Public Agency RFPs. Can this section be removed?

Answer: See response to question 34.

43 Question: Under Section 11C "Delivery/Service Failures", can we make the following redline to the agreement? "Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred."

Answer: See response to question 34.

44 Question: We are worried that Section 26 will lead to confusion because it is written for construction contractors who are required to keep their worksite safe; however, when we assign temporary workers, Region 4 ESC should be required to provide a safe worksite. May we add the following clarification: "for all temporary workers assigned to Region 4 ESC, Region 4 ESC shall maintain a safe work site and provide OSHA recommended safety training if applicable"?

Answer: See response to question 34.

45 Question: Under Section 30 "Indemnification" Can we make the following addition to the agreement? "Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas."

Answer: See response to question 34.

46 Question: Can you please describe the process for down-selection and negotiation?

Answer: Offerors should reference page 10, Section 18 Negotiations.

47 Question: What specific "Marketing Materials" would be required from the "Dedicated OMNIA Partners internet web-based homepage on Supplier's website" outlined in Section B, viii?

Answer: OMNIA Partners requires supplier partners to help us sell their agreement by providing cobranded collateral. This material does not have to be a specific format but is intended to act as a leave-behind or sell sheet to support our respective sales teams in their efforts to sell the program. OMNIA Partners will assign a dedicated marketing resource to assist the supplier with this material, answer any questions that arise and guide the supplier along the way.

48 Question: Similar to above, will Omnia be willing to host and control the joint webpage while we link to it from our site? This provides more control for their organization.

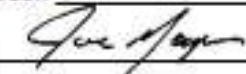
Answer: Each supplier partner in the OMNIA Partners portfolio will have a microsite on public.Omniapartners.com. The section referenced below is referring to the supplier's website so, therefore, OMNIA Partners will not host the one in question. However, their dedicated marketing resource can provide them with OMNIA Partners-related content for their creation of the page on the supplier's website.



# Receipt of Addendum No. 1 Acknowledgement

## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ADP, Inc.  
Contact Person Joe Moyer  
Signature   
Date August 25, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

[www.esc4.net](http://www.esc4.net)

## NOTICE TO OFFEROR

### ADDENDUM NO. 2

Solicitation Number 20-07

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Human Capital Management Systems and Managed Business Solutions

**SUBMITTAL DEADLINE: Tuesday, August 25, 2020, 2:00 PM CENTRAL TIME**

This Addendum No. 2 amends the Request for Proposals (RFP) for Human Capital Management Systems and Managed Business Solutions 20-07 (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Human Capital Management Systems and Managed Business Solutions. Addendum No. 2 is hereby issued as follows:

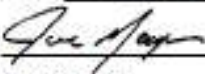
- 1. Submittal Deadline:** The submittal deadline for this RFP is hereby changed from Tuesday, August 4, 2020 at 2:00 PM Central Time and extended as indicated below and above:
  - Tuesday, August 25, 2020 at 2:00 PM Central Time



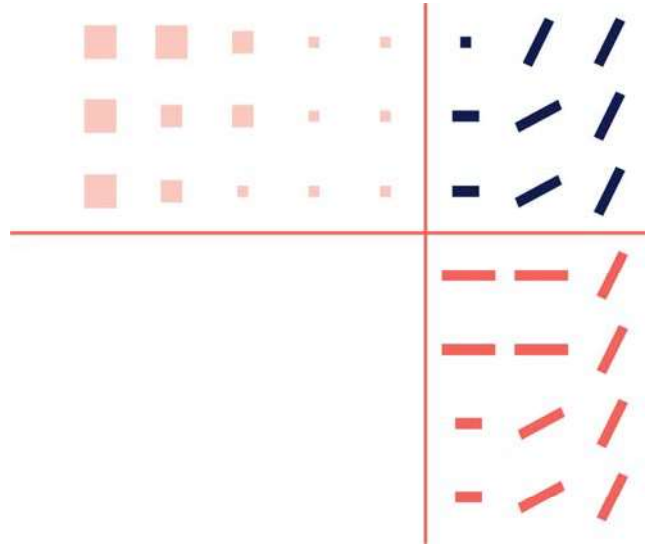
# Receipt of Addendum No. 2 Acknowledgement

## RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ADP, Inc.  
Contact Person Joe Moyer  
Signature   
Date August 25, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



# #WorkingFor

## Region 4 Education Service Center



August 25, 2020

**Solicitation Number 20-07**

**Request for Proposal for Human Capital Management Systems and Managed Business Solutions**

Presented By

Joe Moyer  
Vice President, Vertical Solutions  
847-727-0930  
joe.moyer@adp.com



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- Appendix D – Exhibit G – DOC #5 – Stockholder Disclosure Certification
- Appendix D – Exhibit G – DOC #6 – Certification of Non-Involvement in Prohibited Activities in Iran
- Appendix D – Exhibit G – DOC #7 – New Jersey Business Registration Certificate

## TABLE OF ATTACHMENTS

- Attachment 2-IV-2A – ADP-OMNIA Partners Master Services Agreement (**REDACTED in this version.**)
- Attachment 2-IV-2B – ADP Standard Sample Master Services Agreement (**REDACTED in this version.**)
- Attachment 2-IV-3a-viii – ADP’s Pricing Proposal
- Attachment 3-b-xiii – ADP-The Hackett Group Fact Sheet
- Attachment DA-3-a-D-a – ADP D&B Reports
- Attachment DA-3-1-F – ADP Supplier Diversity Overview
- Attachment DA-3-3-B-I – ADP and OMNIA Partners Public Sector Press Release – July 2020
- Attachment DA-3-3-b-iiia – ADP OMNIA Partners Overview for Public Sector
- Attachment DA-3-3-B-iiib – ADP Health Compliance for Public Sector
- Attachment DA-3-3-iiic – ADP Workforce Now for Public Sector
- Attachment 4-c-vii – ADP References (**REDACTED in this version.**)





Attachment A – ADP Comprehensive HR and Payroll Solution Overview

Attachment B – ADP Workforce Management Solution Overview

Attachment C – ADP Comprehensive Benefits Administration Solution Overview

Attachment D – ADP Standalone Benefits with Call Center Services Solution Overview

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Attachment H – ADP Compliance Solutions Overview



# Cover Letter

August 25, 2020

Crystal Wallace  
Business Operations Specialist  
Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

RE: Solicitation Number 20-07  
Request for Proposal for Human Capital Management Systems and Managed Business Solutions

Dear Crystal,

We appreciate the opportunity to submit ADP's response to Region 4 Education Service Center's (ESC) Solicitation Number 20-07 / Request for Proposal for Human Capital Management Systems and Managed Business Solutions.

As OMNIA Partners' current human capital management (HCM) services awardee and contracting partner, we are eager to discuss the many ways ADP's unified solution can continue to support your distinct employee population and expanding service program by leveraging nationwide agencies via your OMNIA Partners contract.

With ADP, OMNIA Partners members will achieve a unified approach to managing the full spectrum of hire-to-retain functions. Our feature-rich Software as a Service (SaaS) platform brings OMNIA Partners an innovative, insightful resource and includes our proven best practices and flexible technology that is wrapped in our unparalleled service model.

As you have experienced throughout our 13 years of awarded partnership, by uniting HR, payroll, benefits, talent and time capabilities within a single, integrated offering, OMNIA Partners consolidates HR technologies and services to leverage a cost-efficient, compliance-ready and collaborative HCM solution.

ADP's robust solutions offer a single source of truth for HCM information, allowing OMNIA Partners to make well-informed workforce decisions that help put your members' specific HR strategies into action.

"If you're considering ADP, I highly recommend it. They provide stability and constant enhancement, so their products are always getting better. It's seamless from the user standpoint — everything you need goes on behind-the-scenes, and you have great support with the product. It's highly integrated, it talks to the other providers that you have, and it's an amazing system."

**Chuck Fimble**  
Chief Talent Officer,  
KIPP Houston



Our solution:

- **Reduces** total cost of ownership by eliminating integration management, software maintenance and infrastructure support.
- **Improves** employee satisfaction and retention through easy access to HR data and processes — anytime, anywhere, on any device.
- **Delivers** unmatched workforce analytics, as well as Market Insights, to help OMNIA Partners make effective business decisions.
- **Enables** real-time reporting across all divisions.
- **Elevates** HR to take a more strategic role in the organization through automating key HCM processes and offloading other administrative responsibilities to ADP.
- **Removes** any technology-based restrictions to organizational growth.
- **Improves** the ability to meet compliance requirements and mitigates risk.
- **Simplifies** HR processing through an innovative user interface, flexible workflow and role-based views.

## Your Responsive Partner

COVID-19 continues to affect our personal and workplace lives in unprecedented ways. From implementing electronic pay solutions to maximizing Coronavirus-specific government programs, ADP is helping employers respond to the COVID-19 crisis. We have pivoted rapidly to deliver compliance tools and add value for our clients, and we are poised to support OMNIA Partners during the coming transitions resulting from the Coronavirus pandemic.



**Agile pay solutions.** The Coronavirus pandemic has taught employers the importance of having touchless pay solutions in place for 100 percent of their employees. As the leader in pay, ADP helps clients implement a full range of agile pay solutions, including:

- *Direct deposit.* Transactions are managed by and originate from ADP. Payees can direct flat amount deposits to multiple accounts.
- *Pay card.* The branded or unbranded pay card can be used at ATMs, banks or retailers around the world. Our pay card allows clients to go 100 percent paperless in all 50 states.



- *Online and mobile pay information.* ADP's electronic statement feature allows employees to view, save and print images of their pay statements and Forms W-2.

In addition, ADP is hosting a series of Workplace Spotlight webcasts to offer clients critical insights and best practices on these topics:

- Legislative updates, including Congressional action
- IRS and other federal agency updates
- Paid sick leave laws, including the latest state developments

ADP remains at the forefront of helping employers understand the complex compliance, financial and strategic issues surrounding workforce management. Our clients benefit from our expertise as they prepare for future workplace compliance changes.

As OMNIA Partners considers your future state in the HCM environment, you can be confident that ADP's unified solution, backed by our technology and proven service model, provides both the flexibility and scope of services you need today and scalability as your requirements expand in the future. Combined with our proven partnership as your HCM service provider, our knowledge of your organization, our alignment with your goals and expectations, and our commitment to delivering excellence across your OMNIA Partners participants, ADP remains dedicated to collaborating with you to continued success with your full-scope HCM initiative.

I look forward to continuing as your point of contact throughout the ESC and OMNIA Partners' evaluation. If you have any questions or would like clarification on any aspect of this response, please feel free to contact me using the information below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Moyer', is positioned above the typed name.

Joe Moyer  
Vice President, Vertical Solutions  
847-727-0930  
joe.moyer@adp.com



## ADP COVID-19 Return to the Workplace Support

As a critical partner to OMNIA Partners members, we understand the importance of providing continued support for our clients amidst this global health event. Public sector organizations are now navigating a new set of challenges, and we are committed to actively helping our clients get back to work safely.

As part of our Return to the Workplace initiative, we are providing resources and expertise to assist employers as they resume operations, including a downloadable Guide to Getting Back to the Workplace, a readiness assessment tool to gauge employee wellness and readiness to return to work, on-demand compliance resources and more. We are also continuously adding and optimizing features to help our clients meet new challenges as circumstances change.

The health and well-being of our associates, clients and their employees are of utmost importance to us. We continue to monitor Coronavirus (COVID-19) developments closely through local authorities, the U.S. Centers for Disease Control and Prevention and the World Health Organization. As the situation evolves, we remain keenly focused on our preparedness efforts to maintain a safe work environment for our associates and to sustain our business operations.

Security, safety and well-being are integral to our products, business processes and infrastructure. We have a robust, global, integrated Business Resiliency Program in place that is managed by a dedicated team of experts who are committed to keeping our operations running smoothly so that we can provide you with the best possible service.

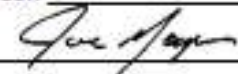
For more information on how ADP is supporting our clients as they navigate this global health event please visit: [ADP COVID-19 Preparedness](#) and [The Way Forward](#).



# Receipt of Addendum No. 1 Acknowledgement

## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ADP, Inc.  
Contact Person Joe Moyer  
Signature   
Date August 25, 2020

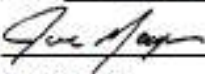
Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



# Receipt of Addendum No. 2 Acknowledgement

## RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name ADP, Inc.  
Contact Person Joe Moyer  
Signature   
Date August 25, 2020

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist



## Folder 2 – Products/Pricing

### IV. EVALUATION PROCESS AND CRITERIA

1. **A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:**
  - a) **Products/Pricing (40 Points)**
  - b) **Performance Capability (30 Points)**
  - c) **Qualification and Experience (20 Points)**
  - d) **Value Add (10 Points)**

ADP acknowledges 's evaluation process and criteria.

2. **Offerors shall present their typical approach to providing services within these categories, including methodology and delivery. Offerors will be expected to ensure design compatibility and uniformity. Include, a detailed work plan for each service offering that identifies key time frames and milestones.**

ADP has presented individual service offering approach, including work plans and project timeframes, in the following solution overview documents for your consideration:

- **Attachment A – ADP Comprehensive HR and Payroll Solution Overview.**
- **Attachment B – ADP Workforce Management Solution Overview.**
- **Attachment C – ADP Comprehensive Benefits Administration Solution Overview**
- **Attachment D – ADP Standalone Benefits with Call Center Services Solution Overview**
- **Attachment E - ADP Recruiting Management Solution Overview**
- **Attachment F – ADP Talent Management Solution Overview**
- **Attachment G – ADP Talent Activation Solution Overview**
- **Attachment H – ADP Compliance Solutions Overview**

**Offerors must include their company's standard master service agreement.**

Please see **Attachment 2-IV-2A – ADP Standard Sample Master Service Agreement. (This has been removed from the redacted version of our response.)**

Additionally, ADP has an existing Master Services Agreement (MSA) with OMNIA Partners, as presented in **Attachment 2-IV-2B – ADP-OMNIA Partners Master Services Agreement. (This has been removed from the redacted version of our response.)** Our MSA is modular in nature to accommodate easy amendment to include additional services. We would propose, for simplicity, to amend the existing MSA to add service-specific terms, pricing and statement of work.





3. **Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:**

a) **Products/Pricing**

i. **Describe products, service and human capital management systems packages. Will a participating agency be able to create a human capital management systems package(s) based on their needs? Detail your response.**

ADP has a level of flexibility in our engagement model that truly sets us apart from anyone else in the marketplace. Organizations can partner with ADP for payroll, human resources, benefits, talent, time and labor management, health compliance services to manage the Affordable Care Act and stand-alone compliance solutions or any number of hire-to-retain functions within the scope of human capital management (HCM). This allows OMNIA Partners members to engage ADP in the way that best fits their needs and solution set today, as well as the ever-evolving future.

We understand that every organization is at a different point on the path of modernization and digitization. So, we at ADP maintain a fluid and evolving relationship with our customers that allows us to support their needs both present and future. We accomplish this by wrapping our world class service around our award-winning technology. This allows the humanity behind the technology to shine and is why we have been the market leader for more than 70 years.

We have included our Business Processing Outsourcing (BPO) in our HCM selection as these services can be wrapped around a majority of our offerings. Some organizations may consider this to be "Managed Business Services."

### **HR/Payroll Administration Solutions**

**HR business process outsourcing (BPO) services.** Our HR BPO solution is designed to help employers reduce costs, improve service levels to employees and manage risk. BPO is a logical evolution of ADP's traditional HR, payroll and benefits expertise. ADP handles back-office and front-office services — wrapping traditional transaction processing in administration and service center support. ADP administers all services with our platforms and operations. Our clients obtain business-critical HR solutions and integrated service delivery from a single provider.

**Human capital management (HCM).** ADP unites the key areas of HCM: HR management, benefits administration, payroll services, workforce management, talent activation and talent management. A single system of record improves productivity and process efficiency, and self-service capabilities empower employees with control over common processes and data entry — while reducing the burden on HR and payroll teams. ADP's HCM offering aligns applications and processes with business strategy to help our clients meet strategic goals and improve business outcomes.



**HR administration services.** ADP's robust HR functionality allows clients to:

- Manage employees through the employment life cycle.
- Facilitate employee engagement through online and mobile capabilities.
- Administer critical HR policies, including compensation structures and salary budgets.
- Anticipate the impact of restructuring with integrated organization charting and modeling.
- Manage mandatory compliance issues, such as: ADA accommodations; FMLA tracking; and EEO, VETS and OSHA reports.

**Mobile.** ADP's integrated mobile application provides access to key ADP services across multiple personas (employee, manager and practitioner), HR domains, geographies and device types. The mobile application supports immediate access to real-time data to improve employee communications and drive productivity and engagement.

ADP's tablet app provides smartphone features, as well as other capabilities unique to a tablet, such as swipe, pinch/zoom, change from landscape to portrait, integration with GPS, photos and video.

**Application hosting services.** Our clients leverage ADP's national hosting services to minimize demands on their internal IT and networking departments. ADP supports HRMS and related ADP applications, including network connections, data center management and complete IT maintenance (upgrades and database management). ADP also provides all implementation services (installation of the operating system, database and applications) and any needed customizations to the solution.

**Implementation support.** Flexible implementation options are tailored to our clients' organizational requirements. Clients that need to quickly realize a return on investment can leverage our proprietary methodology to deliver successful, on-time executions. Organizations that require a dedicated project management resource or immediate adaptations to the solution to meet specific needs can leverage ADP Professional Services for more complex implementation requirements.

**Payroll services.** ADP's payroll-related services can be purchased according to each client's needs, or our clients can leverage the synergies of working with a single vendor as a partner for your HCM needs.

**Affordable Care Act (ACA) compliance solutions.** ADP's health compliance offering is a software and service solution designed to help organizations manage compliance with the ACA. The robust solution addresses requirements relating to eligibility, affordability and regulatory management, and indicators are provided to enrollment and workforce planning systems. ADP provides the support, expertise and technology to help our clients remain compliant while keeping costs under control.

**Banking services.** ADP consolidates payroll banking processes to minimize our clients' exposure to check fraud, streamline funds disbursement and simplify reconciliation. Banking



services can be used in conjunction with our payroll processing services or added to an in-house payroll system.

**New-hire reporting.** ADP ensures prompt, accurate filing of all new-hire reporting information — regardless of the number of states of operation. Newly hired employees are properly reported to the appropriate state agencies according to each state’s methods and guidelines. ADP maintains historical information, tracks compliance and responds to state inquiries.

**Payroll communication services.** ADP can eliminate the time-consuming work of preparing, monitoring, collating and distributing pay instruments and tax forms. Outsourcing printing to ADP cuts equipment costs without requiring changes to software, schedules or processes.

**Digital employee document management.** OMNIA Partners can manage, store and access employee-related documents electronically on the employee record from anywhere. ADP Document Cloud allows employees, managers and practitioners to upload documents and easily access them within organized, logical categories. OMNIA Partners can reduce costs of maintaining paper copies and increase productivity by providing quick access to these types of files in one location.

## Talent Acquisition/Management Solutions

**Talent acquisition and recruiting.** Our clients can manage the entire staffing life cycle from sourcing, applicant tracking, onboarding, background screening, electronic Form I-9 administration and tax credit screening and administration:

- Applicant tracking/recruiting supports the recruitment of the exempt and nonexempt workforce and distributes hiring management activities.
- Sourcing provides a web-based contact relationship management tool and sourcing automation solution that is uniquely designed to source resumes from job boards, source contact information from public pages on the internet, and leverage partner databases for contacts to give clients better access to talent and improve the quality of hires.
- Recruitment training leverages social and mobile recruitment and advanced process efficiencies to define the latest recruitment best practices. AIRS<sup>®</sup>, an ADP Company, offers nationally accredited recruiter training certifications to companies who choose to maintain the recruiting function in-house.
- Recruitment process outsourcing (RPO) aligns the talent acquisition function with business objectives so our clients have the right people to grow their organizations. Our RPO strategy delivers expert knowledge and best practices through technology and service.
- Onboarding supports the successful onboarding process for new hires, which allows them to make an impact faster.
- Background screening offers convenient ways to collect applicant information, conduct extensive background screenings and access accurate background screening results. Our automatic system alerts, HR help desk, client audits and compliance updates assist our clients with their compliance obligations under hiring and data privacy laws.



- Electronic I-9 services manage the Form I-9 process (completion, processing, authentication of electronic signature, storing, tracking, updating and reporting) through our web application.
- Tax credit services help clients realize the various financial incentive programs created by federal, state and local governments to influence behaviors that stimulate the economy. These programs include various federal credits, demographic credits (WOTC/WTW), state credits, research and development credits, training credits and property tax abatements.

**Talent management/development services.** ADP's fully integrated, configurable talent management solution bridges the gap between employee development and employee performance. Clients can maximize workforce productivity, fill skill gaps, increase visibility into employee performance and productivity, link performance and pay, improve employee retention, lower administration and training costs and plan for long-term organizational health. Clients can roll out virtually any combination of these components:

- Learning streamlines administration, delivery and tracking for learning programs. Key capabilities include eLearning delivery, instructor-led training administration, virtual classroom, content management and compliance management.
- Performance delivers tools to assess and impact individual and organizational performance, including goal alignment, performance reviews, competency assessments and development plans.
- Compensation allows clients to link critical processes (training, appraisal and organizational goals) to develop a real pay-for-performance culture. Tools assist clients with compensation plans, allocation of compensation, bonus and equity planning and access to market salary data.
- Succession helps clients aggregate individual strengths to improve overall organizational capabilities. Key functionality includes succession management plans, configurable 9-box grids, career profiles, team/work group building and internal recruiting.

**Talent activation strategies.** StandOut powered by ADP is a cloud-based solution that ritualizes the behaviors of the best team leaders. Talent meets performance when team leaders know, focus and engage their people. StandOut gives team leaders a place to view their team members' strengths, build on these strengths to focus on the work at hand through a communication mechanism, and measure engagement and performance at the team leader's discretion and desired time frame.

StandOut is built on research that captures what great team leaders do. Talent activation includes:

- Strengths assessment to quickly identify team leaders' and team members' personal strengths.
- Team member Check-Ins support simple, powerful weekly conversations.
- Personal Learning Pulse capitalizes on an individual's strengths.
- Team Engagement Pulse provides coaching tips on boosting team engagement.
- Strengths Snapshot displays a team's strengths at a glance.



- Performance Pulse evaluates individual performance in the moment (not just once a year).
- Data insights and impact reporting track reliable performance data intelligently.

**Leader feedback.** Compass by ADP provides a consistent, formal approach for leaders to collect feedback from direct reports and peers/stakeholders. Continuous feedback loops give leaders confidential insight from others on key behaviors they can leverage to strengthen their relationships and leadership impact. The Leader Compass is a regular, short survey of a leader's team members that gathers data from direct reports to inform the leader's overall development direction. The Network Compass gives leaders perspective from their peers and other stakeholders.

## Time and Labor and Workforce Management

**Workforce management services.** ADP's workforce management solutions yield an immediate return on investment through faster, more accurate payroll processing and tighter control of employee time. Our clients reduce labor costs, improve efficiency and enhance strategic decision-making with real-time access to information.

**Compliance on Demand.** ADP Compliance on Demand is a compliance resource exclusively for ADP workforce management clients. OMNIA Partners' entire organization can reference this single source for timely, consistent information on federal, state and local regulatory compliance content (articles, videos, templates, guides and webinars). This unique service also includes an online compliance community and access to ADP expert compliance consultants.

## Benefits Administration Solutions

**Health and welfare administration services.** ADP provides a single point of contact to simplify benefits administration. Our account teams and service center support provide the necessary assistance. Integration with ADP HR/payroll solutions reduces double entry of data and facilitates communication. ADP develops benefits solutions that help our clients attract and retain the most capable employees in an economical, efficient way.

**Decision-support tools.** Our patented, proprietary decision-support features are integrated into the election experience — encouraging all employees to consider more than just per-paycheck costs. ADP's PlanFit medical selection tool matches employees to their best-fit plan based on their unique health care usage and costs, financial risk and preferences regarding access to care. A customizable plan comparison feature provides employees the information they need to understand their choices and make a well-informed health plan selection.

**Employee self-service functionality.** The charge for HR departments to do more with less — and the desire of employees to have convenient access to their benefits data — have increased the demand for web-based employee self-service functionality. In the midst of decreasing HR head count and the expectation to become more strategic, self-service capabilities are an HR administrative choice.



**Participant service center.** Innovative technology is only one component of ADP's benefits administration solution. Trained professionals serve as a natural extension of our clients' HR organizations. Our service centers provide support for your employees' benefits-related questions.

**Dependent verification services.** Auditing dependent data to request proof of dependent status is an intensive effort that requires coordination between the employee and employer. ADP acts on behalf of our clients to request proof of dependent status based on the audit(s) selected. These audits help clients control costs by ensuring benefits are offered only to the client's eligible dependents.

**Total compensation statements.** Employees want to see how much they are valued. Our versatile, personalized total compensation statement helps employees understand their total compensation, including the value of their medical, dental and spending accounts benefits. ADP can also work with our clients to show employees what their 401(k), pension and retirement income will look like in the future. Total compensation statements can be offered online or printed in full color and delivered to employees' homes.

**Employee communication services.** Employee communications can heighten employee awareness of the investment our clients make in their benefits programs. ADP can provide employees with personalized enrollment worksheets, confirmation statements, enrollment guides and compensation statements (among other forms of communication).

**Total absence management.** ADP's total absence management solution adds value for employers that are concerned about applying a leave policy fairly and consistently; complying with FMLA; administering all company, state and federal leaves; and assisting with employees returning to work.

**ADP Private Exchange.** The ADP Private Exchange solution powers benefits eligibility based on your business rules. We help our clients determine the employees who are eligible for employer-sponsored benefits and the employees who are eligible for individual benefits plans offered through the public exchange.

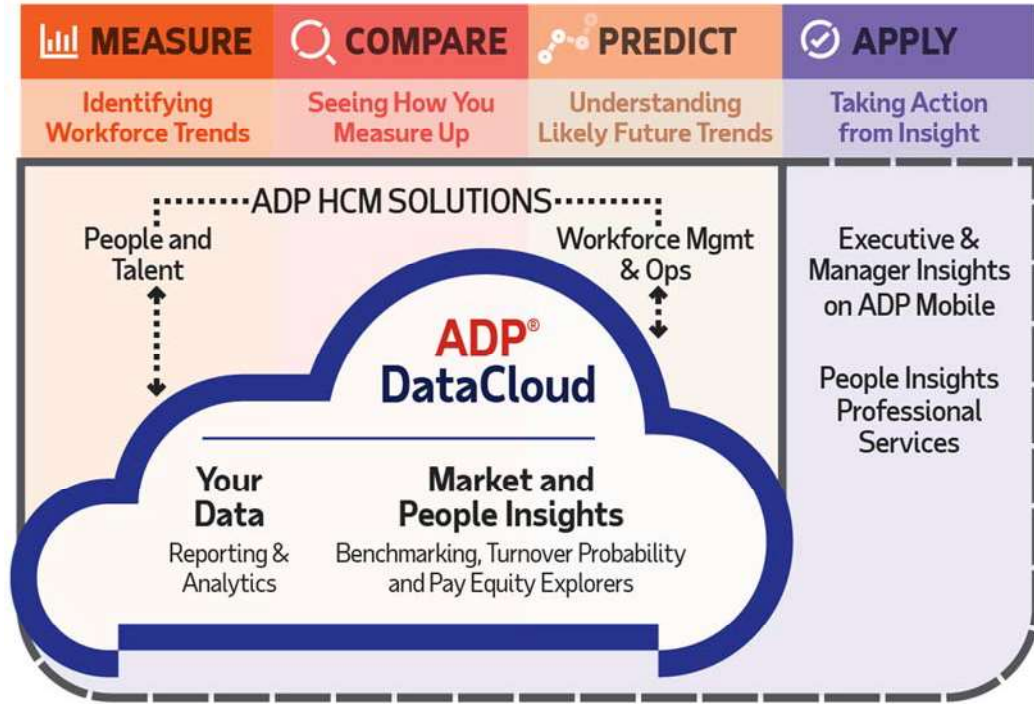
With the bring-your-own-broker exchange, OMNIA Partners works with the broker or consultant of your choice to develop a set of plans (typically 8–12) designed to best meet your needs. With the prepackaged private exchange, OMNIA Partners uses plans provided by an ADP broker partner that works with insurance carriers to create large plan selections addressing diverse benefits and cost-containment needs. ADP's first broker partnerships are with USI and Hays.

## Reporting and Analytics

ADP DataCloud supports better business decisions with deeper insights into your workforce. These powerful, intelligent data analysis tools help HR professionals measure, compare, predict and apply insights uncovered from ADP workforce data. From suggesting relevant



metrics and reports to proactively spotting potential attrition, ADP DataCloud lets you put data to work to help you move your organization forward:



- *Reporting* delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data.
- *Analytics* deliver preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement and compensation. Users can also create their own customized dashboards by combining available metrics, which can also be shared to foster collaboration.
- *Benchmarking* gives comparative insights into your workforce and compensation strategy against real, aggregated averages from millions of U.S. workers in ADP's client base. Our benchmarking solution has been recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR.
- *Executive and Manager Insights* on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. Executive-level access to insights can be provided without access to ADP HCM solutions.
- *Turnover Probability Explorer* provides predictive insight into risk of voluntary turnover and the drivers of those risk assessments and enables comparison of your turnover probability and underlying factors against industry benchmarks.



- *Pay Equity Explorer* helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation and load processes, as well as separate data stores.

## Advisory Services

**Strategic Advisory Services.** To effectively manage human capital, organizations need to consider the workforce dynamics, current trends, internal processes, technology and best practices. Through ADP Strategic Advisory Services, we can provide a thorough understanding of these dynamics across all areas of HR, talent management, benefits administration, workforce management and compliance and then apply that knowledge to your HCM strategy. Our specialized group works directly with you to provide business intelligence and analysis of the constantly changing HCM landscape. This complimentary offering is available to our clients to help you maximize your relationship with ADP.

**ADP Professional Services.** ADP Professional Services are offered as a complement to Strategic Advisory Services for additional fees. This team focuses on supporting client success and offers advanced expertise, tools and strategies that helps our clients solve their biggest challenges. We partner with our clients to help manage critical projects that can drive business outcomes in compliance assessments, process optimization, change management and communications.

**HCM Best Practice Program.** Clients can use The Hackett Group's comprehensive database of HR performance metrics, best practices and proprietary tools to drive better decision-making and achieve the full potential of their HCM strategies. Organizations can:

- Gain third-party perspective and expertise to validate strategy, set objectives and optimize solutions.
- Benchmark performance against a defined set of HCM best practices to guide the path toward world-class.
- Align best practices with business goals and define priorities based on objective assessments of potential impact and achievability.
- Assess progress against organizational objectives and identify which areas to address next

## Compliance Solutions

ADP's cloud-based platform of outsourced SmartCompliance services works with payroll, HR and financial systems and helps our clients maintain compliance, mitigate risk, improve efficiencies and drive growth. Your information is organized in one place to be concise and





actionable. Clients can support daily compliance and efficiency objectives and increase their contribution to strategic business growth.

**Employment tax.** ADP can effectively manage the entire tax process. We help our clients keep up with payroll taxes and employee-related legislation, dramatically reduce hidden costs, minimize related risk and focus on the bottom line. Our clients can alleviate a significant administrative burden by outsourcing employment tax management to ADP.

**Tax credits.** ADP can incorporate tax credit screening into your application and assessment process to maximize federal, state and local tax credit recovery. We help our clients claim the available tax credits and maximize their tax credit opportunities — which go right to the organization's bottom line.

**Wage payments.** Through the submission of a single data file, ADP can distribute employee payments via direct deposit, check and pay cards and make employees' pay statements available online.

**Form W-2 management.** For organizations that want to control their own data but outsource printing, finishing and distribution, ADP offers several options for printing and distributing payroll checks, direct deposit vouchers and year-end tax documents (such as Forms W-2 and 1099).

**Wage garnishments.** ADP's wage garnishment processing solution relieves our clients of the time-consuming, error-prone burden of prioritizing and calculating complex garnishments for child support payments, tax levies, bankruptcies and liens. In addition, unlike other services that simply cut checks, ADP manages and disburses funds to the appropriate payees.

Additional services on server-based platforms include:

**Unemployment claims.** ADP's helps our clients reduce and control the costs of unemployment insurance claims through prudent management of unemployment claims.

**Employment verification.** Our payroll clients can leverage a no-cost solution to outsource their commercial employment and income verification requests. Verifiers, such as lenders or pre-employment screeners, can securely obtain accurate, dependable verifications within seconds via the web. Employees' loan and credit applications close faster with this efficient, timely process, and employers can increase compliance, reduce costs and reallocate resources to focus on strategic goals.

## Retirement Services and Solutions

**401(k) plans.** ADP Retirement Services offers employers a strong suite of tax-advantaged programs, including 401(k) plans and a payroll deduction program for Section 529 college investment plans.



**Executive deferred compensation.** ADP understands the complexities associated with executive deferred compensation benefits. Our record keeping system specifically addresses nonqualified plan considerations.



Please see the attached solution overviews for a more detailed look at ADP’s solutions:

- **Attachment A – ADP Comprehensive HR and Payroll Solution Overview.**
- **Attachment B – ADP Workforce Management Solution Overview.**
- **Attachment C – ADP Comprehensive Benefits Administration Solution Overview**
- **Attachment D – ADP Standalone Benefits with Call Center Services Solution Overview**
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If awarded, ADP will work with each interested OMNIA Partners member to deliver both an appropriate product and service level offering.



**ii. Describe products, service and managed business solutions packages. Will a participating agency be able to create a managed business solutions package(s) based on their needs? Detail your response.**

While we are not responding to this portion, we do offer Business Process Outsourcing (BPO) as an additional layer of service around our payroll and several HCM products.

Our suite of products and service methods allows us to provide a client relationship which individually meets the needs of each of our clients and overall requirements. For those entities who are interested in a full comprehensive outsourced service, ADP offers two business process outsourcing (BPO) solutions – COS for organizations with 1,000 or more employees and ADP Comprehensive Services for organizations with fewer than 1,000 employees.

Few organizations can claim to have even one-third of the solutions that we offer. ADP's solutions' deep functionality is supported by associates with the expertise that organizations need in a truly collaborative and consultative partner. Our various service methods range from processing services to managed services to full, comprehensive outsourcing services, which means clients can choose how much responsibility they want to shoulder and let us handle the rest.

If awarded this contract, ADP will work with each interested OMNIA Partners member to deliver both an appropriate product and service level offering.

**iii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

Due to the custom nature of each engagement, each opportunity is priced based on a variety of factors, including scope and employee count to name a few.

**iv. Describe how customers verify they are receiving Contract pricing.**

ADP will provide the Master Services Agreement with unredacted pricing and, if necessary, direct to OMNIA Partners' RM's for verification and reconciliation of the pricing.

**v. Describe payment methods offered.**

ADP invoices our clients monthly. Invoices are sent via hard copy and email to each client's designated contact, and digital invoicing is a client tool available through our support center. (Digital invoicing is enabled by our client support teams.) Clients have 30 days after the invoice date to make payments. Late fees apply to any past-due payments.

The itemized invoice displays monthly charges for all services included in the client's solution. Monthly operational reports provide detailed information to support the invoice.



Various payment arrangements have been made to account for the differences between implementation and ongoing processing. These variations are negotiated during the contract process.

- vi. **Propose the frequency of updates to the Offeror’s pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.**

The pricing provided will remain intact for the length of the agreement. As we introduce new platforms and services, we will be sure to apply the same pricing methodology to those new services.

- vii. **Describe how future product introductions will be priced and align with Contract pricing proposed.**

ADP continues to make significant investments in research and development and functional HCM enhancements. As we introduce new products to be added to the agreement, we will ensure that the same pricing methodology is enforced to make a consistent experience for OMNIA Partners Members. We will work with the appropriate OMNIA Partners contacts for any amendments to this agreement for products.

- viii. **Provide any additional information relevant to this section.**

ADP’s product roadmap incorporates enhancements from many sources, including market drivers, innovation initiatives, technology advancements, client feedback and legislative compliance requirements. We use a strategic approach to incorporate enhancements into our release process, which plans for three major releases each year.

## Commitment to Innovation

ADP continually evaluates the technology landscape and creates innovations that allow us to serve our clients more effectively. The ADP Innovation Labs are our in-house research centers that focus on delivering next-generation ADP innovation to the marketplace. ADP has three Innovation Labs in the U.S.: at our New Jersey headquarters, in the Chelsea neighborhood of New York City and in Pasadena, California.



ADP pioneered HR outsourcing. We are developing industry-leading mobile and social tools and delivering intuitive, consumer-friendly user experiences. In addition, ADP DataCloud, our reporting, analytics and Big Data platform, delivers relevant, timely insights through preconfigured dashboards,



embedded insights, benchmarking and predictive analytics. Our automated ADP DataCloud analytics platform is a living workforce intelligence engine that simplifies the task of extracting value from data. These powerful capabilities provide OMNIA Partners the tools needed to manage and monitor your business and gain actionable insight.

To demonstrate our commitment to innovation, ADP annually invests more than \$911 million from continuing operations in development and programming, migration to new computing technologies, the development of new solutions and maintenance of existing technologies (including purchases of new software and software licenses).

For additional highlights of ADP's commitment to innovation, please take a few moments to watch this video: <https://www.youtube.com/watch?v=uaXwQhs1rRE>.

***Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.***

Please refer to **Attachment 2-IV-3a-viii – ADP's Pricing Proposal**.



A more human resource.™

# ADP Human Capital Solution

The Cooperative Purchasing Network

Solicitation Number 15-19

**REDACTED VERSION**

Presented By

Ty Arlint

208.288.5634

ty.arlint@adp.com





# GLOBAL MASTER SERVICES AGREEMENT

REDACTED VERSION

Effective Date: \_\_\_\_\_

As between:

**ADP, Inc.**

(Referred to in this agreement as "ADP")  
One ADP Boulevard  
Roseland, NJ 07068

-and-

**[Client]**

(Referred to in this agreement as "Client")  
**[Client Address]**

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement.

## Compliance Services

- [ADP Services to be Added]

## Appendices

- Pricing and Financial Terms

**ADP, Inc.**

**[Client]**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

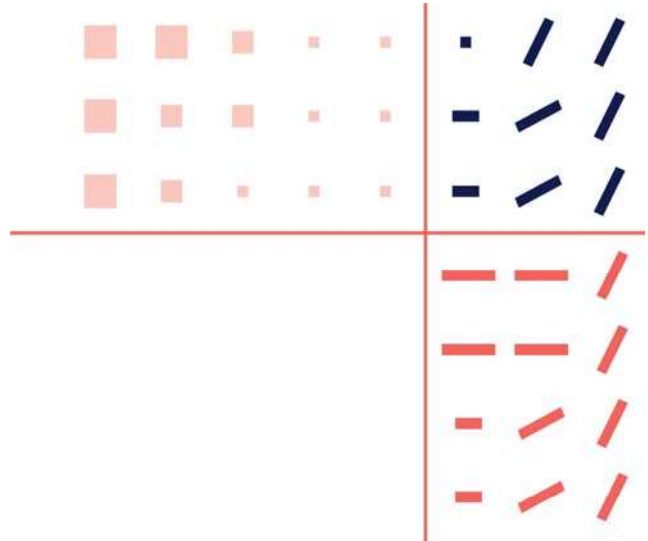
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Date



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

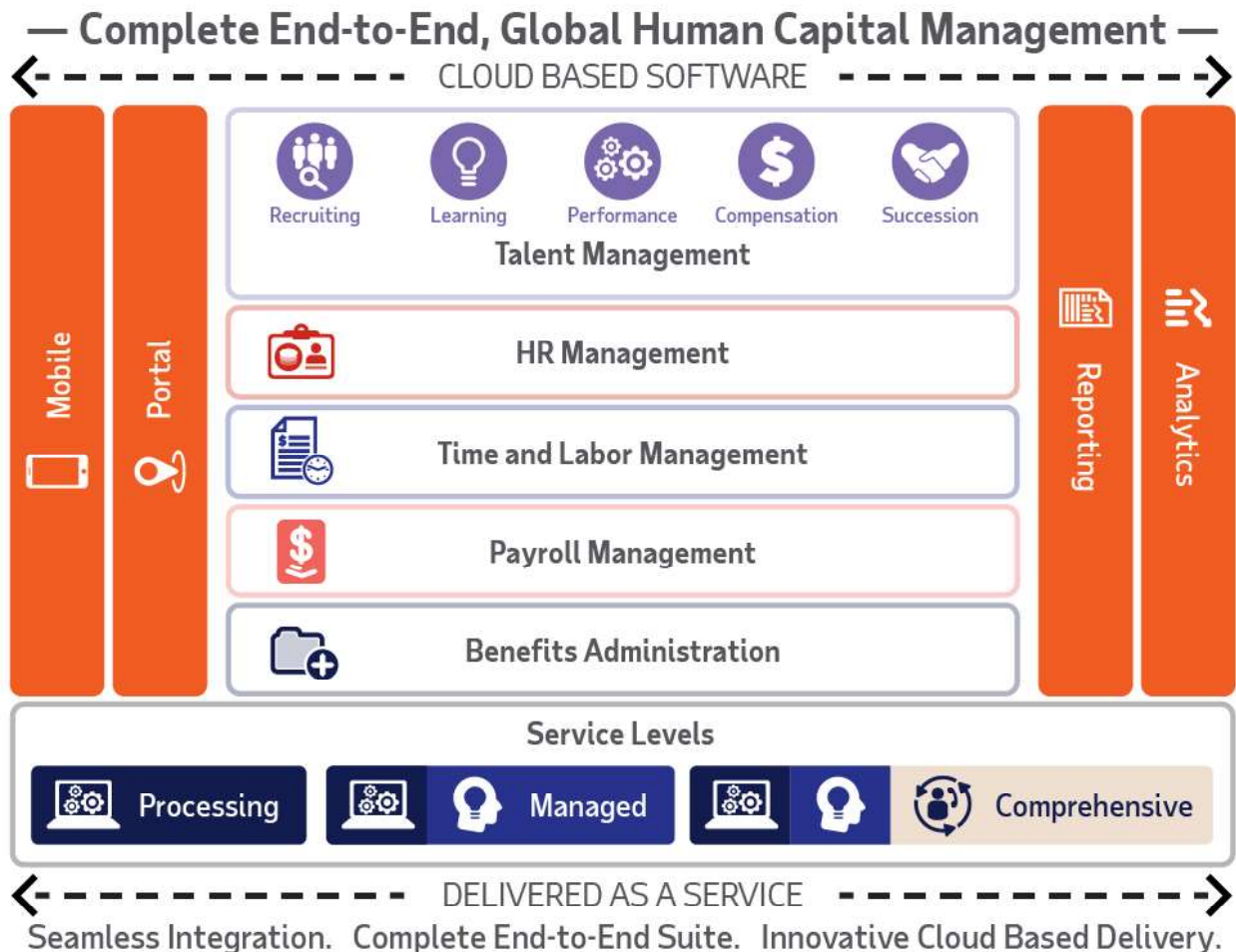
Joe Moyer  
847-727-0930  
[joe.moyer@adp.com](mailto:joe.moyer@adp.com)





# Comprehensive Services Overview

ADP’s unified technology and outsourced service solution comprises HR, payroll, and benefits services to meet the needs of your organization and help you focus on what matters – your business, your employees, and your bottom line.



## ADP support and expertise

At the core of ADP service is your dedicated account manager. He or she is your primary strategic partner at ADP and the conduit through which you access ADP HCM experts. Your account manager works closely with you to ensure ADP service components are properly aligned with your strategic goals and serves as your primary resource for your overall strategic HR activities.

OMNIA Partners is also supported by a dedicated team of service professionals who deliver the guidance you need to manage day-to-day HR tasks efficiently, effectively, and in compliance with applicable employment laws and regulations. The service team comprises the following experts:



**HR specialists.** HR specialists help your HR staff respond to daily HR inquiries by researching and providing guidance on relevant federal and state HR regulations. These resources also offer recommendations to address daily HR challenges.

**Risk and safety specialists.** With Comprehensive HR, certified risk professionals with extensive industry experience can provide assistance with:

- Risk and safety education and certification
- Implementation of safety programs
- Recommendation and support for OSHA compliance
- Risk reporting and ongoing service plans

**Benefits specialist.** With Comprehensive Benefits, benefits specialists assist your HR staff with administration of your benefit plans and strategy. They offer insights regarding management of eligibility, affordability, new hire and annual enrollment, and ACA reporting and legal compliance.

**Payroll and tax specialist.** With Comprehensive Payroll, your assigned ADP payroll and tax specialist provides day-to-day payroll best practice and compliance assistance for your payroll staff. He or she becomes very familiar with your organization's specific needs and goals and is available to answer questions regarding:

- Payroll processing
- Checks and direct deposit
- Tax administration and filing
- W-2 administration
- Wage garnishment processing
- General ledger
- Payroll reports

## Comprehensive HR

### Recruitment

**Job descriptions.** ADP provides OMNIA Partners custom job descriptions based on information you provide. These job descriptions detail the main duties, qualifications, and responsibilities of particular jobs in your organization to set proper expectations with candidates and employees.

**Salary benchmarking.** The compensation analysis tool lets you view thousands of job titles in selected geographic regions and review competitive salaries for your industry. You can also use an online wizard that walks you through the exact compensation evaluations you need. An HR specialist is also available to assist.



**New hires.** ADP ensures that relevant personal information for new hires is captured in the ADP system and new-hire reports are submitted to appropriate state agencies monthly. In addition, we provide a wealth of information to support your new-hire processes, such as:

- Sample interview questions.
- Access to a pay scale benchmarking wizard.
- Access to relevant forms (e.g., IRS Form W-4 and Employment Eligibility Forms).
- Best practices information and consultation.
- New-hire welcome kit with information on using self-service tools and working with ADP.

## Employee relations

**Employee handbook.** Using OMNIA Partners-provided information, ADP creates a customized employee handbook that communicates your company policies on subjects such as benefits eligibility, paid time off, dress code, and more. The employee handbook helps ensure company-wide clarity and mutual understanding on important topics and is available online.

**Employee service center (ESC).** ADP ESC service specialists answer your employee and manager questions on topics related to self-service tools, company policies, benefits enrollment and coverage, payroll deductions, and more. Service center specialist can be reached via dedicated phone number during core business hours.

**Welcome kit.** During the onsite kick-off meeting, your ADP relationship manager distributes welcome kits to employees and provides a supply of kits for you to give new employees as they join the organization. The welcome kit provides employees information about available services, how to access them, and where to go with questions. The welcome kit is also available electronically via the ADP solution.

**Employee Assistance Program (EAP).** EAP services provide confidential assistance for employees and their dependents that may be experiencing challenges such as depression or anxiety, relationship issues, alcohol and substance abuse, or financial difficulties. Confidential assessment and referral services are available via toll-free number, and emergency and crisis assistance is available 24x7.

EAP services are provided in partnership with an extensive network of independent licensed mental health and financial advisors. These professionals are highly qualified to help with a wide range of issues

## Comprehensive learning

Our web-based, comprehensive learning application allows employees to access all available ADP solution courses from one site. Employees can register for and complete training, access their training records, and run reports 24x7, from any location with web access. Managers can view, manage, and report on their teams' learning activities. Comprehensive learning includes access to:

- *Online professional development training.* In partnership with SkillSoft®, ADP offers online professional development training available 24 hours a day. Many courses apply toward CPE, CEU, HRCI and PMEI credits. Employees can access e-learning courses that cover a broad range of topics



including business strategy, desktop computer skills, HR, technology, legal compliance, management and leadership, professional effectiveness, and more.

- *Online health and safety training.* OMNIA Partners can access self-paced online training provided by Skillsoft® and select from a large library of courses covering many aspects of environmental and health safety. ADP provides a number of training courses per year for employee access based on your organization's specific safety training needs.
- *Instructor-led webinars.* ADP offers specially designed virtual classroom training for supervisors and managers. These live, instructor-led webinars are interactive, allowing supervisors and managers to develop professional skills at their desks. Regularly scheduled quarterly webinars have included topics such as:
  - Becoming a supervisor.
  - Performance appraisals.
  - Effective feedback.
  - Employment law.
  - Harassment prevention.
  - Preventing violence in the workplace.
  - Recruitment and selection.
  - Terminating employee relationships.
  - Custom training solutions.

### **Risk management and safety**

ADP provides guidance regarding generally accepted loss prevention, workplace safety practices, and staying compliant with Occupational Safety and Health Act (OSHA) regulations. We monitor OSHA regulatory changes and send relevant updates to you.

You also gain access to a toll-free safety and loss prevention hotline with specialists that provide:

- OSHA consultation on industry standards and record keeping requirements.
- Consultation for the control of occupational health hazards and workplace safety best practices.
- Guidance on the development of health and safety programs.

### **Regulatory compliance**

Staying current with constantly changing laws and regulations, meeting strict government deadlines, and avoiding costly fines and penalties can be an administrative burden for any organization. ADP helps you by providing:

- Systems, experts, and best practices necessary to establish and consistently administer compliance in your organization.
- Access to ADP HR specialists who offer guidance and consultation to minimize liabilities within your organization. Your team of HR specialists is familiar with your organization, objectives, and challenges. Having established a relationship with your HR specialists allows you to quickly and confidentially address compliance challenges.



- Communications regarding changes to legislation and rules that can affect your business. This communication is proactive and easy to understand and use.
- Compliance alerts that highlight the latest HR developments to help you stay current with constantly changing laws and regulations.
- Access to an online HR library that includes alerts, forms and policies, a knowledge base with HR topics overviews, and an HR encyclopedia.

## Separations

When OMNIA Partners terminates an employee, ADP removes that employee from the payroll system on the termination effective date you specify. We also provide you guidance and useful forms for employee terminations, exit interviews, return of company property, and more, to help ensure a smooth transition for employees separating from your company.

**Expert HR guidance.** Your ADP HR specialist offers assistance to your HR administrators for employee terminations. He or she provides HR guidance to minimize liability as well as tips and best practices for the termination conversation with the employee.

**Unemployment compensation services (optional).** ADP’s unemployment compensation service is an employee separation service that helps you manage the intricate and time-consuming issues related to unemployment insurance. The offering includes processing of unemployment claims, coaching and counseling, status updates on pending claims (on request), and unfavorable determinations review.

## Comprehensive Payroll

With our service, OMNIA Partners can transform your payroll function from an administrative burden to a center of excellence. ADP’s comprehensive payroll solution combines powerful technology with the expertise and services of a designated payroll specialist who handles everyday payroll administration and compliance tasks. In addition, our employee and manager service center responds to inquiries directly from your workforce.

### Traditional Payroll Outsourcing v. Managed Payroll Outsourcing

#### Traditional Payroll Outsourcing Model



#### Managed Payroll Outsourcing Model



**Notes**

- Exception Processing will identify instances that fall outside of pre-determined bounds and require reconciliation
- Client is required to have an internal Payroll contact to provide approvals and respond to exceptions as needed
- HR data entry will continue to be managed by the client's HR function – including New Hires, Terminations, etc.



## Payroll compliance guidance

Through clear, relevant, and timely updates supported by a knowledgeable team, we help you remain current with rapidly changing legislation and regulations, manage complex tax directives, and avoid administrative errors that can cause penalties. ADP enables you to keep abreast of change by providing:

- Informative newsletters containing relevant updates and best practices that can help your business.
- Guidance on payroll requirements if your business expands into a new state.
- Payroll professionals to help you effectively navigate compliance changes.

The following charts represent the responsibilities ADP manages on your behalf as part of our comprehensive payroll services offering.



## Adding **Depth** to Your Team

■ Client Responsibility   
 ■ Shared Responsibility   
 ■ Provider Responsibility   
 Traditional Payroll Outsourcing Model   
 ADP Workforce Now Comprehensive Payroll

### Time and Attendance

	■	■
Collect time sheet / time card data	■	■
Processing time off requests	■	■
Administer paid time off accruals	■	■
Create time data files	■	■
Review time data for adherence to policy / rules	■	■
Audit and reconcile time data file exceptions	■	■
Submit time data files to payroll	■	■

### Service

	■	■
Support center for employee and manager inquiries	■	■
Management reports and ad hoc reporting assistance	■	■
Development of payroll policies and ensure adherence in processing	■	■
Payroll expertise / best practices	■	■
Assigned payroll specialist team	■	■
Online employee and manager self-service tools	■	■
Online access to paystubs, W-2s	■	■
Wage verification	■	■
Employment verification	■	■

### Data Entry

	■	■
Import / time data into the payroll module	■	■
New Hire input and ongoing updates	■	■
Add new hires to payroll / Terminate employees in payroll	■	■
Processing retroactive adjustments or other corrections	■	■
Create / Audit payroll data file	■	■
Reconcile exceptions in payroll data file	■	■
Submit payroll data for processing	■	■



## Adding Depth to Your Team

■ Client Responsibility   
 ■ Shared Responsibility   
 ■ Provider Responsibility   
 Traditional Payroll Outsourcing Model   
 ADP WorkforceNow Comprehensive Payroll

	Client Responsibility	Shared Responsibility	Provider Responsibility
<b>Banking   Money Movement</b>			
Direct deposit reversals / stop payments			■
Check / payroll reconciliation			■
Escheatment of unclaimed wages	■		■
Payment & reconciliation of voluntary deductions i.e. medical benefits, 401k, etc.	■		■
Payment & reconciliation of involuntary deductions i.e. garnishments, liens, etc.	■		■
<b>Production Tasks</b>			
Administer payroll calendar including special runs	■		■
Administer employer level maintenance: Accumulators, Deductions, Banking information	■		■
Administer off-cycle / manual check requests, calculations and processing	■		■
Produce reports: Custom, Management, New Hire, etc.	■		■
Process / Administer garnishments	■		■
Prioritize and calculate garnishment payments		■	■
Import payroll data for processing		■	■
Gross-to-net calculations		■	■
Distribution of payroll through checks, direct deposit, or pay cards		■	■
Create GL interface file		■	■
Import GL file into financial system	■		■
<b>Tax and Compliance Tasks</b>			
Audit set-up for best practices	■		■
Proactive assistance and notification of law changes	■		■
Preparation of forms for new tax jurisdictions	■		■
Administer quarterly and year-end processes and procedures	■		■
Filing of quarterly and annual federal, state, and local employment related taxes	■		■
Payment of federal, state and local taxes		■	■
Reconciliation of taxes paid		■	■
Printing and distribution of employee W-2s and 1099s		■	■
Respond to agency inquiries		■	■
Tracer investigation and agency response to inquiries		■	■
Disaster recovery / business continuity		■	■
Periodic system / technology upgrades based on tax and payroll legislative changes		■	■





## Payroll specialist and team of experts

**Proven experience.** OMNIA Partners can take advantage of the strength of our extensive professional expertise with an assigned ADP payroll specialist to relieve your administrative burden with industry recognized payroll best practices and compliance support to reduce risk.



**Comprehensive support.** Support all levels of your organization – from employees to managers to executive decision-makers – with access to the information they need.



**Designated payroll specialist.** ADP manages your most burdensome, day-to-day payroll tasks. Your designated payroll specialist works with you to understand your business and create guidelines and standards that meet your needs. In addition to administering your payroll, ADP reviews your data and only escalates issues requiring your attention or approval. We can help you measurably reduce the time you spend on payroll processing – without compromising quality or accuracy – as we:

- Process employer and employee payroll changes and updates.
- Audit and reconcile workforce management data.
- Conduct off-cycle processing including retroactive adjustments and manual checks.
- Manage tax registration for new jurisdictions.
- Address employee payroll inquiries and issues with the service center.
- Provide wage garnishment administration.



## Human capital management

From basic payroll to helping with Affordable Care Act (ACA) compliance, ADP Workforce Now is the simple yet comprehensive human capital management (HCM) suite built to help reduce your administrative chores and help keep you compliant. OMNIA Partners can reduce time and administrative burdens and focus on your people to help drive business results. Our solution gives you the tools not just to track information, but to help you manage your workforce and make data-driven decisions.

Solution highlights include:

- **Real insight** into your business via payroll, human resources, benefits, time, and talent information with benchmarks that show how you compare to organizations, industries, and locations like yours so you can make confident, strategic decisions.
- Human resources with **configurable workflows and online document storage** helps you reduce the time spent on paperwork and increase the time spent managing and transforming your people.
- An **intuitive, process-oriented user experience** including web, mobile, and tablet access to maximize efficiency and productivity across HCM capabilities.
- Workflow ensures the right person has the right information at the right time by supporting **collaborative HCM processes**.
- Anytime, anywhere access to quickly and accurately **process payroll and support your compliance** obligations.
- **Benefits administration** and ACA data collection to facilitate compliance and help your employees find the benefits that are right for them.
- Talent recruiting through **branded career sites and intuitive dashboards**.
- **Automated timekeeping, attendance tracking, and scheduling** to help you manage labor costs, boost productivity, and simplify compliance.
- **Paperless solutions** to further your go-green initiatives by helping reduce paper and gain control over the enormous amount of employee records (electronic document management with ADP Document Cloud, online pay slips, etc.).
- Reporting, analytics, and benchmarking to provide **meaningful metrics and actionable insights**; compelling graphics with drill-down capabilities provide stakeholders relevant information.
- **A dedicated account manager** who partners with you to help maximize the benefit of your ADP solution and services.



# ADP Workforce Now

## Native Capabilities Span Full HCM Spectrum

### From Hire to Retire



Our comprehensive suite covers the entire HCM spectrum – from HR and talent, payroll and workforce management, to benefits administration and analytics. The following pages outline the specific solution we’re proposing to OMNIA Partners and how our one-stop solution can help you address your business challenges.

### ADP's Return to the Workplace Initiative

As a critical partner to our clients’ business, we understand the importance of providing continued support amidst this global health event. Businesses are now navigating a new set of challenges, and we are committed to actively helping our clients get back to work safely.

As employers turn their attention to returning to work, it’s vital to understand and align with legislative changes and implement new talent strategies considering the personal and professional impact these events have had on individuals. Employers also deploy the tools to bring their business back online and ensure they are better set up to handle this new normal and the challenges that may come next.

ADP’s Return to the Workplace initiative provides resources and expertise to assist employers as they get back to business and resume operations. Highlighted capabilities include current in-product **compliance support** via:

- PPP loan reports (e.g., headcount and payroll costs)
- Special FFCRA earnings codes with embedded logic
- Earnings tax credit dashboard to show eligibility and potential benefit
- 401(k) updates to enable early withdrawal and loan suspension requests

**400K**

Clients ran PPP reports for SBA loan applications

**+\$600M**

In tax credits for 473K employees across and 38K clients

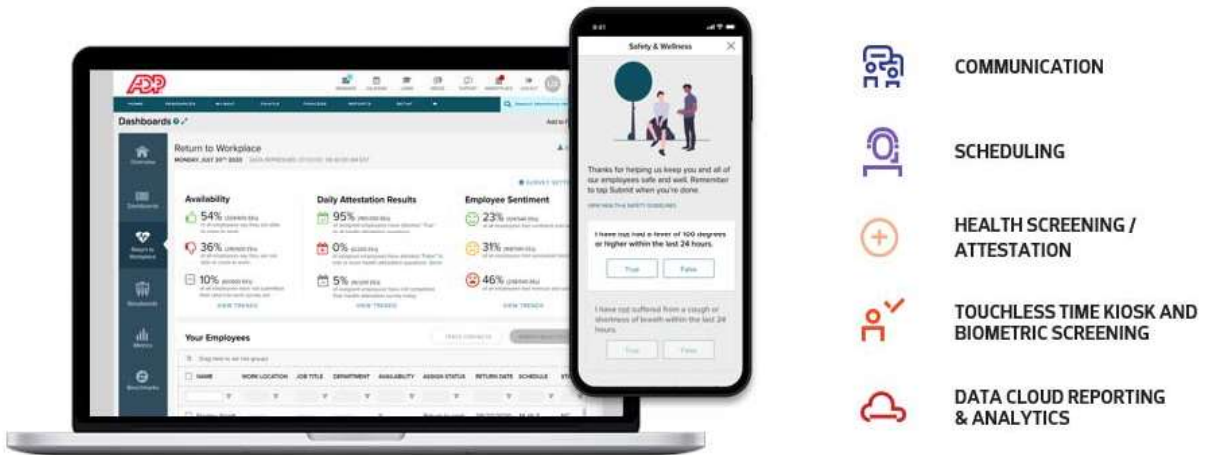
**+1.4K**

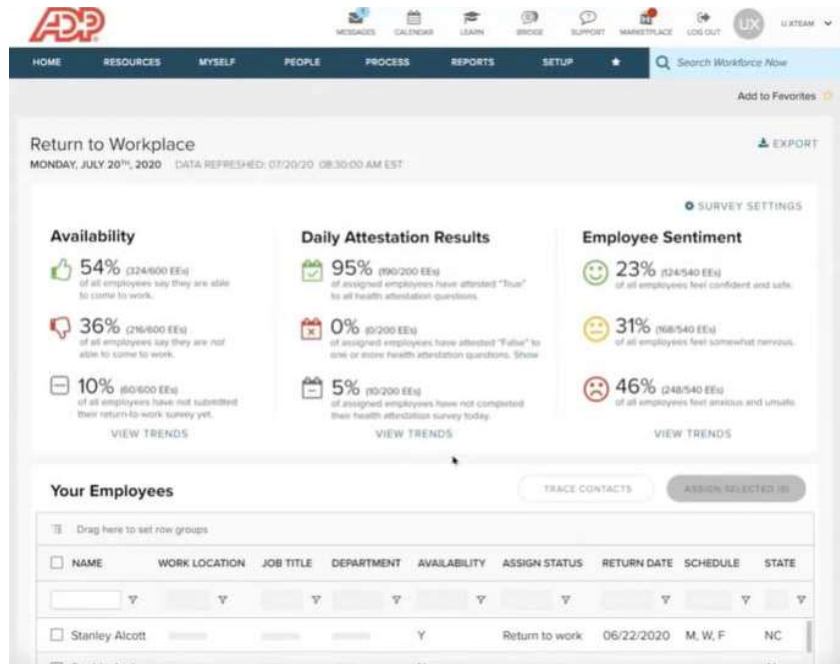
Feature changes from 2K legislative articles in 60 countries



In addition, ADP's **Return to Workplace toolkit** helps clients manage the process of safely returning to office as they:

- Assess **worker readiness** to return by pushing lightweight surveys via mobile app
- Segment and **select workers for return** based attributes including location, role, and readiness survey responses
- Collect current health status and wellness from workers prior to beginning work to help screen for safety and availability using **attestation** capability
- **Invite and schedule** workers dates based on the attestation and availability data collected via surveys; on scheduled return to work date, the employee receives another survey to gauge wellness and feelings about returning
- Manage virus-positive worker situations through **contact tracing** and restrict potentially exposed workers from schedule eligibility
- Track and understand trends about your people, including availability, wellness attestation results and sentiment via a **monitoring dashboard**
- Equip workers with **touchless time clocking** options (for ADP workforce management clients), including ADP Time Kiosk which uses optional facial recognition to clock workers in and voice activation to start/stop a shift or take a meal break





We are also continuously adding and optimizing features to help our clients meet new challenges as circumstances change. These capabilities bring added value to our clients and provide the information, analytics and tools they need to help employees safely return to the workplace.

For more information on how ADP is supporting our clients as they navigate this global health event please visit: [ADP COVID-19 Preparedness](#) and [The Way Forward](#).

## Human resources

ADP's suite of leading HR tools strengthens the management and delivery of key HR functions by:

- Allowing employees to make online inquiries and receive immediate responses concerning company policies and other employment-related information
- Leveraging customized workflows to fit your hiring process and the way you work
- Gaining on-demand access to HR compliance reporting
- Allowing your HR administrators to access, manage, and analyze sensitive or complex HR information (like salaries and pay grades for performance reviews)
- Improving employee recordkeeping

Automating HR activities offers OMNIA Partners several benefits:

**Do more with less.** With tools to optimize nearly every aspect of productivity, ADP helps you do more, know more, and grow more — without boosting your headcount or your budget.



**Improve your bottom line.** Information is the key to a better-looking financial statement. OMNIA Partners can find what you need to effectively manage HR-related expenses and make smarter fiscal decisions.

**Help minimize compliance risks.** With the U.S. Department of Labor's renewed focus on wage and hour enforcement, accurate and accessible records are a must. ADP can handle the data details and help reduce your administrative burden, as well as your compliance worries.

**Find, grow, and keep great people.** From attracting the best candidates to keeping them engaged and productive, ADP Workforce Now® works the way you work. You gain the tools to leverage your most powerful competitive advantage — your people — in a single system.

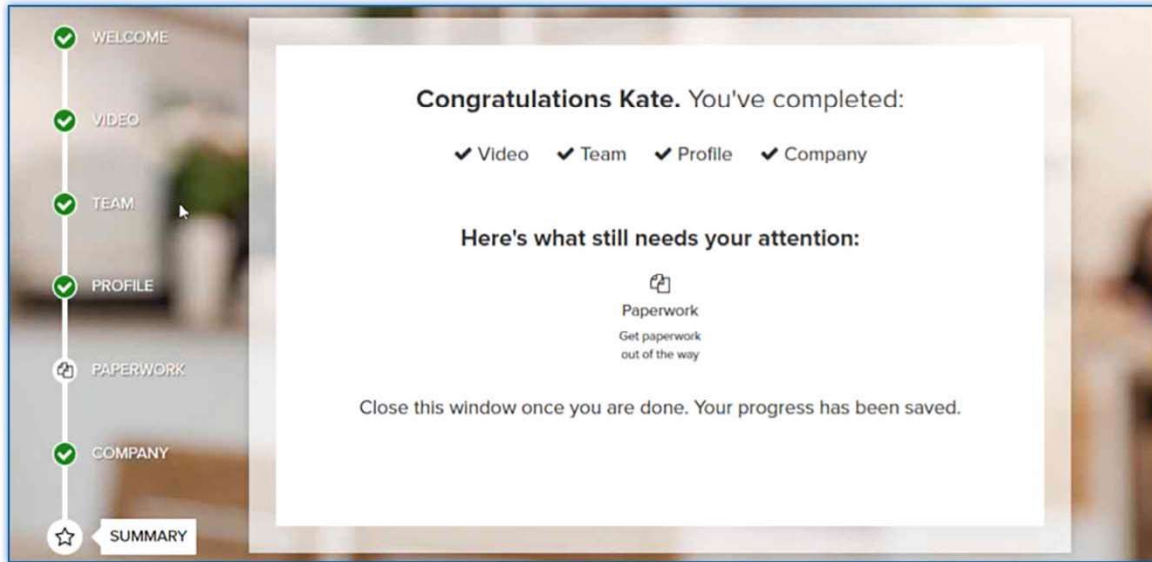
HR management features include:

- HR recordkeeping.
- Standard compliance reports.
- Portal with customized content.
- Policy acknowledgement.
- Salary structures and pay grades.
- Organizational charting and structures.
- Turnover reporting.
- Employee development tracking.
- Custom fields.
- Streamlined onboarding.
- Total rewards dashboard.
- Notifications and approvals.

By automating HR management, you can streamline activity and free up resources to focus on the more strategic opportunities and core activities that help your business grow and compete.

**Onboarding.** Built to showcase your culture and make a great first impression, ADP's onboarding solution offers a seamless new-hire experience that can be initiated even before the first day on the job. We help you create connections for your new employees, their managers and their team to positively impact productivity and retention. New hires (or rehires) can log in and complete paperwork via workflows that automate key onboarding processes, such as entering federal and state tax withholdings, direct deposit information, and address changes. Managers can view process of new-hire tasks, monitor due dates, and check off tasks as they are completed.

New hires can also use the OMNIA Partners-branded interface to create a profile, upload a photo, enter emergency contacts, view and download company documents, acknowledge company policies, and learn about your company culture. Employees can also view a summary of their progress through the onboarding process and view any tasks yet to be completed.

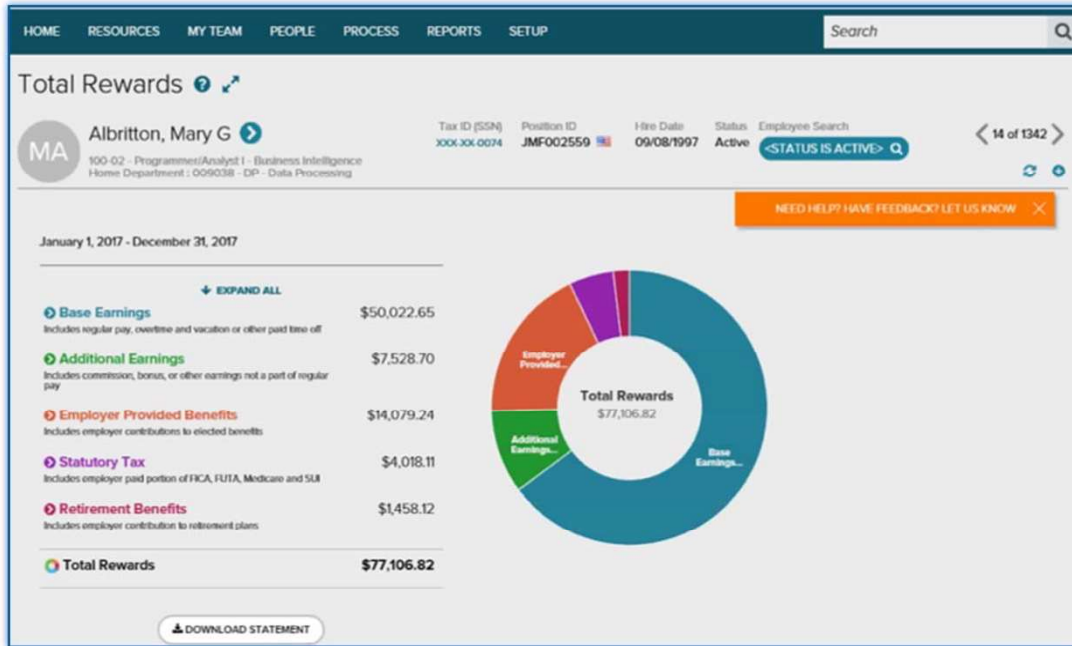


Managers can help new employees create workplace connections by:

- Presenting new employees a customized welcome video and/or message.
- Introducing other team members and assigning an onboarding buddy.
- Providing details about your organizational culture, mission, company news, etc.

**Total rewards.** ADP's total rewards solution provides OMNIA Partners a complete, real-time view of compensation beyond employee paychecks, including:

- A dashboard view for both previous calendar year and current year projected data.
- OMNIA Partners-customizable category names, descriptions, and disclaimer (in PDF download).
- Ability to add and track custom compensation items that exist outside your ADP HCM system.
- Ability to import data from third-party systems.
- Downloadable PDF for both previous year and current year statements.



**Global HR system of record.** OMNIA Partners can better manage HR data through one consolidated and consistent view to track, audit, report and gain insight and control of your global workforce by:

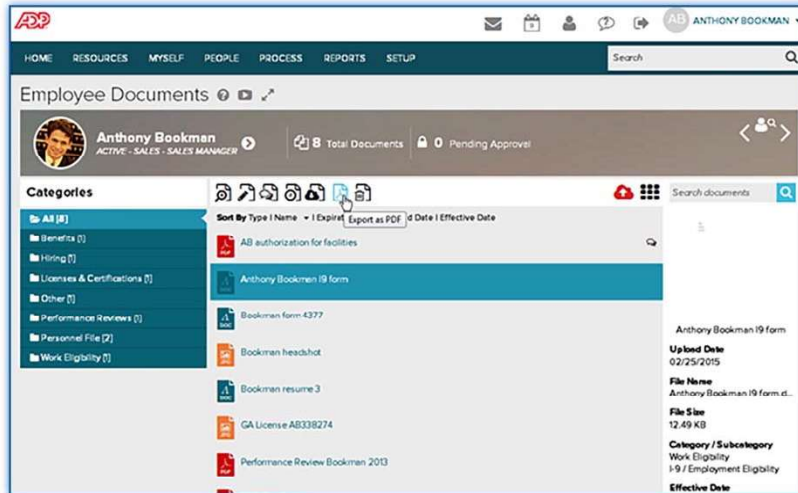
- Supporting multiple pay rate currencies through a global currency tool.
- Creating custom fields and processes specific to an individual country that only display when needed.
- Providing access to global employee data for consolidated reporting such as headcount, cross-currency compa ratio, and full compensation analysis.
- Ensuring data accuracy with global formatting of tax identifier, address, and phone number.

### Digital employee document management

ADP Document Cloud gives OMNIA Partners a place to store employee documents in a single, unified database and access them anytime, anywhere.

Not only does this digital storage solution support your green initiatives, it also helps you stay compliant with document storage regulations. Role-based security assists with the multitude of recordkeeping requirements under federal law (e.g., ADA, FMLA, and HIPAA). OMNIA Partners' HR professionals can become even more productive and reduce storage costs associated with physical document storage.





Highlights of our secure, cloud-based document storage solution include:

- Any digital document can be attached to an employee record.
- Electronic signature.
- Alerts for expiring documents.
- Documents can be categorized, tagged, and annotated.
- Users can search, view, print and send documents on demand.
- HCM integration.
- Document access auditing.
- Universal web mobile viewer.

## Payroll

ADP is redefining human capital management with the needs of mid-sized companies in mind, bringing together mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors, and lessens the learning curve for users. This solution provides web-based support for the full spectrum of HCM — from HR and benefits administration to payroll, tax, and workforce management.

Organizations using multiple in-house platforms experience a TCO that is 18% higher than organizations using a common in-house solution and 32% higher than organizations outsourcing to a single vendor.

– PriceWaterhouseCoopers LLP

OMNIA Partners can eliminate the non-strategic, non-revenue producing task of payroll processing and help your staff focus on growing your top line. ADP not only automates routine tasks but provides the resources to keep you current with tax rate and filing changes and answer your payroll questions.



OMNIA Partners can manage the entire payroll process, from customizing pay grids and reports to accessing key payroll functions, with a flexible system that is easy to learn and is accessible from anywhere.

The screenshot displays the ADP Payroll Cycle interface for a specific payroll cycle. At the top, it shows the cycle name '1WW - WFN 4.0 SC Master' and the status 'Entering Payroll Information'. Key dates include 'Pay Date: 02/12/2016' and 'Pct. Date: 02/07/2016'. The interface is divided into several sections:

- Employee Updates:** Features three main categories: 'New Hires/Rehires' (2), 'Terminations' (1), and 'Changes'. Each category has an 'ADD' button.
- Payroll Inputs:** Displays 'Total Hours' (600.00) and 'Total Earnings' (\$150.00) with breakdowns for Regular, Overtime, and Other. It also includes an 'Add Paydata Batch' button and a 'View All Batches' link.
- Input Summary:** Shows counts for 'QuickCalc Requests' (1), 'Active Hourly/Daily Employees without Hours & Earnings' (34), 'Inactive Employees with Paydata' (1), and 'Automatic Pay Canceled' (2). It also lists 'Other Inputs' such as Accumulator Adjustments, Allowed/Taken Adjustments, Deductions in Arrears Adjustments, Prior Tax & Taxables, Third Party Sick Pay, and Manual Checks.
- Right Sidebar:** Contains 'Cycle Status' (Entering Payroll, Under Review, Cycle Complete), 'Your next step is: PREVIEW PAYROLL', and 'Warnings & Messages' regarding new hires and compensation events.

### Included payroll features

- Payroll processing
- Real-time payroll preview
- Concurrent payrolls
- New-hire and termination wizards
- New-hire reporting
- Effective dating
- Proration of pay
- Retroactive pay capabilities
- Paid-time-off accruals
- Time-off request and approval workflows



- Labor distribution
- Wage garnishment processing services
- Employee payment services
- Check signing and production
- Tax filing services
- State and local tax jurisdiction wizard
- ACA lookback and affordability worksheets
- Unemployment claims assistance
- Reporting and analytics
- General ledger solution
- Group term life auto calculation
- Online payroll reports
- Electronic pay statements
- External pay data interface/data exchange
- ADP portal with customized content
- Employee and manager self-service
- Mobile solutions
- Employee discount program

**Tax filing services and year-end processing.** ADP prepares, files, and deposits federal, state, and local taxes; issues the required monthly reporting to relevant tax authorities; and responds to associated inquiries from any tax agency. ADP also handles your year-end requirements, including direct reporting to the proper taxing authorities and statements of deposits and filings made on your behalf.

**Employee payment/banking services.** Employee paychecks are delivered to your workplace ready for distribution — signed and inserted into individual envelopes — according to your specified schedule. Alternatively, you can choose time-saving direct deposit. Through this electronic payment option that deposits employees’ pay directly into their bank accounts, you benefit from one-stop service for reversals, deletions, and inquiries, and employees gain easy access to funds as well as an online pay statement for a fully electronic solution.

### Wisely Pay by ADP

ADP offers pay cards as another payment option for employees who may not be able or willing to set up direct deposit into a traditional bank account. Direct deposit employees can also use it to save for a goal or easily share funds with up to three household members (additional cost/setup may apply).

Money can be loaded with the employee's pay cycle, and funds are available immediately. Pay card can also accept funds from multiple sources (secondary employment, tax refund, child support or pension payments). Cardholders can access cash at an in-network bank or ATM, use the card for retail purchases and receive cash back with purchases.

The pay card solution is compliant in all 50 states (i.e., fully Reg. E compliant and funds are FDIC insured).

A few highlights of ADP’s in-house pay card program include:

- Visa-branded card allows employees to access their funds anywhere Visa is accepted with fraud protection through Visa's Zero Liability Policy
- More free transactions than any other provider
- Self-issued checks with no fee, mobile check deposit and more
- Email and text alerts (carrier messaging rates may apply) and electronic card statements
- Online and mobile bill pay transactions including our PlastiQ feature to pay anyone via paper check



- Upgrade card to portable for no fee
- Single-vendor solution, reducing the burden of multiple vendor processes and contingencies
- Surcharge-free pay period access to more than 80,000+ ATM locations (e.g., Allpoint Network, Fifth Third Bank, MoneyPass, and PNC networks) to obtain cash free.
- EMV chips provide a higher level of security for transactions
- Use with Apple Pay, Samsung Pay, and Google Pay
- Access to more than 120,000 member bank locations to obtain to-the-penny cash back
- Fee-free cardholder customer service available 24x7x365 in both English and Spanish
- Extensive retail cash reload network allowing employees to place additional cash on their cards through MoneyGram, Western Union, or Ingo Money networks
- Cardholders can use the free ADP Mobile app to access card account information, search for nearby ATMs and bank locations, and view account balance and recent transactions.

### **Wage garnishment processing**

ADP can address the complex calculations of court-ordered garnishments, levies, and child support payments and make the necessary payments to appropriate agencies.



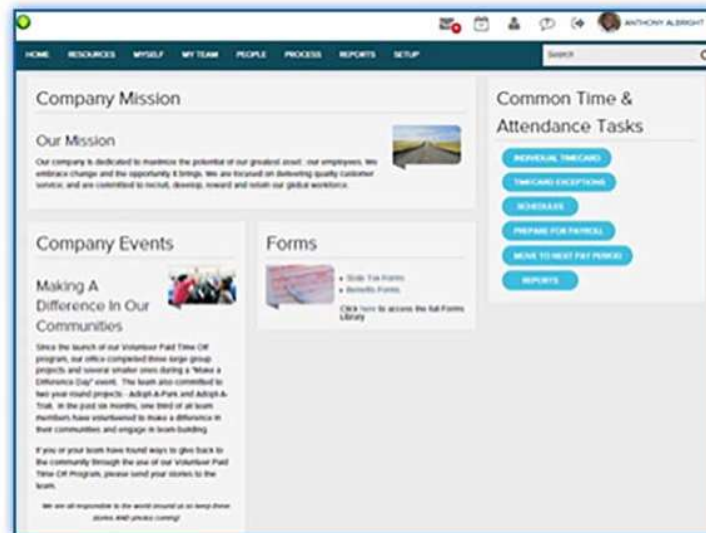
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP's solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners' logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution's security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



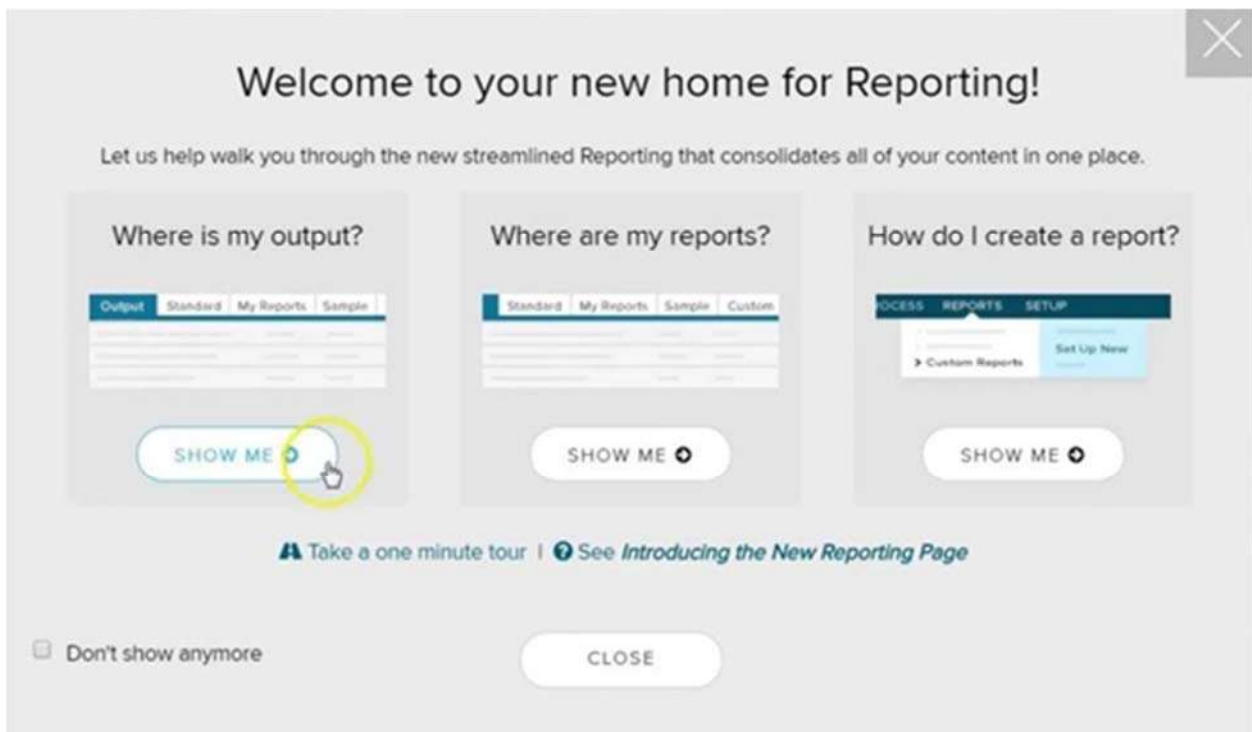
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

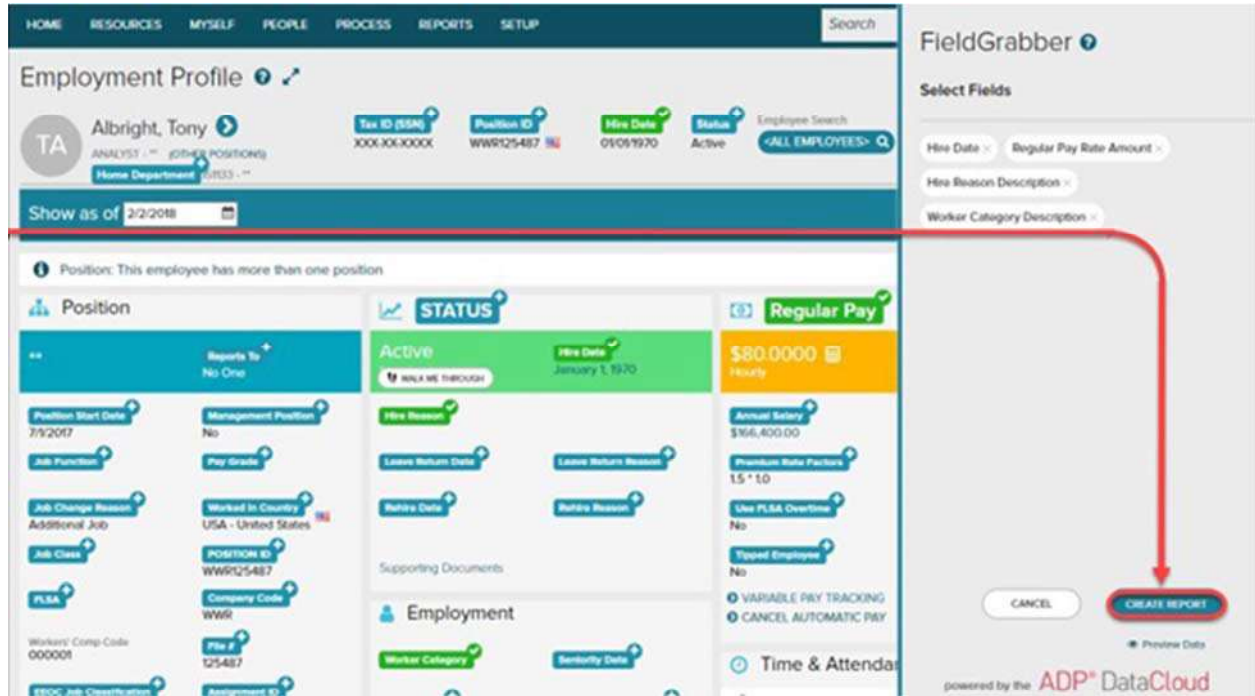


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.





**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

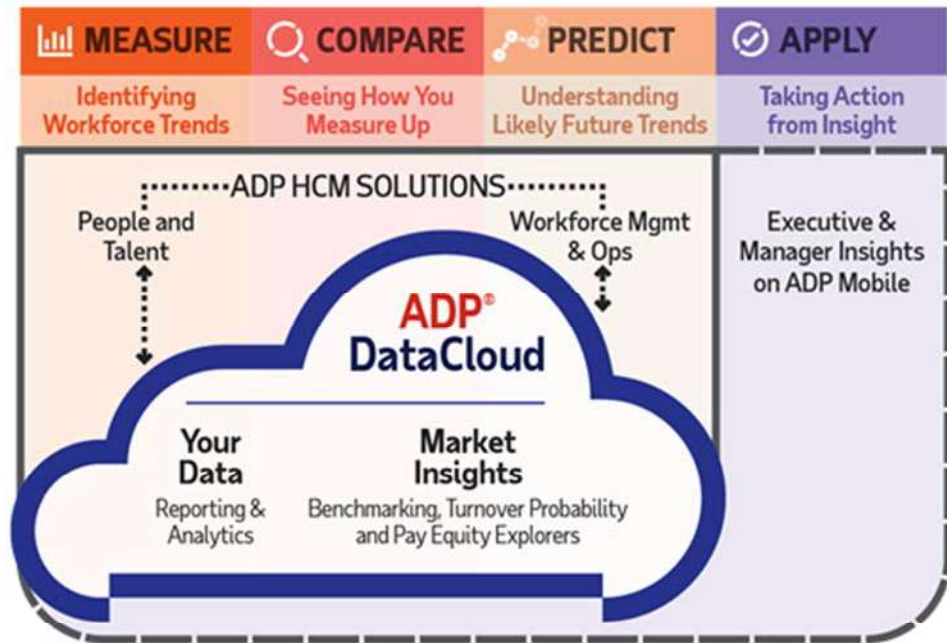
## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and

automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.



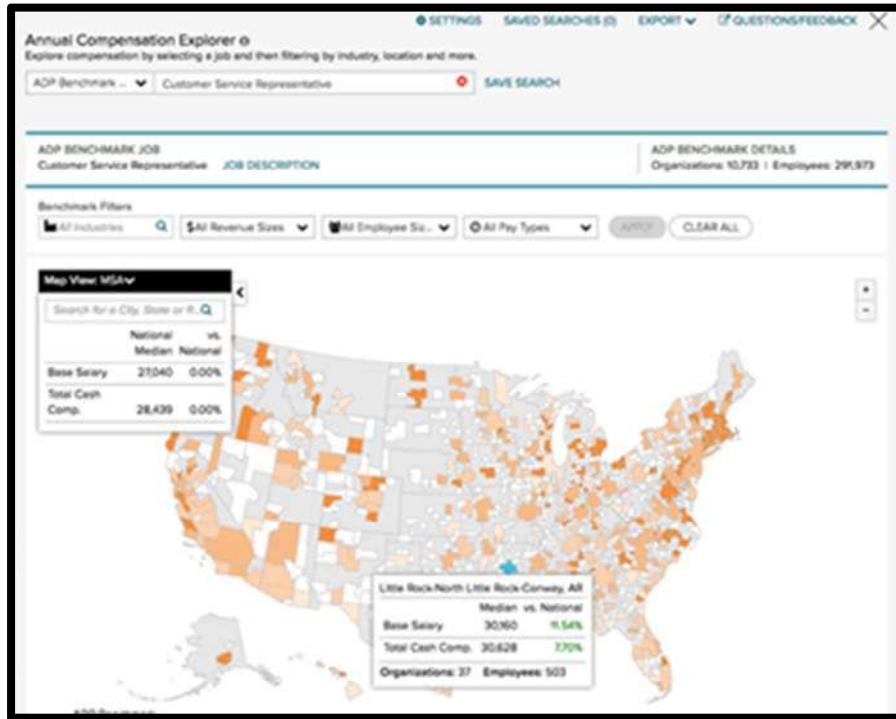


Capabilities include:

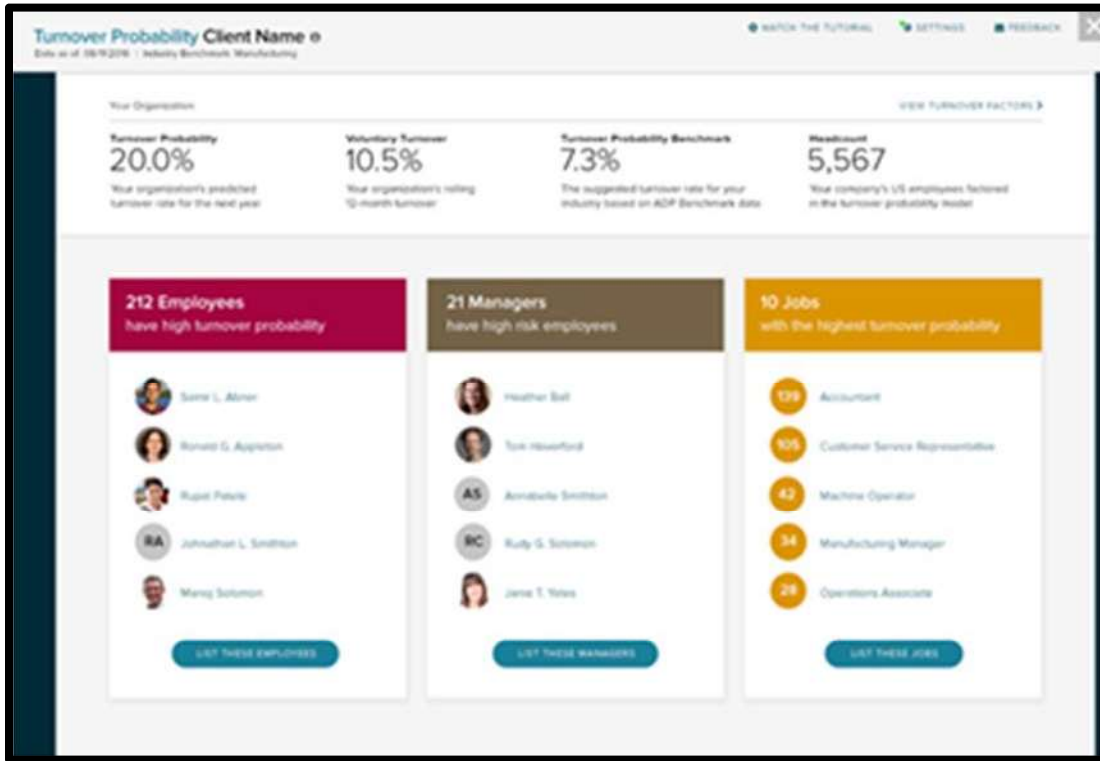
- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.



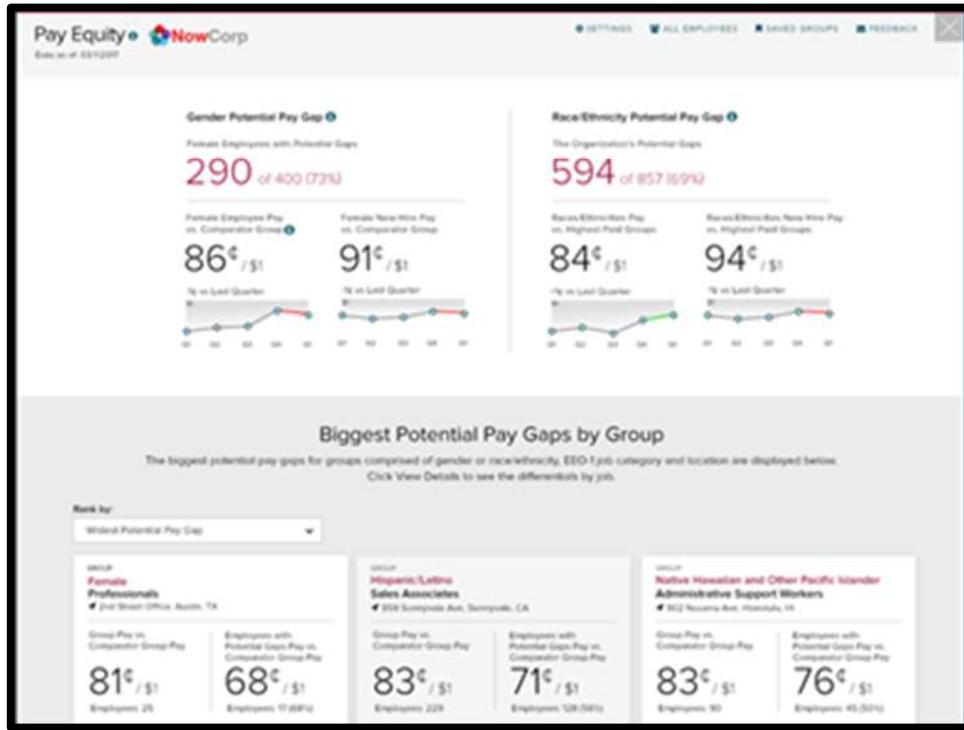
- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.



- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.



- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





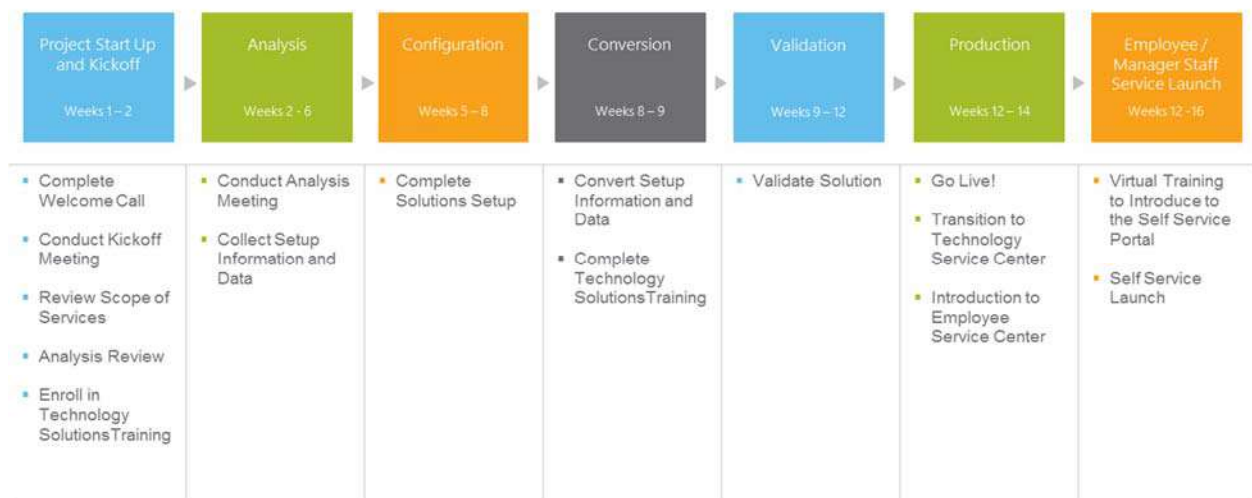
# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.





## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Screening and selection services

ADP can perform a mix of background checks on your applicants, and OMNIA Partners can establish varying degrees of detail based on each position. Our smart hiring technology includes easy-to-understand reports, and our criminal court records include a convenient summary section. We also provide protection by helping you comply with current employment regulations as well as the confidence to make justifiable decisions based on facts and best practices.

Latest estimates have nearly 7 out of 10 employers noting the cost (of recruitment, training, severance, and productivity) of replacing a bad hire at 200-300% of an employee's salary.

– American Management Association

### Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

### Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.



- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.

## **401(k) administration**

ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The ADP 401(k) plan is a comprehensive package, from initial plan design and enrollment through investment options, recordkeeping and testing.

Features of the plan and its administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.
- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* Monthly reports summarize all 401(k) plan activity.



## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

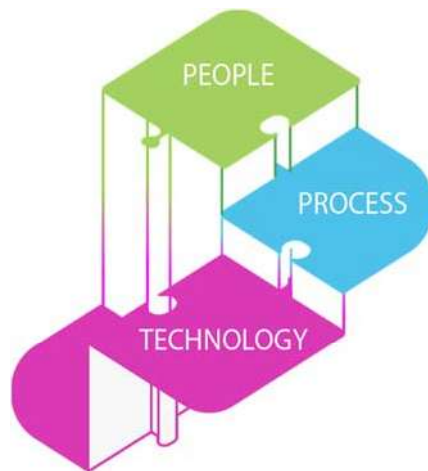


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

A strategic relationship with ADP offers OMNIA Partners the following:

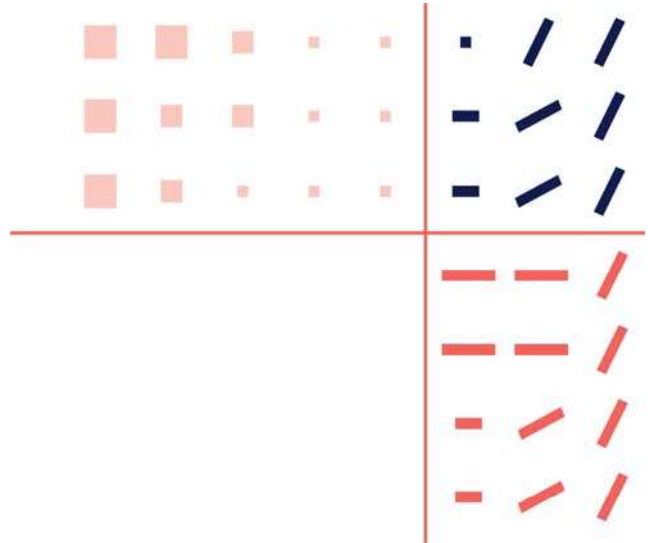
- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today’s workplace. Our clients gain access to research and resources like ADP’s National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.





# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

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# Solution Overview

## Workforce Management

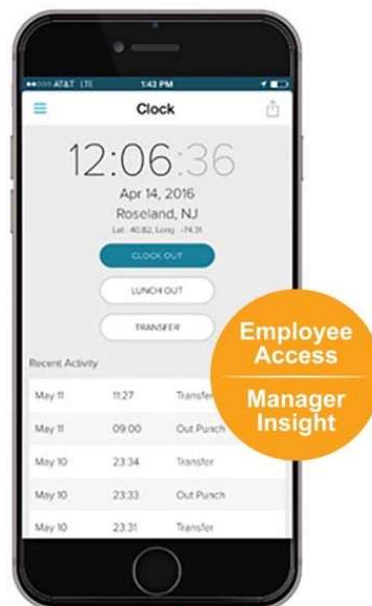
ADP's automated employee workforce management solution can help you tighten control over your labor costs by proactively reducing overtime through real-time labor tracking and scheduling forecasts. Wage and hour compliance and payroll accuracy can also improve. OMNIA Partners managers can complete routine tasks and employee scheduling in a fraction of the time they spend today, giving them more opportunities to analyze labor data and address issues that impact productivity and profits.

With user-friendly tools to schedule, track, and measure workforce performance, OMNIA Partners can simplify your time-related processes and make more informed workforce management decisions. In addition, seamless integration of workforce management, scheduling, and absence management gives you accurate, up-to-the-minute information and eliminates the need for duplicate data entry.

The solution is hosted at ADP's secure data center, eliminating the need for you to install or maintain any software or hardware. OMNIA Partners enjoys peace of mind knowing that ADP has everything covered – data backups, software updates, and network security measures that include 24x7 monitoring of unauthorized access attempts plus 128-bit encryption Secure Socket Layer (SSL) and firewall protection.

**A compatible and flexible solution.** Using industry standard technologies and platforms, our time solution is not only compatible with existing IT infrastructure; it also features maximum flexibility to adapt as your needs change. Plus, you gain the added benefit of ADP's expertise and IT resources. With ADP responsible for implementation and system configuration in accordance with OMNIA Partners' instructions, you can devote more time to focusing your internal resources on the core needs of your business.

**Data collection and calculation.** ADP's workforce management solution automates the error-prone process of collecting and calculating employee time. Our intelligent data collection options include PC, biometric, telephone, wireless, and ID badge card devices. The solution's flexible, parameter-driven, rules-based engine accommodates complex pay policies such as multiple pay codes, rounding rules, overtime calculations, and multiple wage rates.



OMNIA Partners employees can access hours worked, accrual balances, and schedules and gain the ability to request time off in the system. Managers gain the real-time data they need to make better decisions and keep a tight control over labor costs.

**Automate scheduling processes.** OMNIA Partners can streamline your scheduling process and schedule adequate staffing coverage to help:



- Prevent unauthorized work.
- Highlight attendance issues before they impact morale and profitability.
- Make it easier to schedule individuals or groups that work fixed, rotating, or variable shifts.
- Identify potential staffing issues with the assistance of real-time management reports.

**Make more informed decisions.** Our solution does more than supply you with accurate, real-time data. It makes data available in a variety of ways, providing you actionable insights to make better decisions concerning your most important (and most expensive) resource — your people.

ADP’s automated solution:

- Uses one centralized collection, calculation, and tracking tool so the information you need is always up to date.
- Provides daily visibility to costs and budget impacts.
- Enables information sharing to empower managers to help lower organizational labor costs.
- Facilitates compliance with government labor reporting requirements.

**Improve productivity with self-service.** OMNIA Partners can provide even better service to your employees, while freeing your managers and administrators to focus on core business matters. Employees and managers can use self-service to get time-related answers without the help of your busy HR resources.

Employees can:

- Access hours, schedules, and accrual balances without manager or HR assistance.
- Use tools such as built-in templates to request time off or shift coverage.

Managers can:

- Access scheduling, accrual balances, and total hours worked to make timely and informed decisions in response to employee requests.
- Focus more time on core responsibilities.

Request Time Off	
Type	Time Off
Start date	2/03/2016
End date	2/03/2016
Pay code	PTO
Duration	Full day
Accruals on 2/03/2016	
Accrual	Balance
Bereavement	0.0
Jury Duty	0.0
PTO	11.45
SF PTO	0.0
Notes (Optional)	
<input type="button" value="Draft"/> <input type="button" value="Submit"/> <input type="button" value="Cancel"/>	

**ADP Compliance on Demand.** ADP Compliance on Demand is a compliance resource exclusively for ADP workforce management (WFM) clients. OMNIA Partners’ entire organization can reference this single source for timely and consistent information on federal, state and local regulatory compliance content (articles, videos, templates, guides, webinars, and more). This unique service also includes an online compliance community and access to ADP expert compliance consultants.

By integrating the following value-added modules, your complete time solution can further enhance employee productivity and reduce labor costs.



- **Time Accruals** automates granting, validating, and calculating accruals and paid time off. This module calculates employee balances in real time, enforcing your company policies and balance restrictions automatically through proactive alerts and access to accurate balance information to help prevent unauthorized paid time off.
- **Time Activities** provides real-time details regarding employee work activity (e.g., quantity of units produced and production rate) against quantity-based standards. This information is fully integrated with workforce management hours to reconcile productive and non-productive time with the time worked.
- **Time Attendance** streamlines the administration and enforcement of attendance policies. This integrated module helps reduce the direct and the indirect costs of absenteeism by automatically interpreting employee exceptions, applying company rules, and triggering disciplinary actions or rewards.
- **Time Leave** provides valuable decision-support tools so managers and HR staff can easily determine employee leave eligibility and entitlement, as well as monitor absence trends and patterns.
- **Time Scheduler** supports scheduling with predefined shifts and zones. Enables informed scheduling decisions by gathering critical scheduling information (e.g., predefined shifts, staffing requirements, actual hours worked, employee skills and certifications, employee availability and sort order) in one place. Provides compliance alerts for configured rules and KPI performance reporting. Ideal for shift-based business such as health care and manufacturing.
- **Optimized Scheduler** supports scheduling for business needs in dynamic 15-minute intervals. Enables schedule forecasting and helps schedule based on employee availability and preferences. Provides compliance alerts for configured rules and KPI performance reporting. Ideal for coverage-based business, such as retail, hospitality and gaming.



# User Experience

## Self-service portal

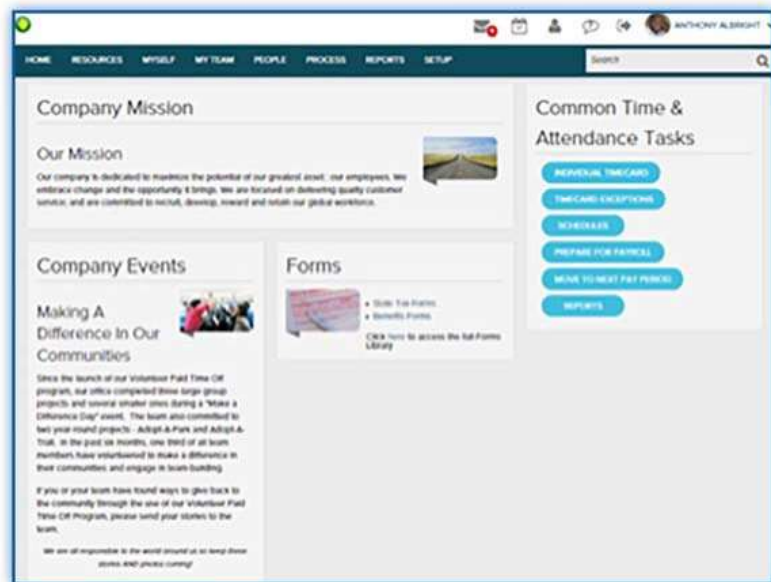
One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP’s solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners’ logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution’s security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.

The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.



## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP’s solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



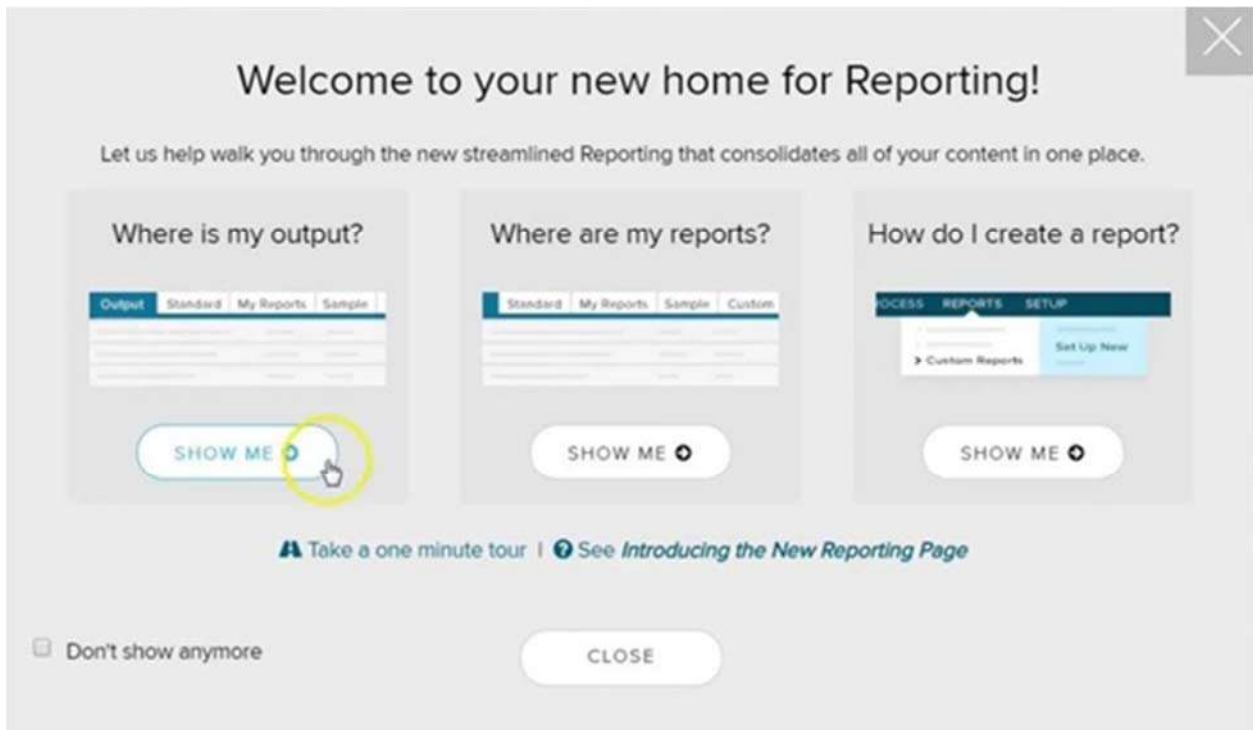
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

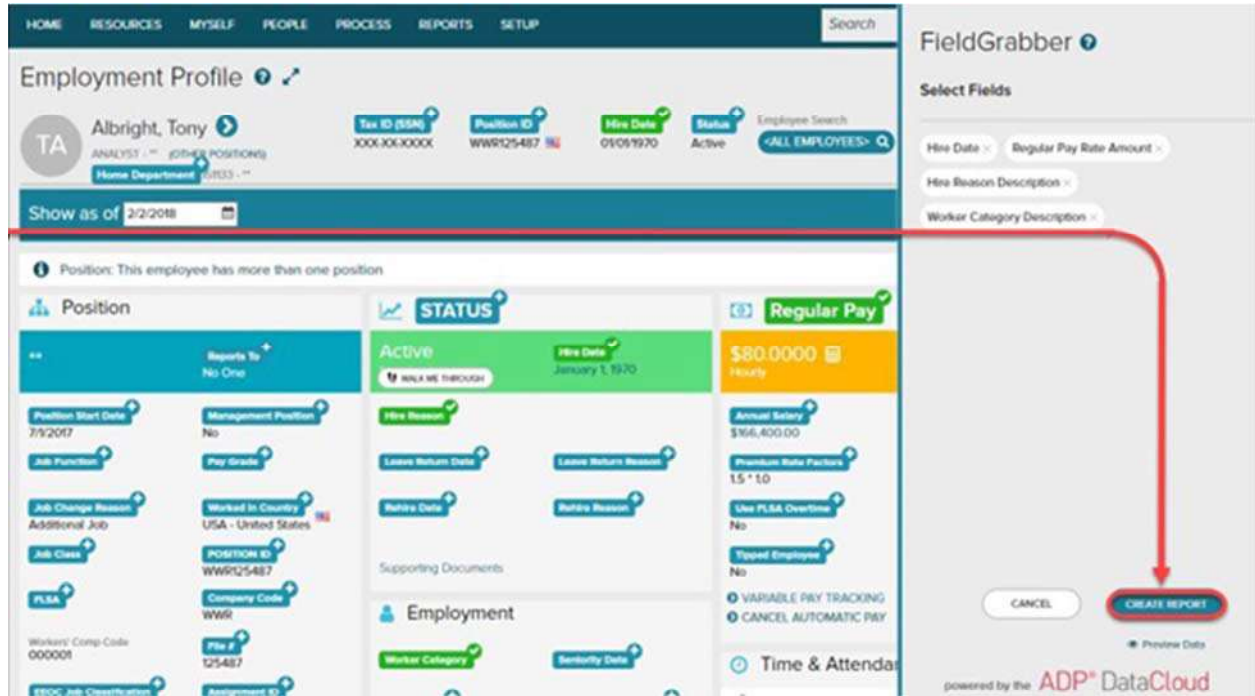


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.





**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

## Analytics

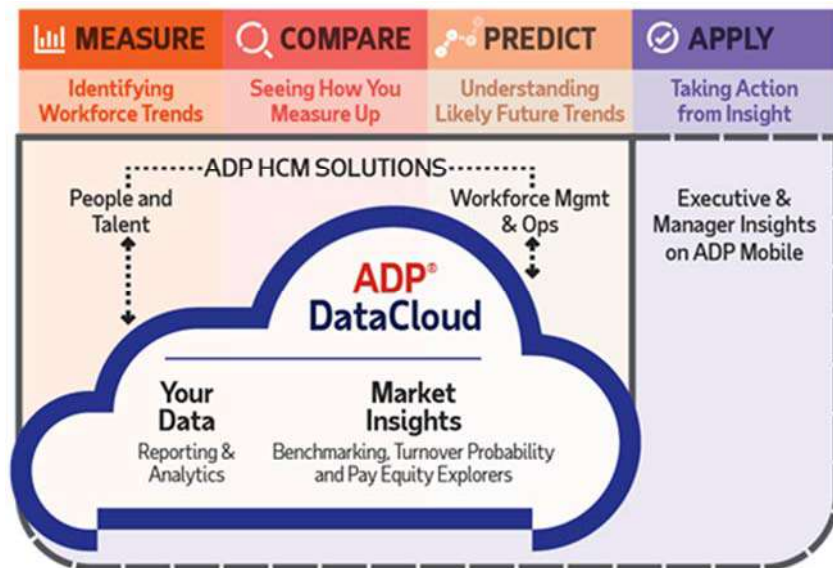
ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.

Capabilities include:

- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.

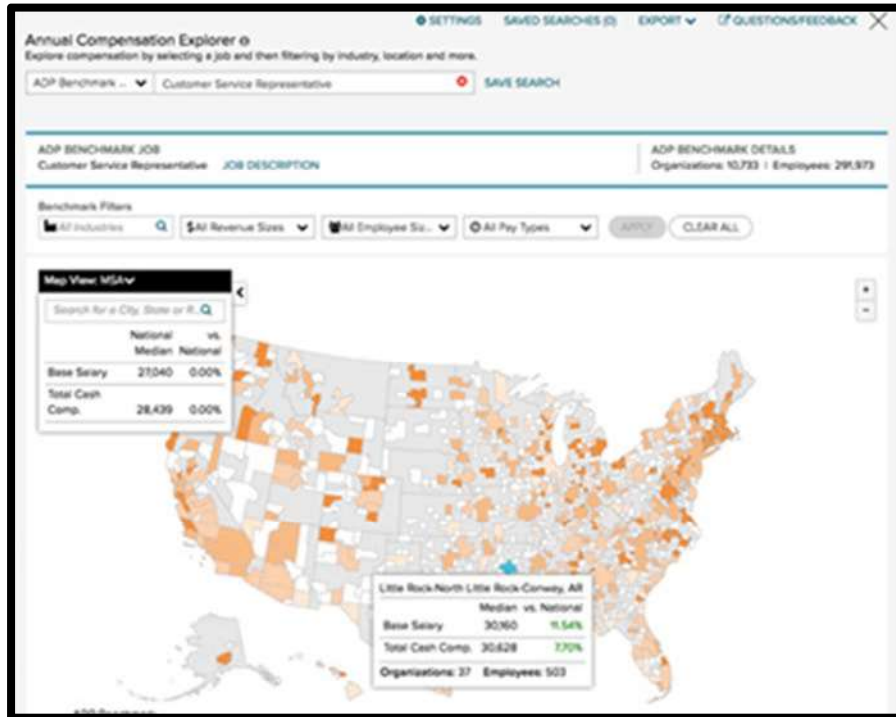




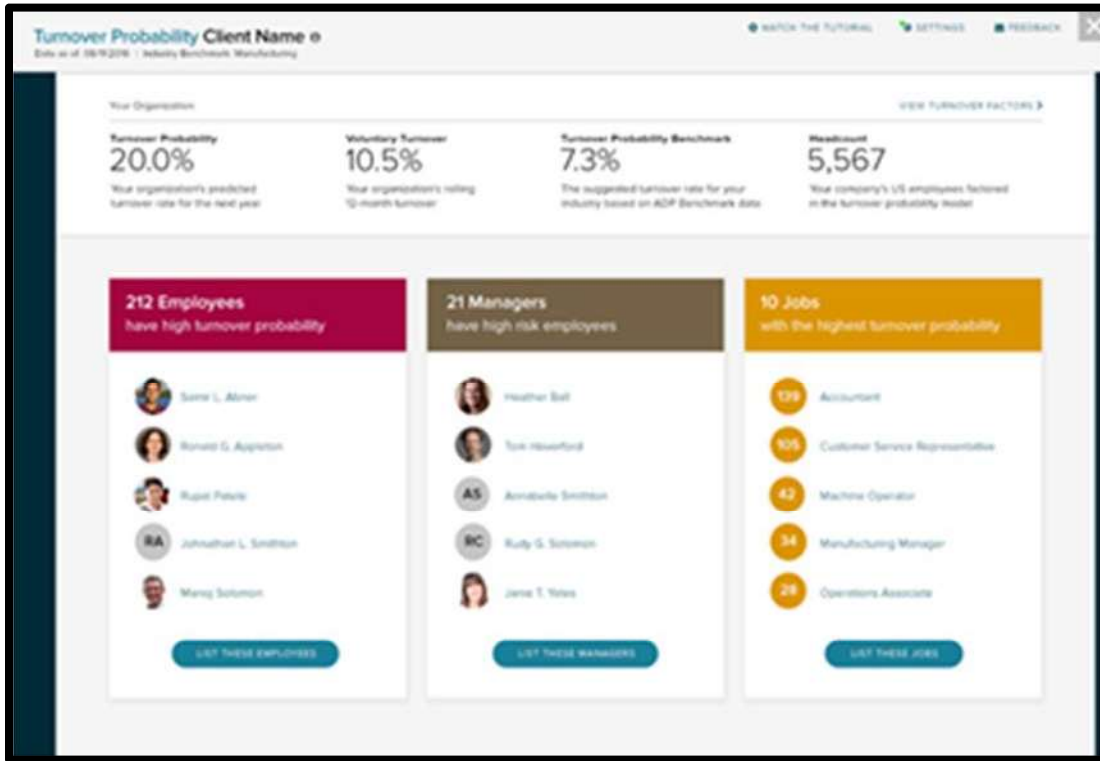
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.



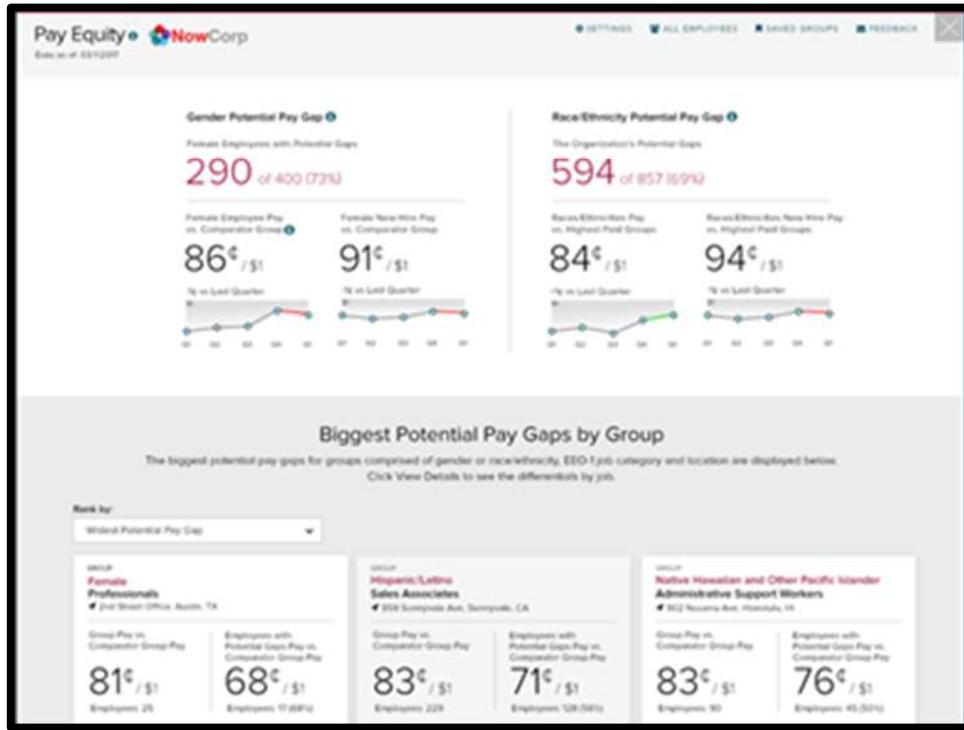
- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.



- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.



- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.





## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Compensation management

To stay competitive, companies must work hard to ensure they pay equitably and accommodate differences in industries, job positions, and geographies. An organization's strategic approach to compensation planning directly impacts its ability to attract and retain top talent.

Compensation is often the single biggest cost to an employer and, depending on the industry, can be up to 70 percent of a company's annual operating costs.

– Enterprise Compensation Solutions: The Next Wave in Integrated Talent Management, Bersin & Associates

ADP's compensation management offering streamlines the complete compensation planning process and lessens risks related to data errors, lengthy planning cycles, and incomplete data analysis.

Highlights of our compensation management capabilities include:

- Pay for performance:
  - Drive a pay-for-performance culture by linking employee performance with awards.
  - Define award guidelines consistent with your organizational goals and overall culture.
- Budget and guidelines:
  - Simplify the merit and bonus event cycle and provide managers with an intuitive tool to complete award recommendations.
  - Define budget plans that reflect your business practices (top down/bottom-up) and assign manager specific budgets.
  - Eliminate manager confusion and ensure adherence to budgets by using the built-in client configurable merit matrix and initial recommendation tool.
- Approval workflow and communication:
  - Leverage our unified database to ensure each stakeholder is securely reviewing the most up-to-date data.
  - Give managers, HR professionals, and executive stakeholders visibility to all aspects of events and recommendations that impact their organization.
  - Ensure changes made during a compensation event do not conflict with changes made outside the event.
- Communicate OMNIA Partners-customized compensation notices via self-service or leverage mass-print functionality.



## Compensation Worksheet

**2017-2018 Pay Increment** BACK TO DASHBOARD

Recommendation Period closes in 21 days (Apr 30, 2018) VIEW DETAILED PROGRESS

**Base Pay is over utilized by 20,000.00 from the allocated budget of 100,000.00**  
View event details by clicking the link "VIEW DETAILED PROGRESS"

Review Level: Colin Parker VIEW/EDIT COMMENTS (2)

Worksheet Status: **In-Progress** EXPORT WORKSHEET

You donot have permission to edit this worksheet. [CLICK HERE TO EMULATE](#)

FILTERS | BULK ACTIONS Employee Search

Show direct award recipients only  Show all eligible employees

Amount are in USD

EMPLOYEE NAME POSITION ID REPORTS TO	PERFORMANCE RATING RATING SCORE	CURRENT SALARY COMPA-RATIO	AWARD %	AWARD AMOUNT	% PRORATION PRORATED AWARD	NEW SALARY COMPA-RATIO	LUMP-SUM
<input type="checkbox"/> Jorge Simmons CS1234 Colin Parker	Exceeds Expectat... 4.2	35,277.06 1.52	2.00	705.4	100.00 705.4	35,277.06 1.52	705.4
<input type="checkbox"/> Adeline Carroll CS1234 Colin Parker	Meets Expectations 4.2	40,000.00 1.23	1.00	400.00	100.00 400.00	40,400.00 1.28	0
<input type="checkbox"/> Lula Evans CS1234 Colin Parker	Exceeds Expectat... 4.2	25,000.00 1.00	4.00	1000.00	100.00 1000.00	26,000.00 1.04	0
<input type="checkbox"/> Jennie Harper CS1234 Colin Parker	Meets Expectations 4.2	40,000.00 1.23	1.00	400.00	100.00 400.00	40,400.00 1.28	0

Base Pay: 67.40% (1,694.60 available budget) | Allocated Budget: 5,200.00 | 1 of 3

### Full-service recruitment

Our innovative solution includes comprehensive recruitment — from the initial candidate sourcing to recommendations for final candidate interviews. An ADP recruitment specialist posts the position on select job boards, screens applicants, and searches the databases for additional qualified candidates that did not apply. In addition, our expert recruiters conduct phone interviews with selected candidates and forward you their notes and recommendations. Lastly, the recruitment specialist coordinates your face-to-face interviews.

### Screening and selection services

ADP can perform a mix of background checks on your applicants, and OMNIA Partners can establish varying degrees of detail based on each position. Our smart hiring technology includes easy-to-understand reports, and our criminal court records include a convenient summary section. We also provide protection by helping you comply with current employment regulations as well as the confidence to make justifiable decisions based on facts and best practices.

Latest estimates have nearly 7 out of 10 employers noting the cost (of recruitment, training, severance, and productivity) of replacing a bad hire at 200-300% of an employee’s salary.

– American Management Association



## Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

## Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.
- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.

## 401(k) administration

ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The ADP 401(k) plan is a comprehensive package, from initial plan design and enrollment through investment options, recordkeeping and testing.

Features of the plan and its administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.



- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* Monthly reports summarize all 401(k) plan activity.



## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.





ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

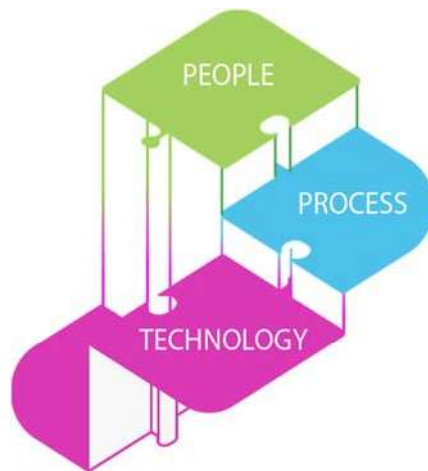


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

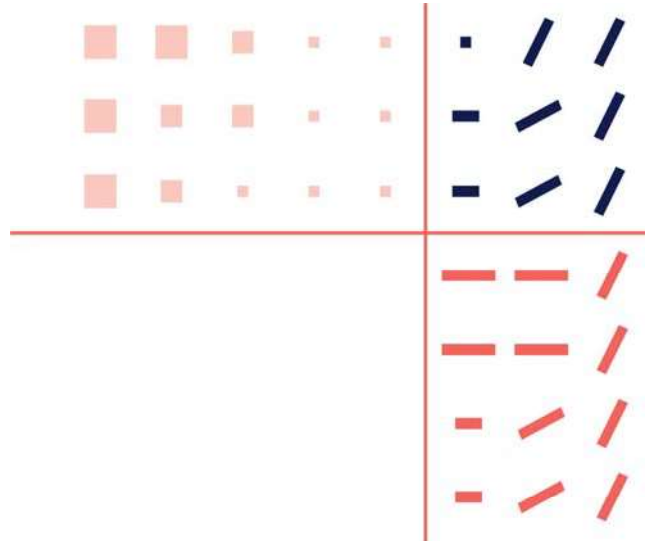
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

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# Solution Overview

## Benefits administration

Our benefits administration service model combined with our comprehensive, web-based HRMS brings OMNIA Partners a comprehensive, unified solution that stays abreast of industry regulations, reduces costs, and integrates with payroll and your insurance carriers. By integrating a dedicated benefit specialist service team into our HCM offering, our complete solution helps eliminate your administrative burden and allows you to focus on the more strategic goals of your company.



Through our full-featured benefits offering, OMNIA Partners gains control over benefits processes to:

- Manage costs by **avoiding unnecessary benefits and premium payments**, while reducing the overall cost of benefits administration and communication.
- **Reduce labor costs** by empowering employees to make benefits changes as a result of life changes or during open enrollment.
- Help **ensure tax and regulatory compliance** with easy-to-generate HIPAA certificates and employee summary reports.
- **Protect your organization against premium leakage** with electronic carrier connections and invoices.



The following chart represents the responsibilities ADP manages on your behalf as part of our comprehensive benefits services offering.



## Adding **Depth** to Your Team

	Client Responsibility	Provider Responsibility	Traditional In-house Management Model	ADP Workforce Now Comprehensive Benefits
New hire enrollment preparation			■	■
ACA benefits eligibility determination			■	■
Fedex/ provide packets			■	■
Employees manually complete forms			■	■
New hire tracking			■	■
Termination processing			■	■
Management collects forms			■	■
HR collects additional forms			■	■
HR verifies eligibility and correct deduction			■	■
Check for accuracy and insure submission			■	■
Payroll completes data entry for deduction			■	■
HR data entry to carriers			■	■
Data entry to HRMS if not integrated to payroll			■	■
HR clean up after first payroll			■	■
HR receives bill			■	■
Generation of monthly insurance invoices			■	■
HR Checks for accuracy / calculates payments			■	■
AP submits bill and issues premium check			■	■
Open enrollment and ongoing support			■	■
Evidence of insurability administration			■	■
Transmission of eligibility information to providers			■	■
Benefit plan maintenance			■	■
Dependent tracking / documentation			■	■
Management of ACA affordability thresholds			■	■
Assistance with healthcare exchange applications			■	■
Employee access maintenance			■	■
Benefits questions – eligibility, coverage, rates, enrollment, claims advocacy			■	■

**Enrollment services.** ADP’s service team helps manage the entire enrollment process, whether ongoing or during open enrollment. We coordinate each step from project planning and system setup to the



creation of confirmation statements and communication templates so OMNIA Partners can focus on strategic activities instead of administrative details.

Enrollment services include:

- Support for employee open enrollment, new-hire, life-event, and work-event enrollments or changes made online or via dedicated toll-free telephone. Trained benefits analysts process (e.g., approve, pend, or reject) enrollments submitted by employees in accordance with benefit plan provisions and OMNIA Partners-approved administrative procedures. Note that work status changes must be initiated by OMNIA Partners HR.
- Evidence of insurability (EOI) administration for life and disability coverages. Benefits analysts identify all enrollments that require a statement of health (SOH) and send the appropriate form, instructional cover letter, and self-addressed stamped envelope to the employee's home address. Employees complete the SOH and mail it to the benefits provider in the enclosed envelope. Benefits analysts process all approvals or rejections per the benefits provider.
- Electronic transmission of eligibility information to all benefits providers that accept such information in an electronic format. We can also support manual transmission to benefits providers that do not have this capability or where the number of enrollments does not meet provider thresholds. Manual transmissions occur via an ADP-formatted Excel spreadsheet.
- Review and reconciliation of error reports generated by ADP's HCM solution and by benefits providers that receive eligibility data electronically.
- Access to standard report templates so OMNIA Partners can generate standard enrollment reports. Alternatively, benefits analysts can generate up to five standard reports each month.
- Unlimited access to standard and analytical reporting tools to meet your reporting requirements.

**Benefits employee service center.** The benefits employee service center gives OMNIA Partners an alternative for providing and managing day-to-day employee support. Whether an employee has a benefits question or a claim issue, the service center is prepared to provide valuable information and assistance.

OMNIA Partners receives a dedicated toll-free telephone number, email address, and fax number for access by your employees and HR staff. Trained benefits representatives are available Monday through Friday from 8:00 a.m.-8:30 p.m. Eastern time in the continental U.S. and can assist employees with questions related to eligibility, rates, plan information, enrollment, claims, and more.

Our comprehensive benefits offering also provides:

- Bi-lingual support for both English and Spanish speaking employees.
- Automatic call-back capabilities to employees who select this option.
- Employee advocate/escalation point with insurance providers for eligibility, generation of ID cards, enrollment, and claim status issues.
- Documentation of ADP system and other general inquiries in our client relationship management (CRM) system.



- Monthly status report on service center activity and statistics for the month (e.g., number of calls, average call length, longest wait time, average wait time, call abandonment rate, and types of calls received).

Dedicated and experienced HR professionals ensure that all benefits plan and eligibility issues are addressed quickly and consistently.

**Benefits carrier connections.** OMNIA Partners has the unique opportunity to not only improve productivity in-house, but to improve administrative processes as you extend beyond the walls of your HR department.

ADP easily connects with other systems and entities including payroll providers, managed care organizations, insurance carriers, third party administrators, COBRA vendors, and other internal or hosted systems. OMNIA Partners can deliver regularly scheduled electronic files to the appropriate parties via secure drop box or FTP (optional PGP encryption). Information can be sent as a change file or a full file. This powerful offering eliminates redundant data entry, improves data accuracy, and lowers overall administrative costs.

Our solution houses a robust library of interfaces for quickly establishing connections with other systems. If OMNIA Partners requires a connection not currently in our library, we will work with you to meet that need.

**Carrier invoicing.** Carrier invoicing provides OMNIA Partners an alternative for generating, reconciling, and paying invoices from benefits providers. Whether you have a list bill or self-billing arrangement with the provider, our service provides you the amount to remit, an exact accounting of all adjustments, and an audit process that accounts for all adjustments.

Carrier invoicing services include:

- Generation of monthly benefits provider invoices for each applicable OMNIA Partners provider. ADP benefits analysts generate invoices in accordance with the schedule provided by the benefits provider. Invoices can be generated by business unit, home department, location, and plan and include a summary, detail, adjustment detail, and all changes since the last invoice.
- Reconciliation of generated invoices to the provider's list bill (for any benefits provider that is not self-billed). All differences are identified on the benefits provider's invoice with a comment explaining each difference.
- Monthly tracking of differences between the ADP invoice and the benefits provider invoice to ensure the cumulative difference does not exceed a predefined threshold. If the difference does exceed the threshold, a full audit is performed. This process ensures differences between invoices are due to timing rather than issues with the vendor's invoicing or eligibility systems.
- Presentation of the remittance amount and supporting detail sent to the benefits provider with the payment.
- Generation of a monthly consolidated bill, if requested.
- Online access to all benefits provider invoices.



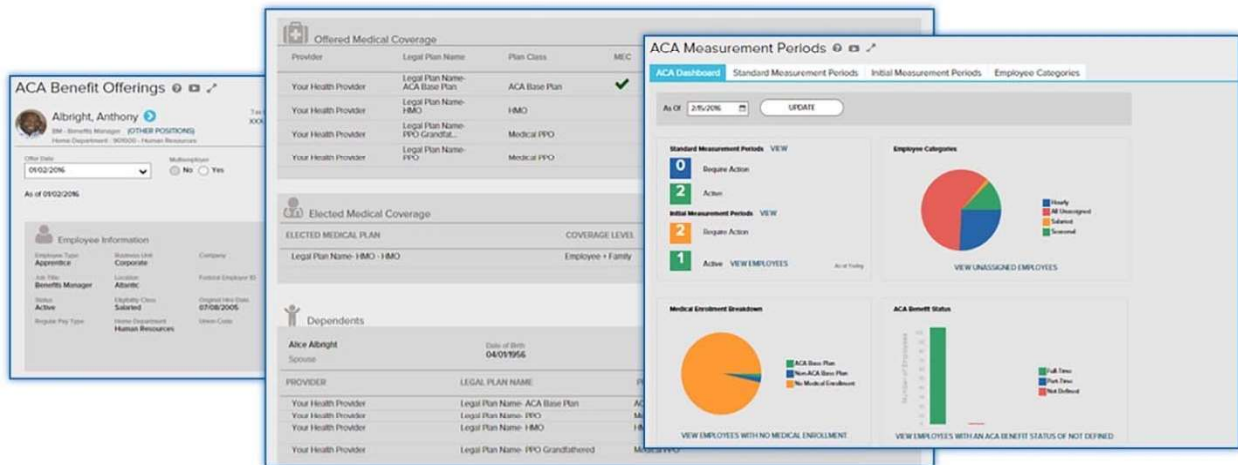


## Affordable Care Act (ACA) and compliance reporting

ADP’s ACA solution allows OMNIA Partners to collect the data required for compliance reporting. Because our HCM solution is built on a single database, all of your HR, payroll, and benefits data exist in one place. Data is accurate and easily accessible, which is imperative when it comes to reporting on your employee benefit offerings and fulfilling ACA annual reporting requirements.

OMNIA Partners can certify the benefit plans you offer quality as meeting the minimum essential coverage, minimum value for coverage, and ACA affordability definition.

ADP’s solution provides you with easy-to-read dashboards, screens, and reports that prominently highlight ACA information. OMNIA Partners gains an automated view of individual employees’ everyday changes to salary, life events, and dependents that impact ACA — all without manual intervention.



In addition, ADP offers a comprehensive, integrated solution for completing IRS forms 1094 and 1095 annual reporting. ADP also fulfills the annual reporting requirements for IRS forms 1094-C and 1095-C including distribution of the notice of coverage to your employees on your behalf.

## Total absence management

ADP can help OMNIA Partners correctly manage employee leave time, reduce the risk of penalties for noncompliance, and help ensure your employees perceive HR practices as fair and unbiased.

Our optional total absence management offering includes:

- Monitoring of federal and state legislation related to leaves that impact your employees.
- Development of administrative procedures that reflect the federal and state legal requirements and specific HR policies and procedures.
- Tier one service center support for all leave inquiries regarding FMLA, disability, personal, military, etc.



- Intake and processing of leave requests by the ADP service team. This ensures the coordination and dissemination of all leave information in a consistent and timely manner.
- Online display of employee work schedule and job protections to ensure the employee has up-to-date information to make leave decisions.
- Acceptance of leave requests that are submitted by HR, a manager, the employee, or a family member. Evaluation of requests are based on the employee data available, OMNIA Partners' leave policies, and legislative requirements.
- Verification of employment and eligibility status and mailing employees the appropriate leave package that includes forms, rules, etc.
- Tracking and monitoring of all requests made for FMLA and personal leave along with historical reporting.
- Triage, tracking, and/or coordination of other types of non-paid leave as appropriate, including dissemination of policy information and a warm transfer/referral to the appropriate vendor or OMNIA Partners-designated contact.
- Email notifications of approval/denial to HR based on the assessment of leave eligibility; mailed notifications to employees. Assessments are based on the completion of leave documents and receipt of a completed medical certification form.
- Notification of leave approval dates to the employee's manager and HR and the ability to track absence patterns.
- Return-to-work authorization receipt from the employee's physician and notification of the employee's manager five business days before his or her imminent return to work.
- Confirmation of the employee's return to work as scheduled.
- Maintenance of benefit enrollments for each type of leave in accordance with HR policies and procedures.
- Weekly reporting on leave status and activity.

## Life insurance administration

Our optional life insurance administration service comprises the following components:

- Maintenance of eligibility information in the ADP system, the submission of a life insurance claim by a claimant, and the coordination of the claim between the claimant and the respective benefit provider(s).
- Dissemination of conversion and portability information to terminated employees enrolled in benefit plans that offer conversion and portability options.

Our service offering includes:

- Receipt of life insurance claims; claims may be sent to ADP by your HR department, the employee, or the claimant.
- Verification of eligibility, coverage amount, and beneficiaries recorded in the ADP application.
- Generation and transmission of a condolence letter to the claimant with appropriate forms and instructions.



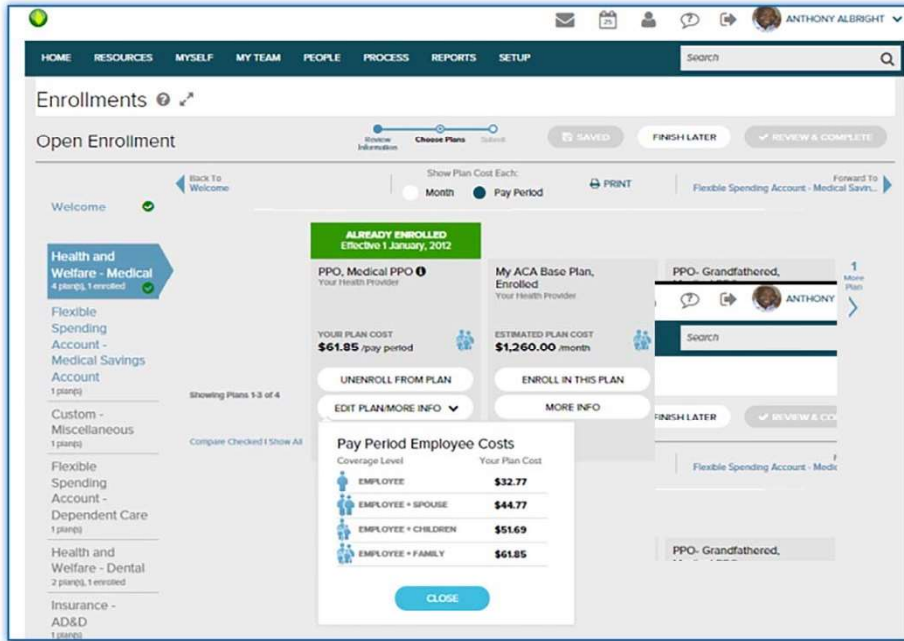
- Adjustment of benefits, as appropriate, pursuant to OMNIA Partners' benefit plan provisions and protocols to address a death event.
- Collection and processing of paperwork required of the claimant.
- Responses to claimant questions and inquiries.
- Review of paperwork submitted by the claimant to ensure accuracy and completeness.
- Overnight courier service to the benefit provider for all required paperwork, the death certificate, and ADP documents related to the coverage amount and designated beneficiaries.
- Conversion paperwork to terminated employees seeking to convert current company-provided coverage into a non-company sponsored individual life insurance policy.

ADP's solution gives employees the freedom and tools to make their own benefits elections and helps OMNIA Partners gain control over your organization's benefits processes. OMNIA Partners gains the ability to:

- Control costs by tracking benefits and premium payments.
- Streamline benefits administration employee communication.
- Empower employees to make benefit changes as a result of life changes or during open enrollment via intuitive employee access.
- Track benefits-related trends across your organization using key data on a variety of benefits metrics including cost, contribution, coverage, enrollment, provider, and waive reason (with ADP DataCloud Analytics).
- Help ensure tax and regulatory compliance with easy-to-generate HIPAA certificates and employee summary reports.
- Protect your organization against premium leakage with electronic carrier connections and invoices.
- Support eligibility, affordability, and applicability to help be compliant with the Affordable Care Act (ACA).

Implementation experts set up OMNIA Partners' specific benefit plan, and a benefits specialist works with you post-implementation to capture any open enrollment plan changes. OMNIA Partners also has the flexibility to make these changes via administrator access.

**Eligibility and enrollment tools.** The system's intuitive workflow processing supports automation of enrollment, eligibility, and payroll deduction changes based on the effective date.



The all-in-one benefits solution provides:

- **Flexibility** through a customizable enrollment experience.
- **Scalability** that allows you to create multiple groups, tiers, and rates.
- **Consistency** via easy-to-enforce eligibility rules during initial enrollment and throughout an employee’s service.
- **Insights** via tools to examine benefits usage and fine-tune benefits offerings based on employee demand.
- **Engagement** through year-round communications and configurable enrollment content that helps educate your employees on the value and features of their benefits.

**Carrier invoicing and billing.** Carrier invoicing tools can help OMNIA Partners identify billing discrepancies on the carrier list bill and offer a clear, in-depth view of your benefits population. These tools can also produce time-saving self-billing reports so you can efficiently reconcile carrier invoices and ensure you are paying the correct amount for employee enrollments.

**Benefits reporting.** OMNIA Partners can access pre-defined report templates for employees and dependents. Administrators have access to standard reports based on point-in-time data as well as analytical reports which give them an intelligent, multidimensional view of HR and benefits data. An easy-to-use ad hoc reporting tool is also available for creating custom reports to help you with timely and accurate compliance, decision making, and forecasting.



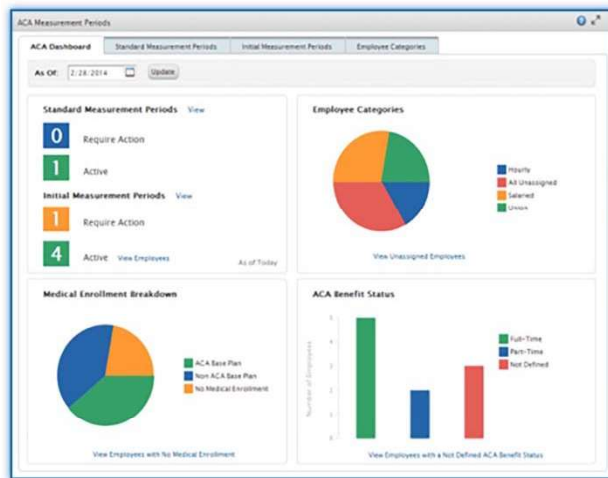
Other key benefits administration features include:

- Insurance carrier connectivity.
- Flexible rate structures.
- Eligibility drivers.
- Dependent age-limit rules.
- Medicaid and Medicare entitlement.
- Access to informative audit.

**Employee discount program.** LifeMart® is one of the largest members-only online discount shopping websites where your employees will find discounts up to 40 percent on more than 4 million products and services, including: groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, and financial services.

### Regulatory compliance

Staying current with constantly changing laws and regulations, meeting strict government deadlines, and avoiding costly fines and penalties can be an administrative burden for any company. ADP’s solution provides access to systems that help you to establish and consistently administer compliance in your organization.



As your benefits administration partner, ADP has the tools to help you manage an effective and compliant ACA strategy and:

- Address 23 ACA provisions, including the employer mandate, employer mandate reporting, and ACA affordability testing.
- Help you track employees rehired within 13 weeks – the threshold under which an employee is not counted as having left the organization per ACA legislation.
- Enjoy the peace of mind of engaging simplified ACA audit reporting.



## 401(k) administration

ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The comprehensive package includes everything from initial plan design and enrollment through investment options to recordkeeping and testing. Features of the plan and its administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.
- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* These monthly reports summarize all 401(k) plan activity.



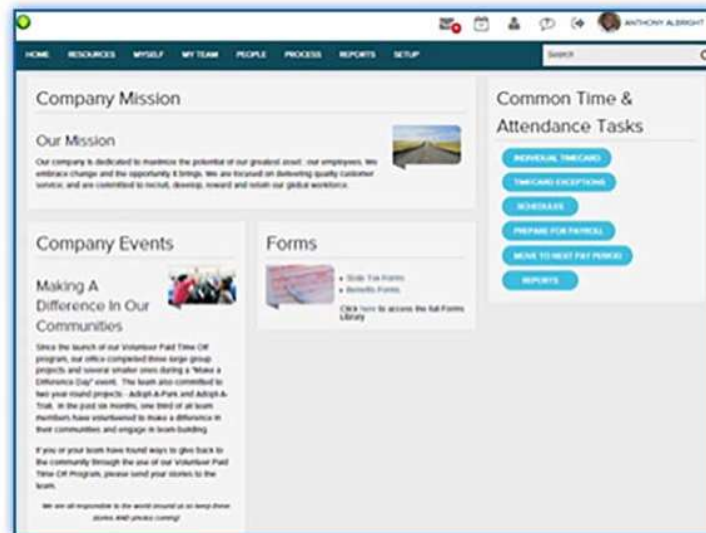
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP's solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners' logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution's security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.





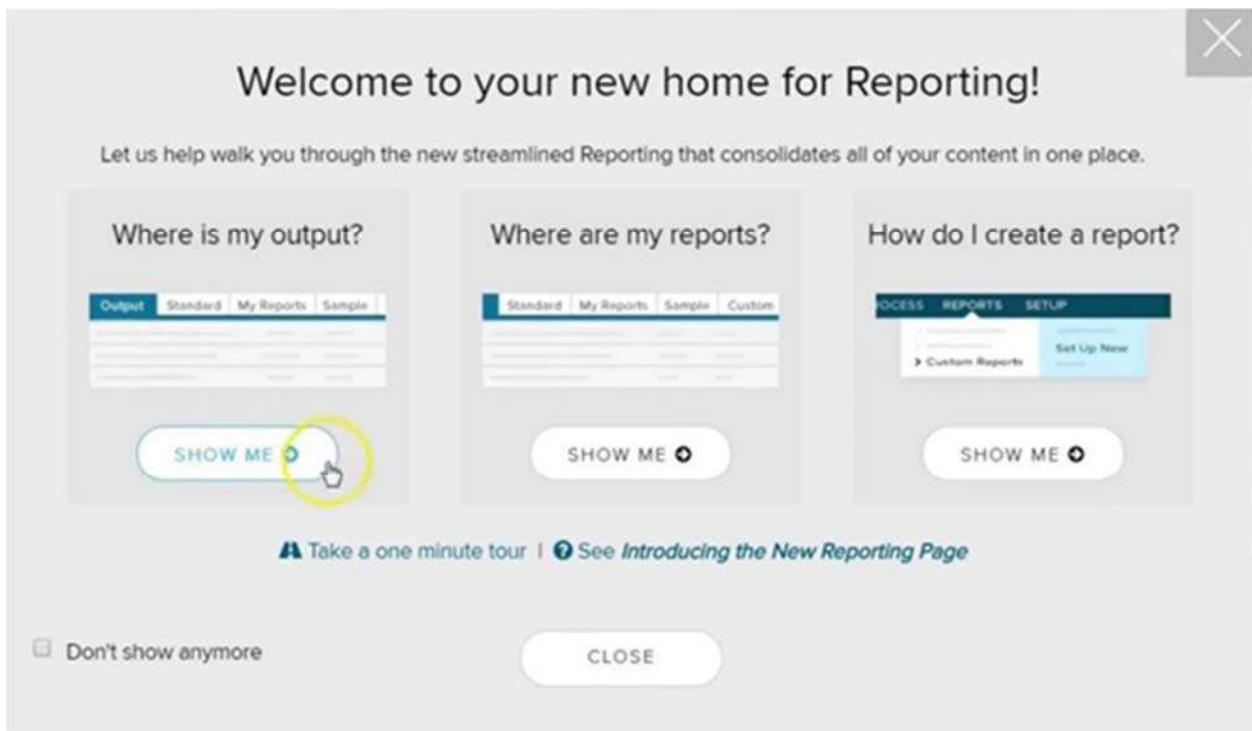
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

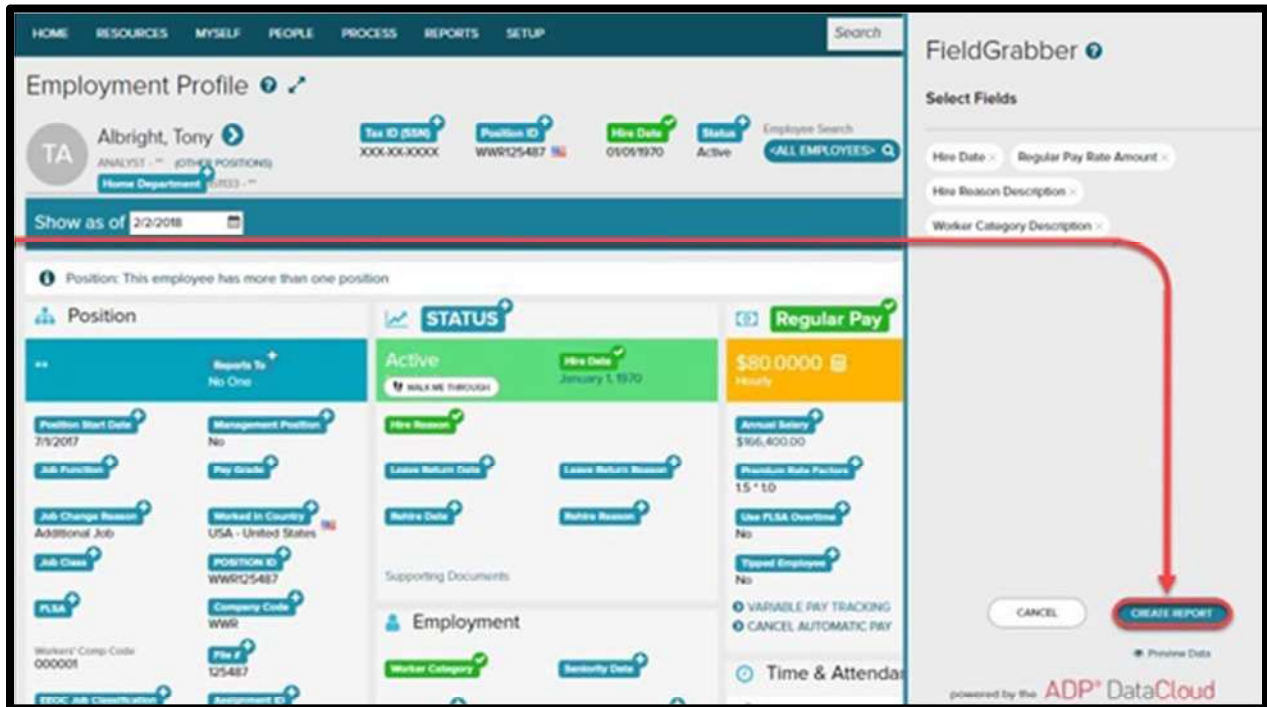


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.



**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

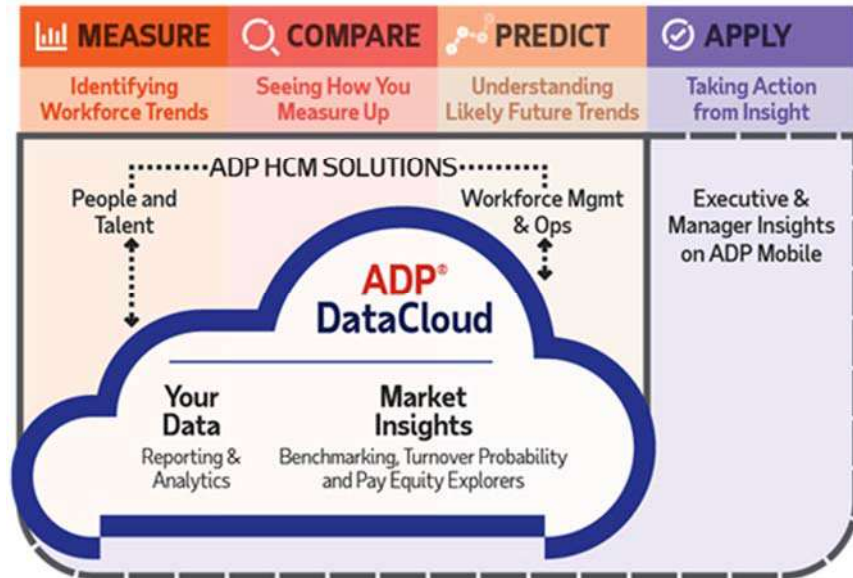
Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.



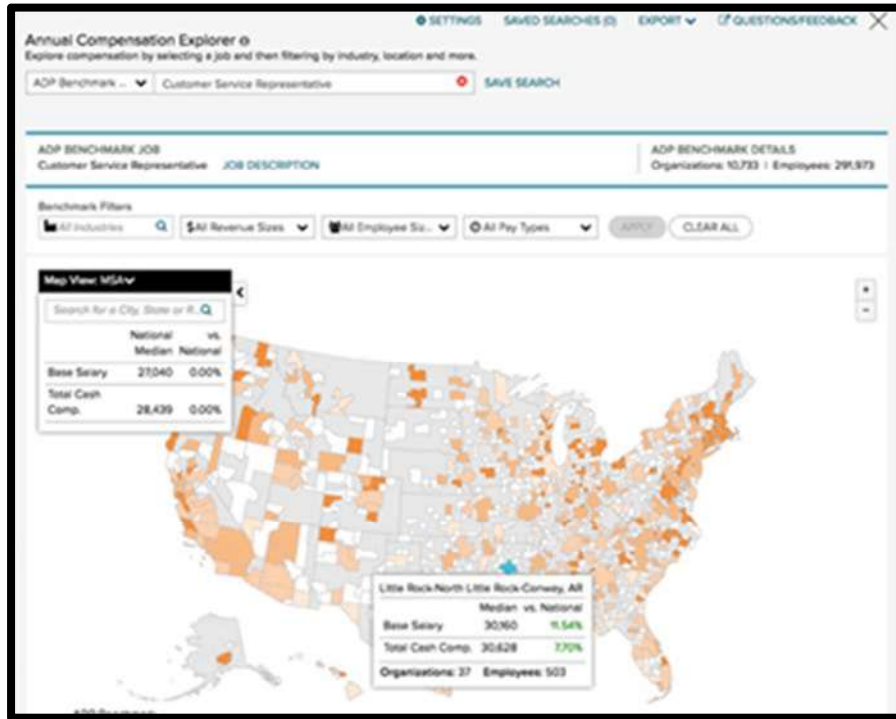


Capabilities include:

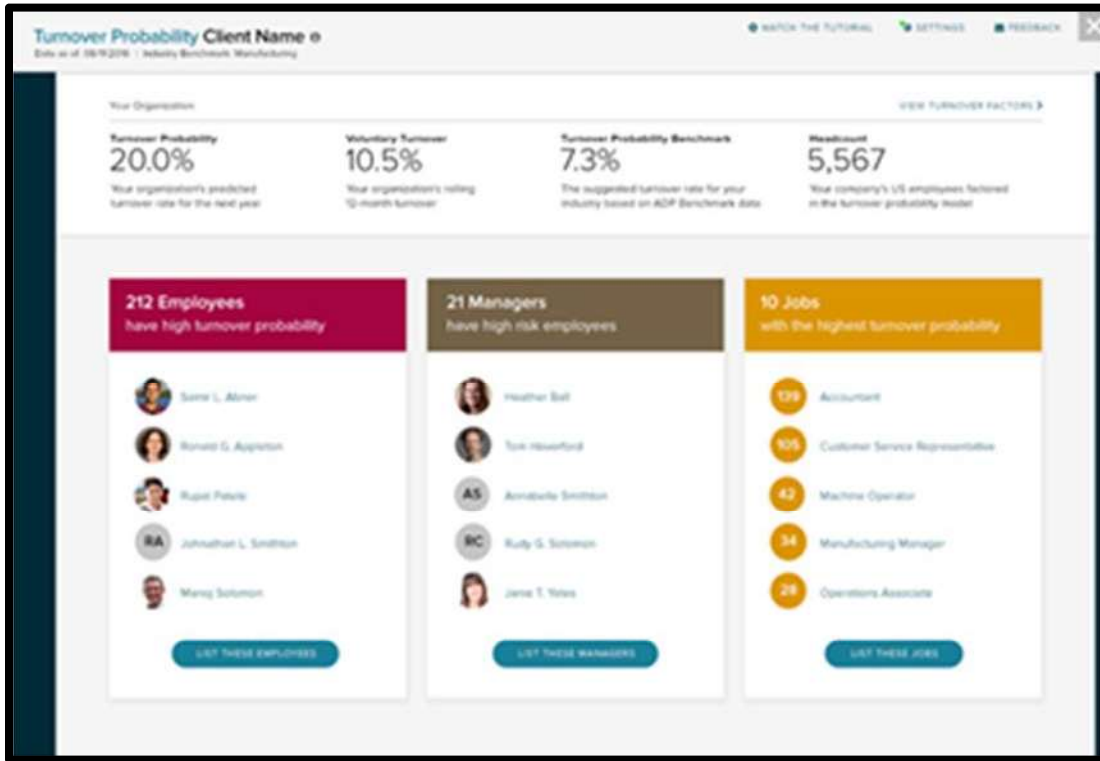
- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.



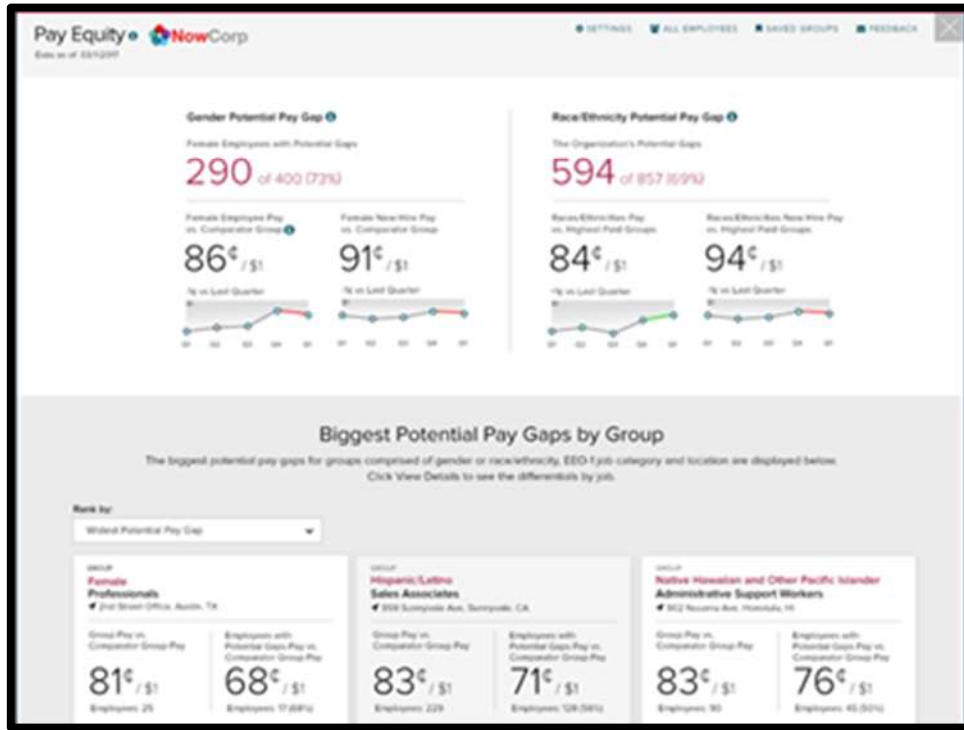
- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.



- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.



- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.





**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.



## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

### Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.
- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.

### 401(k) administration

ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The ADP 401(k) plan is a comprehensive package, from initial plan design and enrollment through investment options, recordkeeping and testing.

Features of the plan and its administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.



- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.
- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* Monthly reports summarize all 401(k) plan activity.



## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.





ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

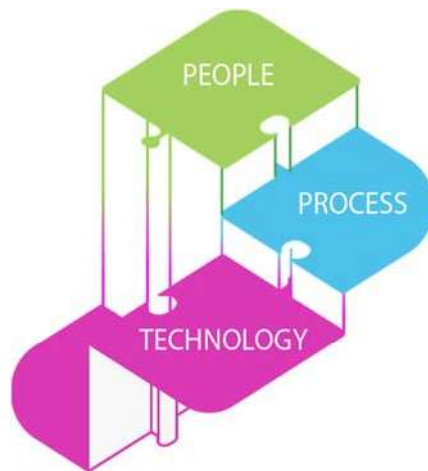


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

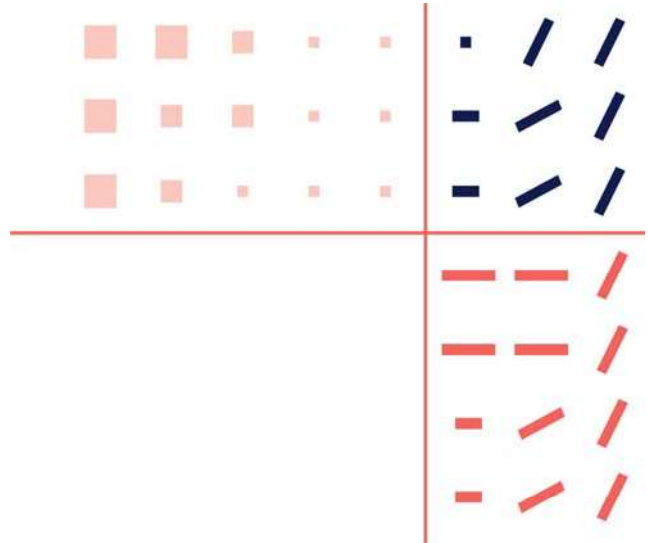
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

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## Solution Overview

ADP has delivered benefits administration services since 1986, and we provide outsourced benefits administration solutions to more employers than any other third-party administrator in North America. We leverage this experience to build flexible, scalable, and affordable benefits administration solutions that meet our clients' needs.

Our configurable benefits administration solution supports each client's unique business processes, is easily integrated into multivendor environments to ensure protection of existing technology investments and is deployed in ADP's hosting environment to support rapid implementation and return on investment.

ADP's complete benefits experience significantly reduces the workload for OMNIA Partners' benefits administrators, improves employee engagement, increases plan adoption, and reduces costs. Our unique combination of service capabilities includes:

- An innovative web-based self-service user interface ensures benefits selection is a simple, straightforward process for each employee — regardless of his or her level of online comfort and expertise.
- Efficient email communications inform employees of their applicable opportunities to enroll and provide immediate confirmation of benefits elections.
- Full-time operational and support associates work with OMNIA Partners to document requirements, complete configuration, and test and deploy the benefits administration solution. Your ADP benefits HCM consultant acts as the primary point of contact for inquiries.

We also make significant investments to ensure our solutions adhere fully to regulatory mandates like the Affordable Care Act (ACA). We regularly share compliance updates, provide access to strategic information, and offer online tools to help you stay current with changing legislation.

### Health and welfare administration

ADP accommodates the complexity and change inherent in health and welfare benefits programs with flexible technology that supports the entire benefits life cycle – newly hired employees, ongoing status changes, and annual enrollment – now and in the future.

### Features and functionality

Our benefits administration solution functionality includes:

**Processing employee census data.** New hire, termination, and census data recorded in OMNIA Partners' HR/payroll solution is passed to ADP's benefits administration solution to calculate benefits eligibility. Data is edited before it is loaded, and error and warning reports are produced for your review. OMNIA Partners resolves any data issues by making the appropriate correction(s) in the source data. An audit trail report provides a record of processed health and welfare changes.



**Calculating benefits eligibility.** Our real-time rules engine determines eligibility for benefits based on OMNIA Partners' specific business rules. You determine the specific benefits areas, plans, and costs presented to eligible employees. Each employee can only see the options and rates that meet his or her eligibility rules, and the employee cannot enroll in plans for which he or she is ineligible.

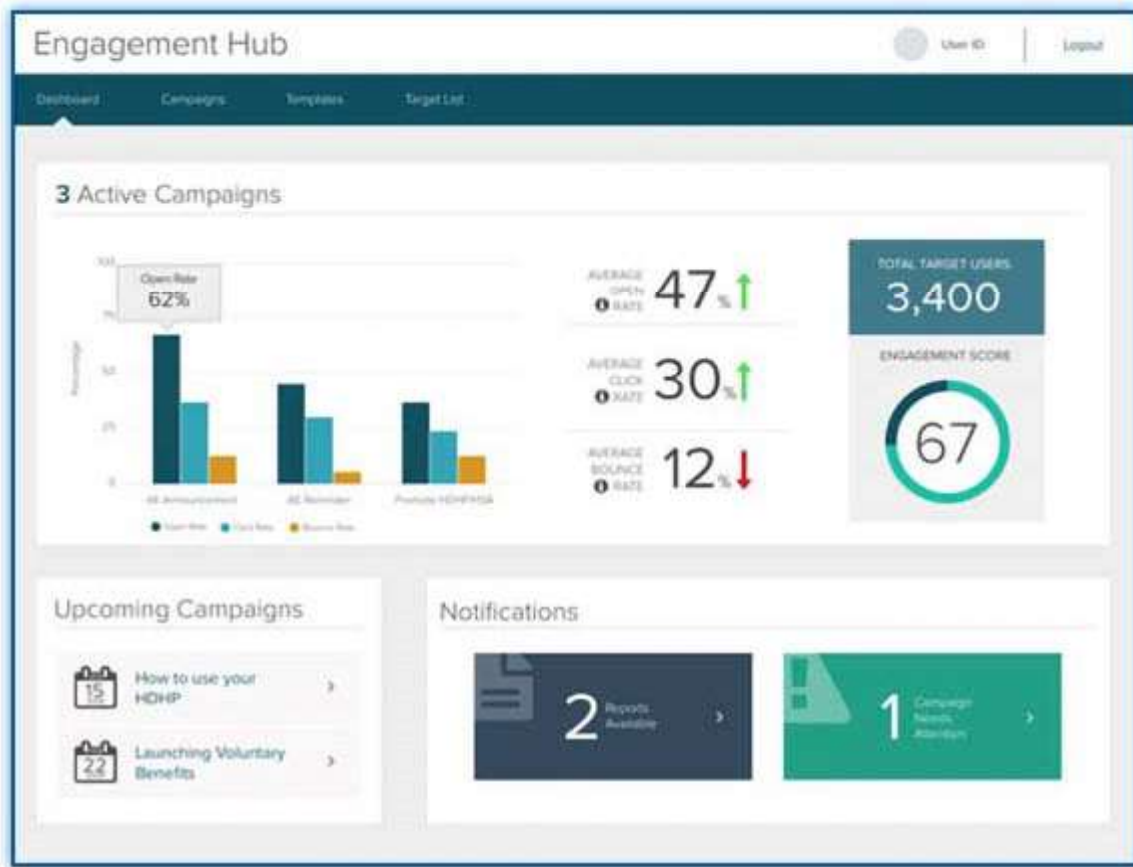
**Generating enrollment communications.** Delivered email communications include:

- Notification of opportunity to enroll:
- Annual enrollment.
- Newly hired employees.
- Newly eligible employees (due to HR data changes or time-passing events).
- Notification of coverage change:
- Confirmation statement once the enrollment window has closed.
- Evidence of insurability (EOI) approval resulting in a coverage increase.
- Overage dependent.
- Any other enrollment change or dependent update made by an employee.
- Enrollment reminder emails as applicable.

Eligible employees access self-service to view current benefits information and print a confirmation statement after enrollment is complete.

Future functionality will deliver the Engagement Hub. This innovative communications tool will let OMNIA Partners set up, track, and measure campaigns to targeted employee groups. These customized campaigns can be scheduled to run at specific times with targeted messaging via email, text, or social media. Campaign success can be measured by metrics such as click-through rate and open rate.

This functionality will unlock the potential to reach multiple generations in OMNIA Partners' workforce with messaging that will resonate and increase engagement.



**Calculating payroll deductions.** We generate a data file that provides changes-only, per-pay period employee benefits deductions and imputed income to OMNIA Partners' payroll solution according to your payroll schedule (full files can also be produced).

We also produce a standard retroactive deduction report that lists the retroactive deductions to be applied to the employee's record (based on the timing of the election and the payroll processing frequency). OMNIA Partners' established payroll policies dictate how the retroactive deduction is recovered.

**Reporting eligibility data to carriers.** ADP transmits weekly eligibility data to carriers in the HIPAA-834 (v5010) format via secure file transfer protocol (SFTP). We follow up with any carriers that have any difficulties loading the data file. Carriers report any eligibility discrepancies to ADP, and we research the matter and ensure complete resolution. Standard coverage change and termination reports can be delivered via encrypted email or placed on a secure website for carriers that cannot accept electronic files.

**Enabling OMNIA Partners to monitor incoming and outgoing data.** ADP processes OMNIA Partners' census data to generate eligibility events, and this information is passed to your carriers to facilitate enrollment. ADP has developed tools that deliver immediate and full transparency to OMNIA Partners practitioners into all inbound and outbound files:



**Data Management**

Eligibility Data Management

FILES SCHEDULED | FILES RECEIVED | FILES PROCESSING | FILES PROCESSED

⚠️ 12 Employees have Data Issues

FILE NAME	DATE SCHEDULED	DATE RECEIVED	DATE PROCESSED	TOTAL RECORDS	TOTAL SUCCESSFUL	TOTAL ERRORS
Peoplesoft09052017	09/05/2017	4/24/2016	In Progress			
Peoplesoft08302017	08/30/2017	4/15/2016	08/30/2017	1500	1488	12
Peoplesoft08222017	08/22/2017	3/13/2016	08/22/2017	1496	1496	0

**CARRIER EXCHANGE DATA**

Status: All files processed

On time delivery: ●

Data quality index: ●

Open errors: 4

Age of errors: 4 days

Potential complaints: 10

**MANAGE DATA**

Status: All files processed

On time delivery: ●

Data quality index: ●

Open errors: 4

Age of errors: 4 days

Potential complaints: 14

**MANAGE DATA**

Processing your information

Total files scheduled: 354

Total files received: 354

Total files processed: 354

Total files scheduled: 264

Avg. # errors per file: 4

Days to resolve errors: 2

Open errors: 14

Days to resolve errors: 2

**PAYROLL DATA**

Status: All files processed

On time delivery: ●

Data quality index: ●

Open errors: 0

Age of errors: 0 days

Potential complaints: 0

**Identifying COBRA qualifying events.** ADP automatically identifies COBRA and HIPAA events based on data changes to participant benefits elections.

**Generating premium reports.** ADP creates standard monthly premium billing reports for each OMNIA Partners plan and carrier, which allows you to self-bill your carriers. These effective-dated reports contain an automatic retroactivity calculation based on standard wash-cycle rules.

ADP can make the carrier payments on OMNIA Partners' behalf as an optional service.

**Processing concurrent events.** ADP's benefits administration solution supports concurrent processing of multiple events (e.g., annual enrollment and an address change) – while allowing elections made in the earlier event to flow through to the later event. Employees select the earliest event for which an enrollment change can be made and proceed as allowed under OMNIA Partners' rules.



**Allowing administrator access to benefits data.** Your benefits administrators receive processes and tools to automate daily benefits administration tasks, including:

- Searching for a specific plan participant (by participant ID number, Social Security Number, or name).
- Viewing employee profiles.
- Viewing event summaries: event history, coverages, and dependents.
- Viewing event details: transaction history, coverage change history, dependent change history.
- Update rates during the year or at annual enrollment.
- Acting as the plan participant to maintain benefits information.
- Making elections on behalf of the plan participant.
- Updating dependent and beneficiary information.
- Changing status of pended transactions (approving or denying based on supporting documentation or EOI received).
- Creating and maintaining system users and privileges.

Administrators access participant data based on the security rights determined by OMNIA Partners. Each administrator's user ID identifies transactions that he or she made.

**Supporting ongoing benefits administration tasks.** ADP performs these benefits tasks on OMNIA Partners' behalf:

- Processing time-passing events (participant or dependent age changes).
- Dropping dependents when they reach the maximum age.
- Supporting court-ordered benefits processing.
- Calculating domestic partner and life insurance federal imputed income amounts.

**Providing rollover services.** ADP continues to provide annual enrollment support after the initial go-live of OMNIA Partners' benefits administration solution. Effective annual enrollment planning can help OMNIA Partners gain more control of your health care plan design, build your benefits brand, and gain insight to your employees' needs. ADP's year-round AE365 program keeps our priorities and timeline aligned with yours. AE365 is broken down into four key cycles throughout the year:

- Solution exploration.
- Shaping your strategy.
- Delivering excellence.
- Your annual enrollment in review.

Your entire ADP team is involved with the AE365 initiative, which allows us to execute a premier annual enrollment experience.

ADP can also manage several optional (for an additional fee) benefits processes and services on your behalf, such as:





## Health care reform compliance support

Since 2015, employers have leveraged ADP Health Compliance to furnish Forms 1095-C to their employees and transmit Forms 1094-C/1095-C to the IRS to meet ACA IRS reporting requirements. IRS furnishing and filing requirements are one component of the ACA law. IRS furnishing and filing requirements are just one component of the ACA law; requirements must be met **in a timely manner with correct and complete information** (IRS Code Sections 6055 and 6056) and employer shared responsibility measure must also be met (IRS Code Section 4980H(a) and (b)). Any of these requirements can potentially place employers at risk of IRS penalty notices for years into the future — with each potentially assessing thousands or millions of dollars based on the penalties seen on Letter 226J from the IRS. Penalties for IRS Code Section 4980H(a) are not capped.



**Number of Employees: 1,262**

owe.

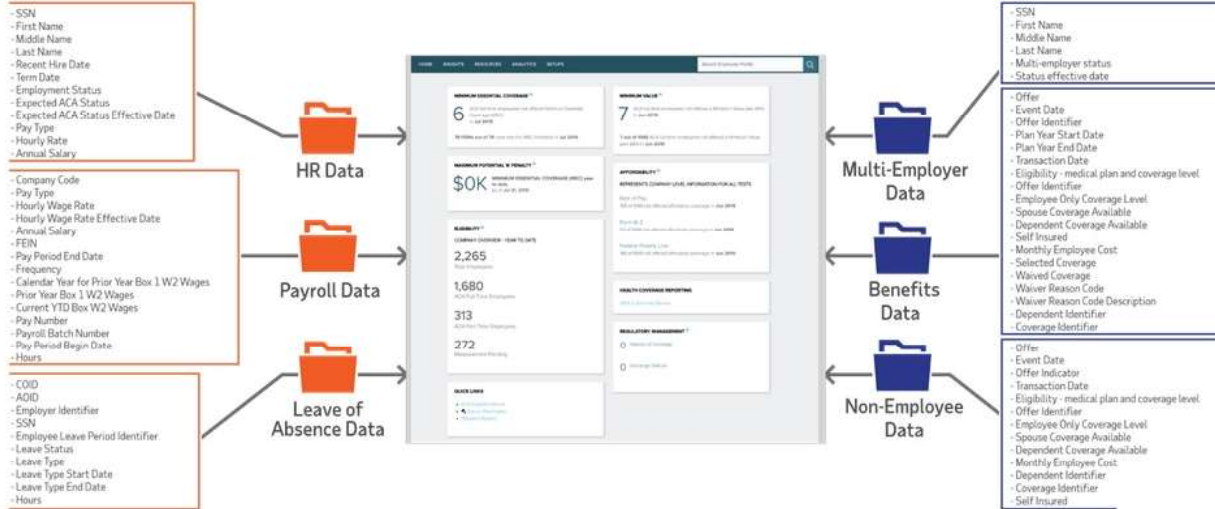
**Proposed ESRP \$2,138,586.62**

Our records show that you filed on

ADP Health Compliance is the only comprehensive solution that provides the filing and furnishing requirements of today for the ACA — and places employers in a positive position against potential future IRS penalty notices with proactive data condition reviews, monthly summaries and a year-end process for furnishing and transmitting Forms 1094-C/1095-C.



## Details Drive the Dashboard



**Data.** Data problems can drive inaccuracies in an employer’s calculations, Forms 1094-C/1095-C, and IRS transmissions — and may result in IRS penalties and compliance issues.

ADP Health Compliance aggregates 172 data points from OMNIA Partners’ various supporting systems into eligibility and affordability calculations to accurately populate Forms 1094-C/1095-C. Regardless of OMNIA Partners’ system of record, ADP Health Compliance can import data to generate Forms 1094-C/1095-C. Embedded tools proactively identify data conditions and potential impacts downstream.

Our data conditions review, calculations, and monthly summary review processes are designed to catch potential data issues before they become larger compliance issues and cause errors on Forms 1094-C/1095-C, which would trigger IRS penalty notices for noncompliance with IRS Code Sections 4980H(a), 4980H(b), 6055, and/or 6056.

Data reviews and analysis are conducted to ensure the right data fields and values populate within ADP Health Compliance.

**Expertise.** Employers benefit from ADP’s expertise in Health Care Reform and compliance, our agency relations team, and other industry thought leadership. Our health compliance service organization is comprised of 202 associates. These ACA specialists have achieved the Certified Healthcare Reform Specialist (CHRS) designation and provide our clients the understanding and interpretation necessary for proper ACA compliance. From implementation through ongoing support, ADP has the only health compliance team that can provide proactive, robust support to our clients.

**Technology.** In addition to the data and analysis features and services, client also leverage these benefits from ADP Health Compliance:



- ADP Health Compliance is a cloud-based solution with regular updates and releases.
- Tools and reports evolve based on client requests and lessons learned from each reporting cycle.
- A clear user experience provides intuitive functions, including dashboards for quick references or prompts for action.
- Dashboards display clear analytics and insight to provide the right data at the right time for the right actions.
- Our clients' data is secure, yet accessible; data protection is in our DNA.

**Exchange and penalty management services.** To provide additional support to OMNIA Partners, ADP can also respond to inquiries of available and affordable coverage offers to employees. Penalty management services provide a comprehensive team, approach, and solution to assist organizations with employer shared responsibility and potential payment assessments that could cost employers millions. We

- Research employees and offers of coverage in question.
- Provide updated data to the IRS to offset the proposed employer shared responsibility payment.
- Produce suggested templates, proof, and return packages in response to IRS penalty notices on behalf of or in partnership with the impacted FEIN.

ADP's pricing includes all print, transmission, reprint, and retransmission activities.

Although partnering with ADP to support with additional functionality results in a seamless experience, ADP Health Compliance is platform-agnostic — allowing our clients to enjoy a continued level of service, ACA IRS reporting completion, and preparedness against any future IRS penalty notices regardless of the solutions and platforms currently in use.

## Employee communications

ADP can produce a hard-copy annual enrollment communication package for OMNIA Partners. We can also print and mail standard, black-and-white eligibility summaries. Once an employee makes his or her elections, we can produce a standard, black-and-white confirmation statement.

In addition, we can design a communications strategy that informs employees of upcoming changes and promotes education through posters, postcards, table tents, and PowerPoint presentations. We can also assist with the development of benefits newsletters and other customized print pieces to support OMNIA Partners' benefits communication needs.

## Premium payment disbursement to carriers

ADP calculates the total premium amount due to each carrier each month, including the current month's premiums and 60 days of retroactivity. Banking arrangements are established between OMNIA Partners, your carriers, and ADP. We notify OMNIA Partners of the total premiums due and provide a breakdown by carrier. OMNIA Partners then transfers total funds to ADP, and we disburse funds to the individual



carriers each month based on our premium reports. We also work with carriers to resolve any premium-related discrepancies.

## Total rewards statements

Our versatile, personalized total rewards statement (printed or online) helps your employees understand their total compensation. OMNIA Partners can choose from a variety of standard templates to show the value of your health, welfare, and retirement benefits. We can project estimated values at different ages and add text to highlight specific benefits. Whether you provide basic or customized statements, we can provide the most effective method to help you communicate your total employee benefits and compensation package.

## ADP Strategic Advisory Services

This specialized group works directly with OMNIA Partners to provide business intelligence and analysis of the constantly changing benefits administration landscape. Our team can assist you with developing and executing highly effective benefits strategies. At the same time, we point out how your processes can be streamlined so your workforce relies less on your HR team, which saves time and allows a focus on strategic initiatives. We help you maximize your benefits and scale programs to meet your needs – while improving cost control, enhancing regulatory compliance, increasing productivity, and engaging your employees.

## ADP Private Exchange

The fully integrated ADP Private Exchange solution powers benefits eligibility based on your rules. Our technology and service expertise supports the health care plan designs OMNIA Partners chooses and offers a highly customizable retail shopping experience. OMNIA Partners may choose when and how to deploy the ADP Private Exchange:

- *Bring-your-own-broker exchange.* You continue to work with the broker or consultant of your choice to develop a set of plans (typically 8–12) designed to best meet your needs.
- *Prepackaged private exchange.* OMNIA Partners uses plans provided by an ADP broker partner that works with insurance carriers to create large plan selections addressing diverse benefit and cost-containment needs. ADP has established broker partnerships with USI and Hays.

ADP's intuitive, retail-oriented approach to benefits enrollment revolutionizes the employee's experience and drives consumerism. In addition, employers can leverage a defined contribution or a defined benefit funding model.

## Supplemental benefits

ADP's supplemental benefits model includes collaboration and integration with Corestream, a licensed broker. Corestream offers all supplemental benefits types, including traditional voluntary benefits like auto and home insurance, legal insurance, pet insurance, life insurance, AD&D, disability, critical illness insurance, vision plans, and more. Nontraditional benefits are also supported, such as gym memberships,



vacation plans, auto clubs, charitable contributions, and identity theft protection, which can be facilitated via payroll deduction. The specific supplemental benefits depend on the programs and carriers/vendors OMNIA Partners chooses, and all benefits are developed and offered by the specific carrier/vendor and managed by Corestream.

Employees can view and enroll in Corestream-offered supplemental benefits via real-time integration between ADP's enrollment experience and Corestream. Supported functionality includes:

- Displaying Corestream-offered supplemental benefits plans in real time via the ADP enrollment experience within an enrollment opportunity (annual enrollment, life-event, etc.). The information presented is limited to the supplemental benefits the user is eligible to enroll in as part of the enrollment opportunity.
- Displaying Corestream-offered supplemental benefits and other insurance products (such as auto or home insurance) under the Additional Benefits area during the enrollment window.
- Displaying supplemental benefits elections (with cost information) in the employee's current benefits summary (along with medical, dental, etc.) and the Additional Benefits area.

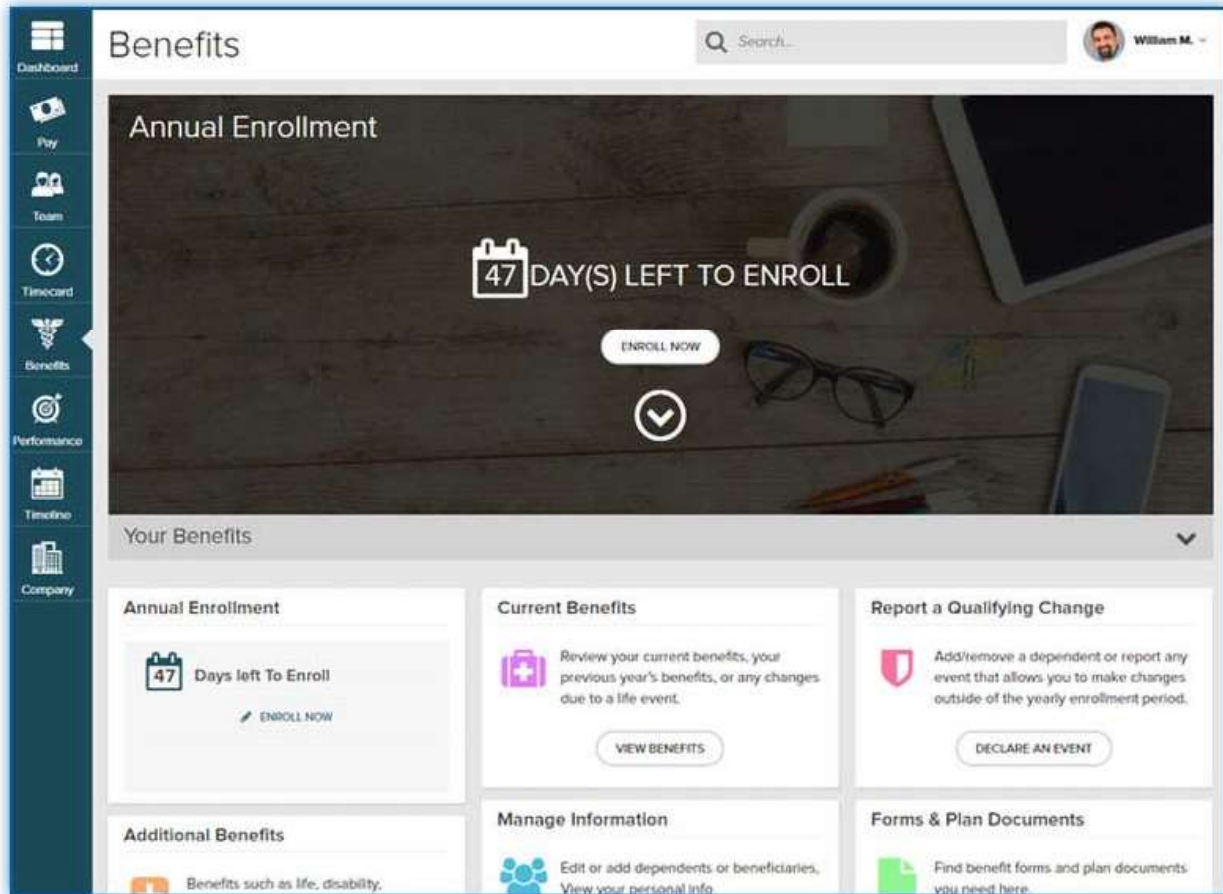


# User Experience

## Health and welfare

Our entire user experience, including web-based self-service and mobile access, is designed from the employee's point of view. OMNIA Partners' business rules define events that drive election opportunities (annual enrollment, life-event change, new-hire enrollment, etc.). Eligible employees are presented with the appropriate enrollment menus and make election decisions.

**Web-based employee self-service.** The self-service user interface offers an intuitive, familiar way for eligible employees to access benefits information, update personal data, and maintain dependent data.



By clicking View Benefits, employees can immediately see their current health benefits information. A click on the Enroll Now button begins the benefits enrollment process. During any enrollment event, each employee is presented only his or her available options based on OMNIA Partners' defined business rules.



Intuitive, impactful employee benefits decision support delivered at the point-of-purchase — during the enrollment process — elevates employee engagement, educates them on the total value of their benefits options, and assists them in becoming more confident benefits consumers. ADP's proprietary, patented decision-support capabilities are tightly integrated into the enrollment workflow. Capabilities include:

- *PlanFit modeling tool.* ADP's proprietary medical selection tool takes into account each employee's health care usage and preferences on key plan dimensions (cost, access, financial risk) to calculate a PlanFit score for each plan option. Employees can estimate their needs, set their health plan preferences, and see just how well each plan meets their needs. The PlanFit score is presented on the medical election screen with other key plan performance indicators to provide employees a more complete, easy-to-understand picture of their options.
- *Cost calculator.* Employees can model the total cost (premiums and out-of-pocket expenses) for each plan based on expected health care usage. This feature uses regionally based typical cost data and OMNIA Partners' specific plan designs to deliver real-time yearly total cost estimates for each plan option. In addition, each usage category is clearly defined and describes the services included for each calculation.
- *Plan comparison.* Employees can create a customized, side-by-side comparison of their benefits options — presented in consistent, easy-to-understand language.



Medical

ABOUT THIS BENEFIT

This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message. This is a test message to test the Option+Dependent message.

WHO IS COVERED

- Natasha Smith (You)
- Chris Smith (Spouse)

7 PLANS AVAILABLE

Match	Plan Name	Plan cost per paycheck	Estimated yearly cost
1st match	Oxford Option	\$1.63	\$1,196
2nd match	Aetna HMO2 Option	\$11.54	\$1,846
3rd match	Aetna HMO1 Option	\$12.50	\$1,976
4th match	ODS Option	-\$3.85	
5th match	Aetna PPO1 Option	\$17.60	
6th match	Aetna PPO2 Option	\$17.65	

PlanFit Performance: Lower Cost, Lower Risk, Network Access

✗ WAIVE THIS BENEFIT FOR \$10.00 CREDIT

**Leveraging data analytics.** When annual enrollment is complete, ADP’s AE Snapshot Analytics can provide a data-driven narrative of OMNIA Partners’ annual enrollment event. Using powerful data visualizations and comparative benchmarks, you can key insights into your employees’ enrollment behavior, including:

- Discovering enrollment trends and patterns across your population.
- Understanding why your employees made their enrollment decisions while gaining insight into the benefits options that best meet your employees’ needs and preferences.
- Capturing key segment differences among your employees regarding their enrollment engagement and benefit purchasing decisions.
- Identifying opportunities to target-message “market segments” within your employee population to optimize enrollment performance.
- Evaluating your enrollment performance and benefit designs compared to other organizations.





Measuring Relative Performance with Enrollment KPIs



Benefit-Enrollment-and-Cost-Insights-with-Mosaic



Understanding Drivers of Plan Choice by Employee Segment

ADP’s AE Snapshot Analytics allows OMNIA Partners to leverage the power of data visualization to gain insight into your enrollment results, adjust your benefits design, and develop a data-driven benefits communication strategy.

Concurrent event processing rules and life-event changes are processed according to the chosen health plan’s processing rules.

**Life-event changes.** Eligible employees report life events by selecting the event and choosing from the applicable changes. Once the elections are saved, new carrier files and payroll deductions are processed. All life events are effective-dated, and ADP identifies any retroactive deductions that result from the event. You work with your payroll department to take any required additional deductions.

If proof documentation is required, the employee is notified via self-service, and the event is pended until documentation is received. OMNIA Partners’ approval of submitted documentation allows the employee’s elections to become effective. If the required proof is not provided, OMNIA Partners’ designated benefits administrator can deny the transaction, or the transaction can be allowed to expire according to your



business rules. As an optional service, OMNIA Partners may leverage ADP Dependent Verification Services to receive and process the required forms.

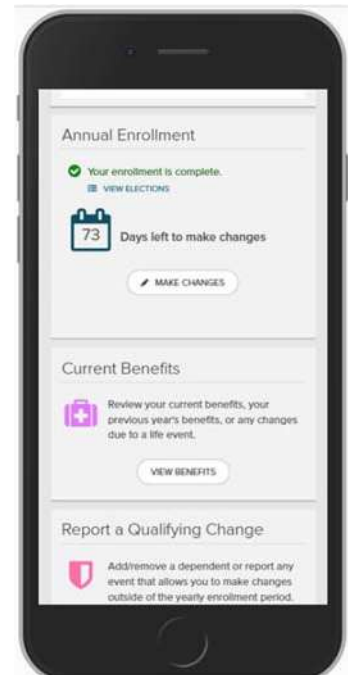
**Work-event changes.** ADP automatically identifies employment status changes that impact an employee’s benefits eligibility. The employee receives an email notification to access self-service to make election changes and is only presented with the changes permitted based on OMNIA Partners’ business rules.

Standard work events are supported by employee-indicative data changes sent on the weekly inbound feed to ADP.

**Beneficiary collection.** Participants can designate beneficiaries via self-service. OMNIA Partners’ plan design determines if beneficiary information is required, optional, or not needed. Beneficiary designation includes a percentage allocation and a designation of primary or secondary status for each beneficiary by benefits area. Total allocations by benefits area must equal 100 percent. Employees can update beneficiaries at any time (without declaring a benefits event). Beneficiary data is also available to OMNIA Partners via administrative access and/or reporting.

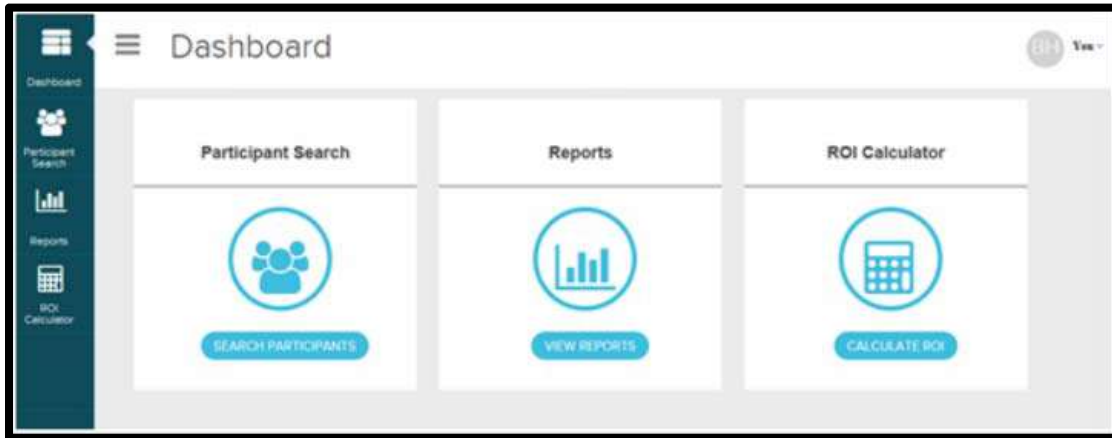
**Mobile access.** ADP’s innovative, URL-driven mobile benefits solution for the iPhone, iPad, Android platforms provides employees 24x7 access to view benefits plan information; enables them to enroll in benefits plans; view their existing and future benefits elections by benefits category, plan type, and coverage level; and access detailed information on effective date, per-pay-period deduction, and covered individuals.

Users across 400,000 clients leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly-rated and consistently ranked in the top five business apps on the App Store and Google Play.



## OMNIA Partners benefits administrator experience

OMNIA Partners’ benefits administrator(s) can access our web-based portal dashboard to search for participants; access the ROI calculator; and view, print, and save standard verification reports.



**Weekly reporting.** ADP provides a weekly summary of completed dependent verifications. This standard report includes sections for each verification type and provides:

- In-progress verifications.
- Failed verifications in the last 30 days.
- Year-to-date information regarding successfully completed verifications and failed verifications older than 30 days.

This flexible report can accommodate data elements specific to your requirements (e.g., a specific employee location code) and be downloaded in CSV or Excel.

**Final results reporting.** ADP's final reporting and analytics indicate (by employee and individual dependent) the verification results, including:

- Approved. The employee established proof for the dependent relationship within the given verification period.
- Denied. The employee did not respond or the information sent did not meet the established criteria for approval.
- Partial approval. Some dependents were approved while other dependents were not successfully substantiated.



# Implementation

Our implementation process begins with sharing responsibility for the project. ADP contributes project management expertise, and OMNIA Partners functional and technical experts provide knowledge of your current systems and processes. Effectively blending these resources results in a high-quality implementation, which is the foundation of a successful, long-term business partnership.

ADP's implementation teams perform activities in accordance with the Project Management Institute's competencies and disciplines. We manage each project according to a consolidated plan to ensure our project management principles and methods are followed, issues are resolved promptly, and our clients are engaged and informed.

## Methodology

ADP's implementation methodology consists of these phases:

- Project startup: This phase includes all steps leading to the project kick-off meeting.
- Analysis: ADP and OMNIA Partners review and document requirements and obtain ADP and OMNIA Partners approval.
- Configuration: The configuration phase is focused on setting up all systems and processes to meet OMNIA Partners' requirements as defined during analysis. All required interfaces and reports are developed according to the scope of services.
- Conversion: Conversion includes loading and testing of OMNIA Partners' current demographic, dependent, and election data. We provide detailed data load reports for your review to outline any discrepancies before production data is loaded.
- Validation: Validation consists of integration testing and client user acceptance testing.
- Production: The implementation project culminates with live processing and the transition from implementation to ongoing service.

## Timeline

Our standard implementation takes approximately 16–20 weeks (including prework). This time frame allows us to:

- Work closely with OMNIA Partners to define your business rules and benefits plan design, which ensures accuracy before configuration begins.
- Use OMNIA Partners' actual data to test the solution during implementation.
- Allow OMNIA Partners to see the solution in four to five iterations instead of waiting until all configuration is complete. Testing occurs throughout implementation.
- Support carrier testing with your current data compared to the carrier's production database.

We will provide a detailed project plan with specific implementation dates once we better understand the scope of your implementation project.



## Implementation team

The **implementation project manager** is responsible for the overall implementation – from requirements definition to system testing and delivery of the completed solution. He or she:

- Defines the scope of the services, specific data requirements, and configuration needs.
- Adheres to standard processes.
- Provides detailed project management.
- Sets up project parameters, communication specifications, and data elements.
- Coordinates testing and data validation.
- Creates documents.
- Tracks issues.
- Leads the transition from implementation to ongoing service.

The **business consultant** leads the discovery/analysis effort and prepares documentation. He or she also coordinates system testing, creates test plans and identifies test data, and oversees ADP and OMNIA Partners testing.

The **technical consultant** maps data import and export interfaces, tests and validates interface mapping, assists with the reconciliation of input and output files, and configures schedule processes.

The **carrier/vendor consultant** coordinates activities with OMNIA Partners' carriers and COBRA/FSA vendors, tests carrier interfaces, and identifies carriers' FTP requirements.

## Partner responsibilities

ADP partners with OMNIA Partners to ensure the most seamless implementation. The time commitment of your staff is heaviest during the analysis phase – and then again during validation. We ask that OMNIA Partners provide these resources:

The **executive sponsor** maintains oversight of the project and facilitates its integration into OMNIA Partners' environment according to your corporate goals. The executive sponsor should be engaged throughout the project – particularly at project kick-off, requirements and design, user acceptance testing, and go-live. He or she is informed at milestone approval stages or if issues are escalated. The time commitment is typically no more than a few hours a week.

The OMNIA Partners **project manager** works with ADP's project manager to successfully complete the project. This individual provides the necessary information for business requirements, testing, and other critical aspects of the project. He or she should be available to ADP approximately 40 to 60 percent of the time during the kick-off, requirements, design, testing, and production phases, as well as 30 percent during the development phase.

The **subject-matter experts** typically represent HR, payroll, and benefits as the lead users of the new solution. They provide an understanding of the current data process flows, operations, requirements



definition, business rules, and clarification of the projected users' needs. Subject-matter experts should allocate 50 percent of their time during the detailed requirements gathering, documentation and review, and testing periods. During all other phases, the project requires 10 to 20 percent of their time.

**Technical resources** develop input and output files to and from ADP. They work closely with the ADP technical consultant to develop, test, and move to production the exchange files between ADP and OMNIA Partners. Technical resources should be available 100 percent of the time as these files are being developed and as needed to meet specified testing deadlines.

Time commitments vary by project phase, client complexity, and client team expertise. Typical time commitments are provided for each role.



# Service

## Client service

### Health and welfare

ADP defines service broadly — from initial contact with a prospective client, to the quality of our solutions, to anticipating a client’s needs and preferences, to overall client satisfaction. Our associates treat every interaction with a client as an opportunity to enhance the client’s perception of ADP.

The **benefits HCM consultant** is the account management link between ADP operations and OMNIA Partners’ benefits administrators. He or she provides client-facing support, analyzes and interprets OMNIA Partners requests, resolves open issues, and submits service requests to other areas of support as needed.

In addition, OMNIA Partners can submit inquiries to your ADP **benefits client service manager** via a central email box, which automatically initiates a case within our client relationship management tool to ensure your inquiries are reviewed immediately, assigned appropriately, and tracked to resolution.

OMNIA Partners can also contact the client service team via telephone or email Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. in the local time zone (except for ADP-designated holidays). After business hours, OMNIA Partners’ benefits administrators may call the toll-free telephone number and leave a message for your benefits client service manager or submit inquiries via the central email box.

## Employee support (service center)

### Health and welfare

Employees access the participant service center via a unique toll-free telephone number that our associates answer with a personalized greeting approved by OMNIA Partners. ADP’s participant service center is staffed Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern time. Clients choose a 10-hour service day with an option to extend service for the full 12-hour window -- except on ADP-designated holidays. Saturday support is also available from 8:00 a.m. to 5:00 p.m. Eastern time.

OMNIA Partners’ employees are supported through a tiered service model. Designated associates are trained to support your specific solution:

**Employee service representatives (ESRs)** have direct, daily contact with your employees. They provide professional customer service, including answering questions, processing benefits transactions, recording event details and call information in the case management system, researching issues, escalating issues, and following up with participants.



The **service center operational leaders** support the ESR team. They develop the participant service center team and ensure ADP meets our clients' service expectations. These associates manage the staffing levels; generate activity reports; and provide skills assessment and assignment, policy management, and general personnel oversight. Responsibilities include: providing routing assignments, directing calls to available resources during peak call periods, maintaining real-time staffing levels, monitoring performance, ensuring caller satisfaction, and providing general support and coaching.

The **workforce management and quality assurance teams** schedule and track ESR productivity and ensure quality of service. These teams also manage schedule adherence to ensure we have our associates in a productive state.

The **service center support teams** are our liaisons with client service, operational, and project management partners. These teams focus on innovation of new service center technology, processes, client relations, vendor management, and training.

Our service protocol dictates that ESRs access our knowledge base to answer callers' inquiries every time. Summary plan descriptions, life-event checklists, rate summaries, procedures, and employee-specific information are available online). Our quality assurance team monitors usage of the knowledge base, and any contact where the ESR fails to use the knowledge base is considered an automatic failure in terms of quality.

In addition, our call/case tracking management system tracks all inquiries and processing events. The ESR indicates the nature of the call through reason codes, and a free-form section is available to document specific information regarding the call. If an ESR is unable to resolve the inquiry during the initial contact, he or she elevates the service request to our service resolution team for additional processing. This team resolves the inquiry or elevates the request to ADP operations and/or OMNIA Partners for final resolution. Once the issue is fully resolved, the participant service center follows the standard response process.

The case management system supports reporting on aging and volume of open inquiries that were not resolved during the first contact. These reports are monitored by several levels of participant service center leadership.

## Escalation and case management

Our goal is to resolve your benefits administrators' inquiries during the first contact. In some cases, research is required, and the inquiry is escalated to senior ADP administrators, subject-matter experts, supervisors, or a OMNIA Partners vendor as needed. Once an answer has been identified, we relay the information to your administrators.

Our call/case management system tracks all inquiries and processing events — telephone calls, faxes, letters, and emails. The ESR indicates the nature of the call through reason codes (type of inquiry, transaction type, transaction reason). A free-form section is used to document specific information regarding the call (what was asked, what was advised/performed, and any necessary follow-up).





If an ESR is unable to resolve the inquiry during the initial contact, he or she elevates the service request to our service resolution team for additional processing. This team resolves the inquiry or elevates the request to ADP operations and/or OMNIA Partners for final resolution. Once the issue is fully resolved, the participant service center follows the standard response process.

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## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

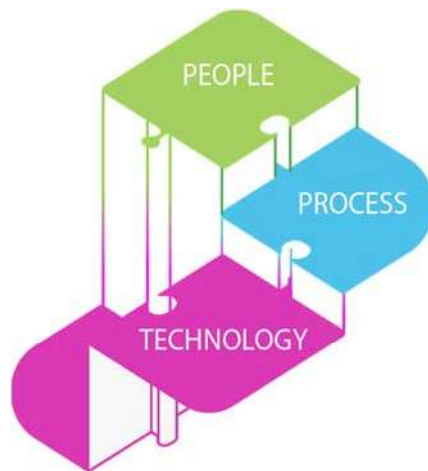


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

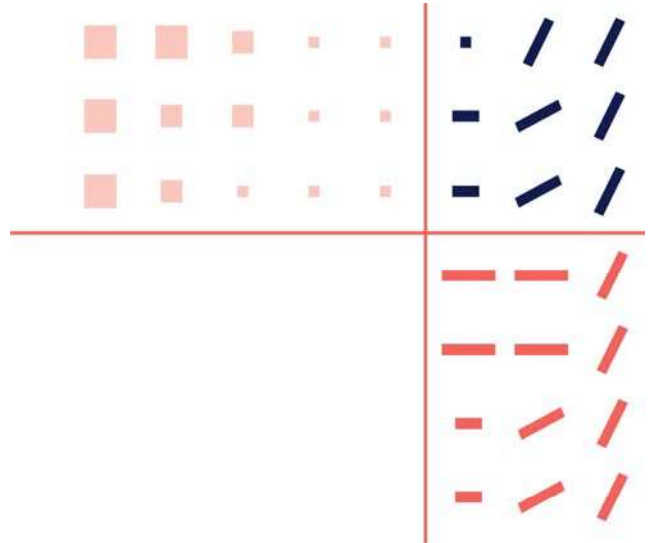
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today’s workplace. Our clients gain access to research and resources like ADP’s National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

Joe Moyer  
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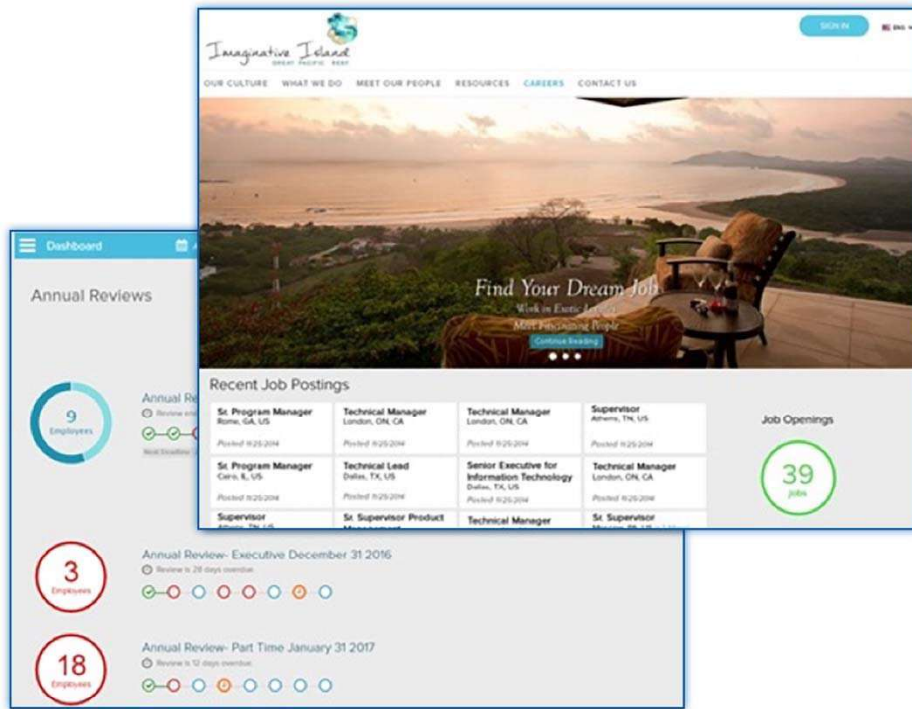


# Solution Overview

## Recruitment

Every candidate you hire brings knowledge, skills, and experience to help propel your business forward, so you need to select and nurture the best talent to give your organization a distinct competitive advantage.

ADP delivers a complete approach to managing your talent. Authorized users can manage job postings, applicant tracking, searching, and interview scheduling within a single recruiting tool that makes managing the applicant-to-employee cycle seamless.



Features include the ability to:

- Customize an internal career center and create multiple external career centers; include branding elements (e.g., company logo, videos, documents, and links) and apply themes to job postings to help you get noticed.
- Set up steps for creating and approving requisitions; customize the approval process to fit your organization’s unique workflow.
- View inline tips when writing job descriptions.
- Attach candidate-facing documents to requisitions.
- View candidate “mood” indicate to improve drop-off rates.
- Mark and track priority jobs.





- Preview postings in desktop, tablet, and mobile views.
- Link to social and business networks to make posting placement easier and find top talent on the sites they frequent.
- Allow candidates to apply via mobile, tablet, or desktop access and log in using their LinkedIn, Google, or Facebook accounts.
- Collect all pertinent personal information from the moment of application and carry those details to the employee's profile without dual entries.
- Integrate with screening and selection services to collect additional detail that supports education, employment, skills, and motor vehicle reports.
- Configure knock-out questions to help filter the best fit candidates.
- Collect employee referrals and pay referral bonuses based on OMNIA Partners' referral policy; the payout for referrals happens seamlessly via the ADP payroll component.
- Mine the applicant pool by sifting through hundreds of resumes using a simple keyword search that allows administrators to find candidates that meet a specific skill, competency, or experience level.
- Schedule interviews (Google Calendar integration is available), provide/request interview feedback, and enter notes throughout the candidate interview and selection process.
- Track your time to hire, cost to hire, and other key metrics to help you find top talent.



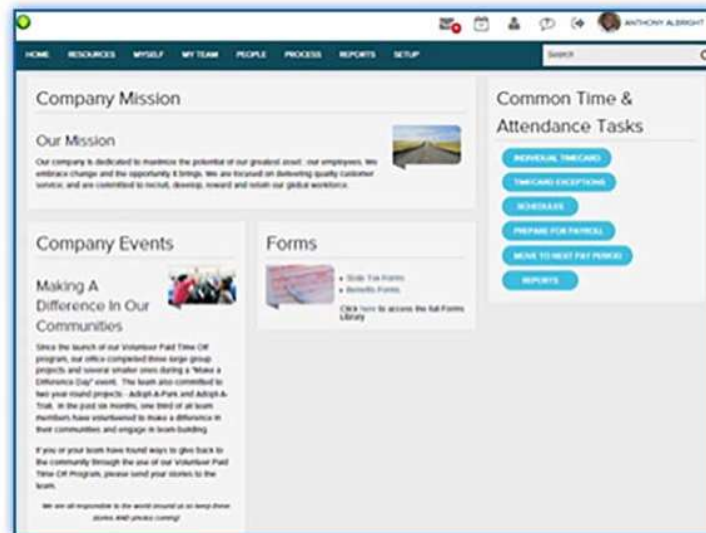
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP's solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners' logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution's security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly-rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



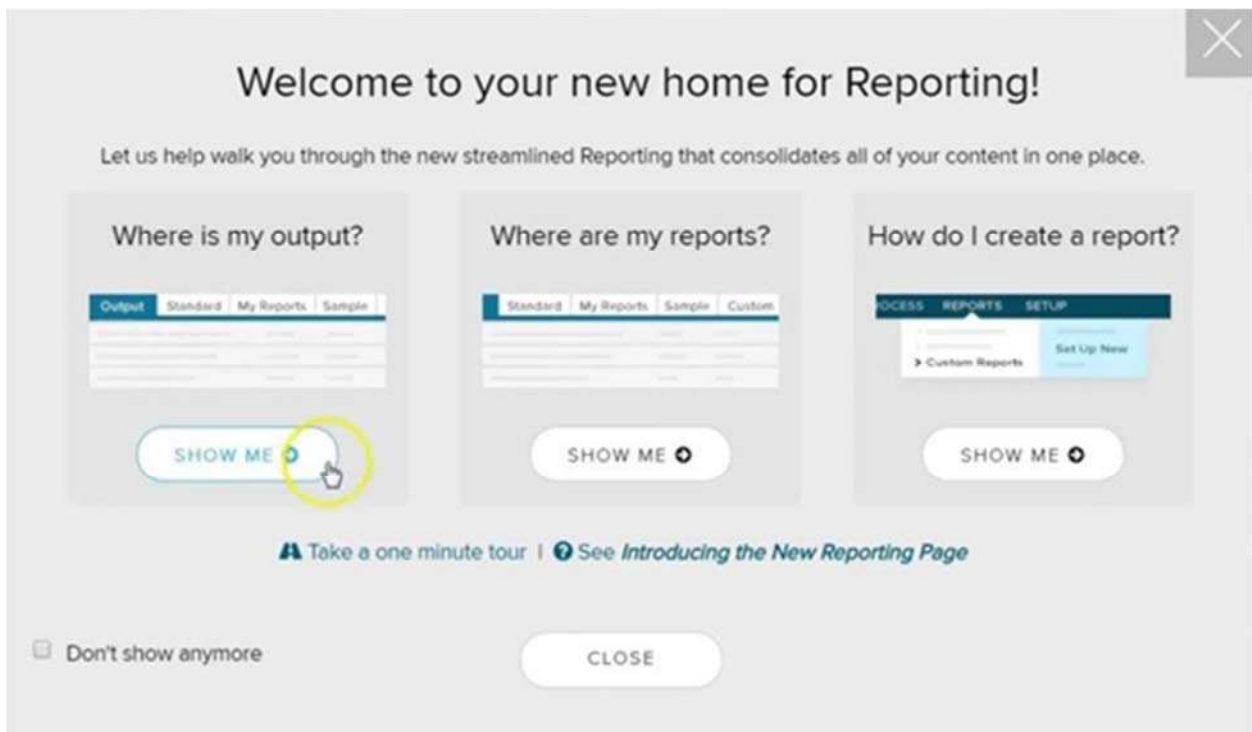
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

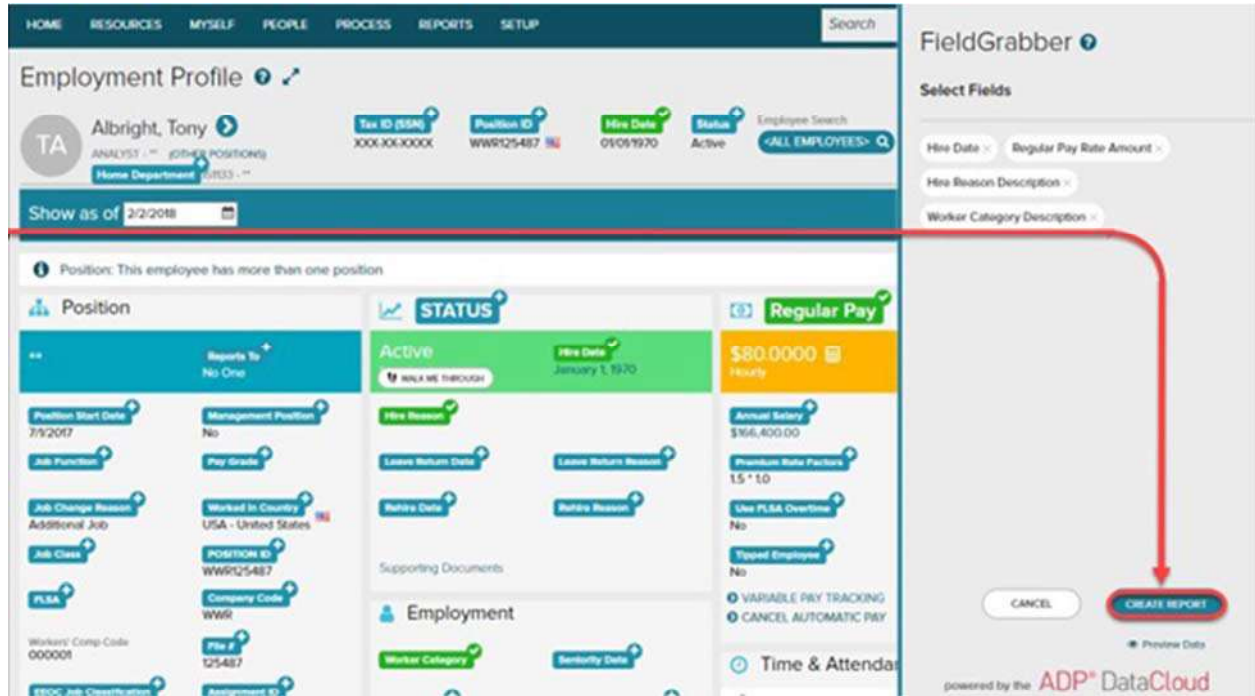


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.



**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

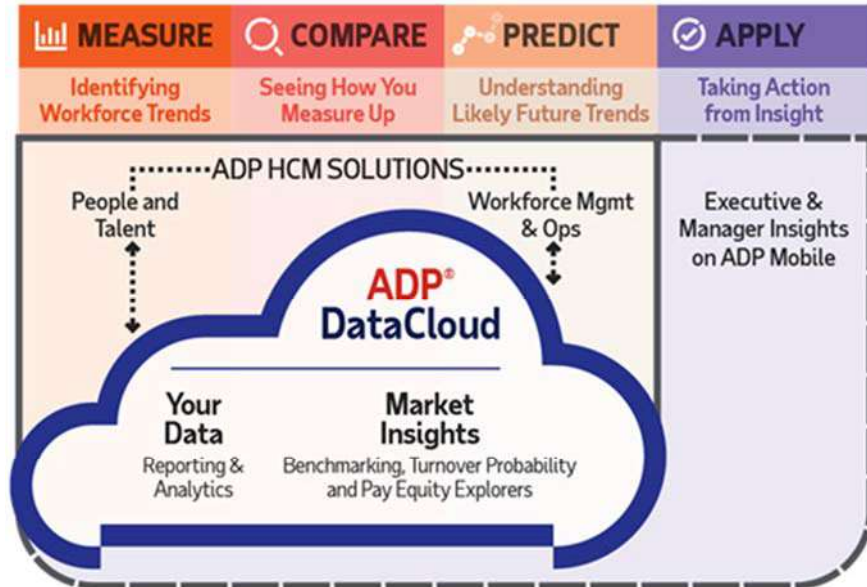
Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.



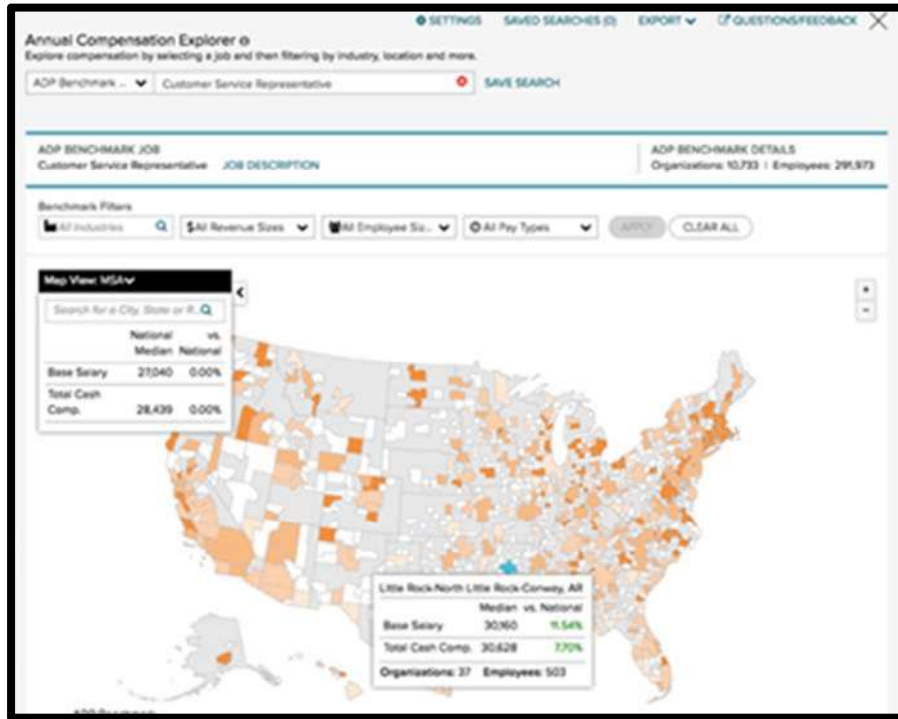


Capabilities include:

- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.

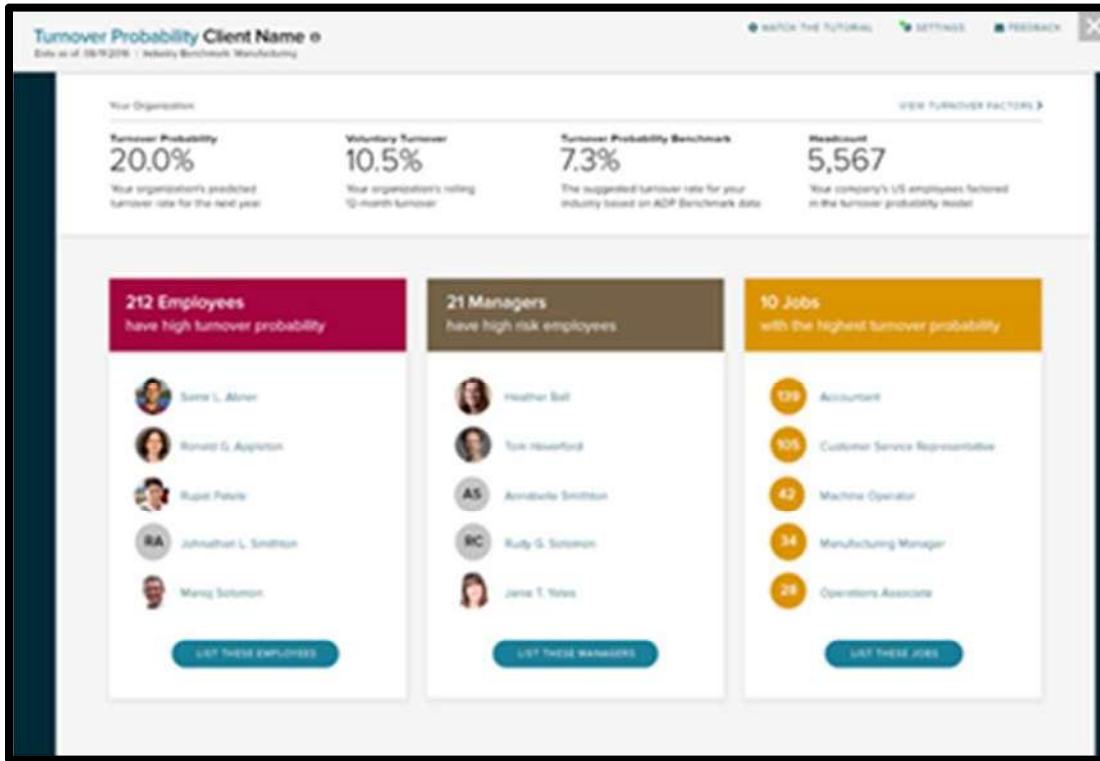


- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.

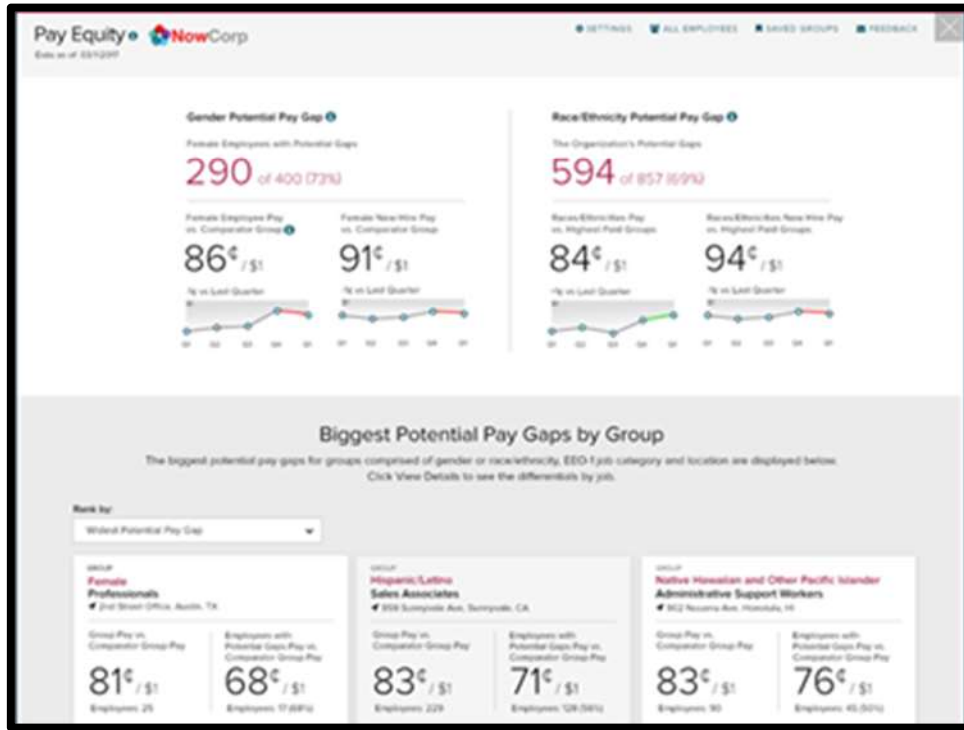


- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.





- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.



## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Screening and selection services

ADP can perform a mix of background checks on your applicants, and OMNIA Partners can establish varying degrees of detail based on each position. Our smart hiring technology includes easy-to-understand reports, and our criminal court records include a convenient summary section. We also provide protection by helping you comply with current employment regulations as well as the confidence to make justifiable decisions based on facts and best practices.

Latest estimates have nearly 7 out of 10 employers noting the cost (of recruitment, training, severance, and productivity) of replacing a bad hire at 200-300% of an employee's salary.

– American Management Association

### Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

### Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.
- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.



## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.





## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

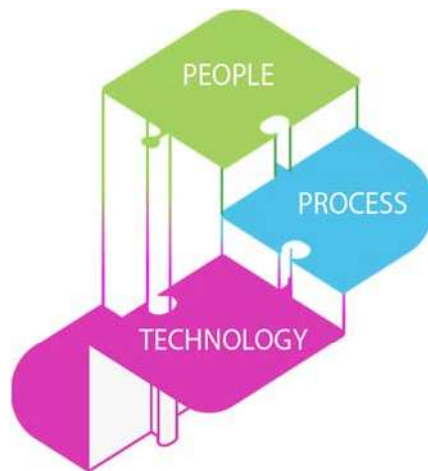


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

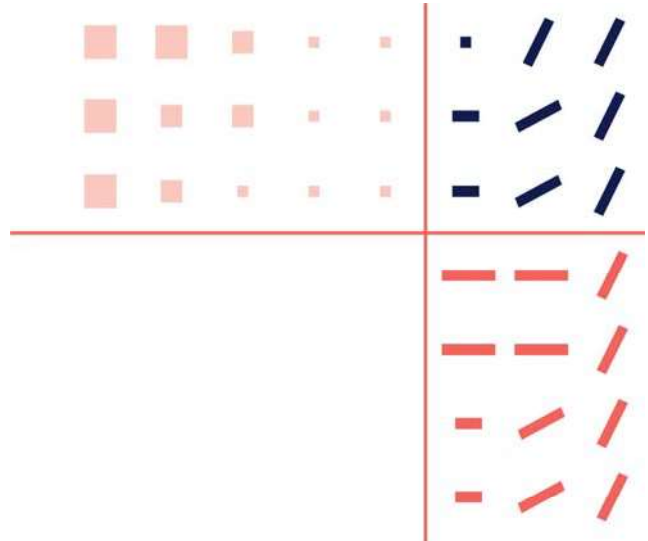
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

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# Solution Overview

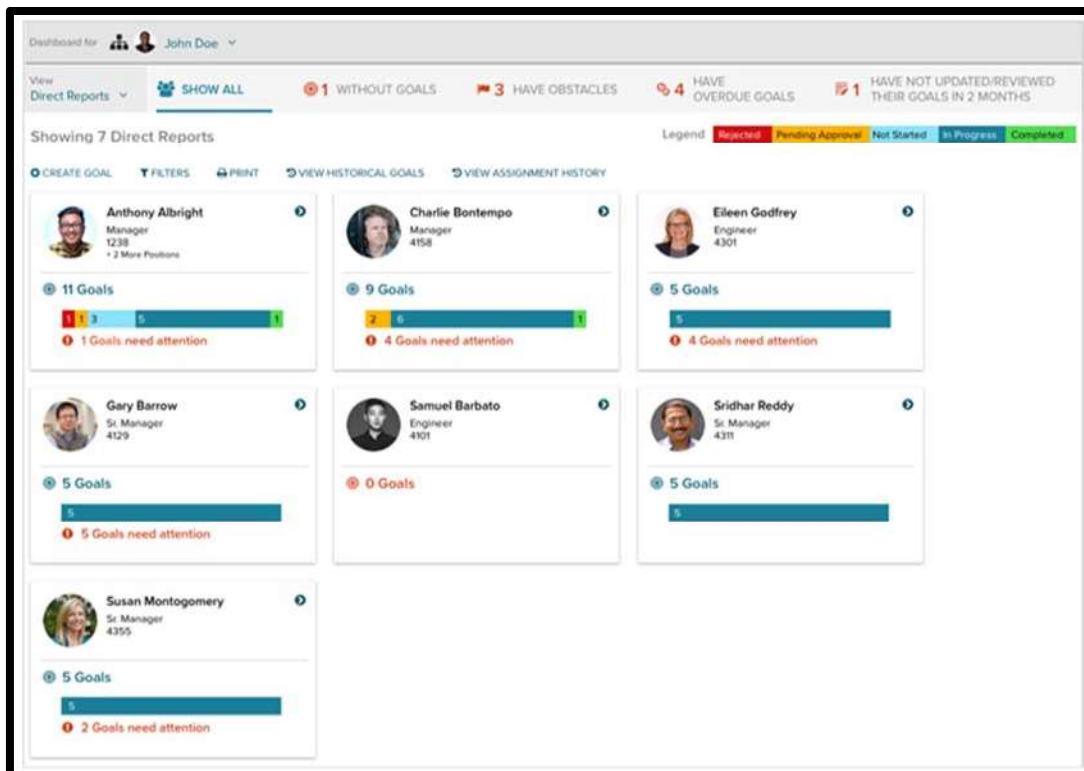
## Talent management

### Performance and goal management

OMNIA Partners administrators can use the configurable performance and goal management tool to manage your workforce with a competency-based approach through the entire employee lifecycle. The solution provides convenient, cohesive access to information needed to gauge performance across the organization (e.g., performance review results; progress toward individual, team, and organizational goals; and compensation planning). Administrators can create multiple performance review types and frequencies, and managers may perform progress reviews as often as needed. Managers and employees can contribute to performance reviews and update goal progress via self-service tools.

OMNIA Partners can engage managers and employees with a proactive, consistent approach that simplifies and streamlines performance reviews and goal management. Users can access completely configurable tools and at-a-glance dashboards to:

- Rate and weight key performance information.
- Accelerate the review and approval process.
- Use performance reviews to establish and execute on personal, team, and company goals.





Performance capabilities also help HR operate in a more proactive, timely, and responsive manner throughout the performance management process. By putting performance information at the fingertips of HR professionals, they can better serve managers and help them identify professional growth opportunities, employee retention strategies, and satisfaction programs. Employees can access current and historical review information as well as receive notification of upcoming reviews.

Custom performance review templates can be assigned to the group or individual level. At a group level, templates can be mass-assigned based on common review or anniversary date. Templates can include questions, rating scales, and acknowledgment collection. Automated reminders are included in workflow based on review due dates, eliminating the manual administration often associated with tracking and reminding users.

OMNIA Partners can use performance management tools to ensure alignment of organizational, team, and individual goals. Employees may have access to update progress and/or completion of goals, and managers can then assess an employee's goals via the performance review form.

Our solution brings together the data you need to spot performance trends, identify candidates for career growth, and address issues before they become problems as you leverage the power of a complete, historical performance record for every employee and track progress toward successful goal completion.

## Compensation management

ADP's compensation solution helps streamline the planning process and can help reduce the risks caused by manual compensation management practices. OMNIA Partners can retain top talent by enabling a pay-for-performance culture, supported by these automated, integrated capabilities.

- Pay-for-performance:
  - Define award guidelines that reflect your organization's compensation philosophy.
  - Drive a pay-for-performance culture by linking employee performance with their awards.
  - Reward top performers with accuracy and ease by using the compensation management tool.
  - Process awards through ADP payroll to gain a seamless end-to-end experience with the appropriate checks and balances.
- Budget and guidelines:
  - Simplify the merit and bonus event cycle by providing managers a powerful, intuitive tool.
  - Set a compensation budget using either a "bottom up" or "top down" approach to easily manage pay increase thresholds.
  - Control your bottom line by budgeting for increases and rewarded top performers with either percentage increases or lumps sums.
- Approval workflow and communication:
  - Employ an intuitive dashboard so managers and administrators can view real-time progress and budget updates as they occur across your organization.
  - Leverage the power of a unified solution or give managers a view of their entire organization's compensation progress for both direct and indirect reports.



- Communicate increases through mass print-and-deliver functionality with self-service so employees can quickly and easily view their compensation notices.
- Leverage the power of sophisticated business logic to help ensure compensation changes outside the event are recognized, while avoiding unnecessary awards.
- Access crucial decision support information in one location, including award guidelines, employee profile, and salary and performance history.

**Compensation Worksheet**

2017-2018 Pay Increment

Recommendation Period closes in 21 days (Apr 30, 2018)

**Base Pay is over utilized by 20,000.00 from the allocated budget of 100,000.00**  
View event details by clicking the link "VIEW DETAILED PROGRESS"

Review Level: Colin Parker

Worksheet Status: In-Progress

You donot have permission to edit this worksheet. [CLICK HERE TO EMULATE](#)

VIEW DETAILED PROGRESS | VIEW/EDIT COMMENTS (2) | EXPORT WORKSHEET

Amount are in USD

Base Pay: 67.40% | Allocated Budget: 5,200.00 | 1 of 3

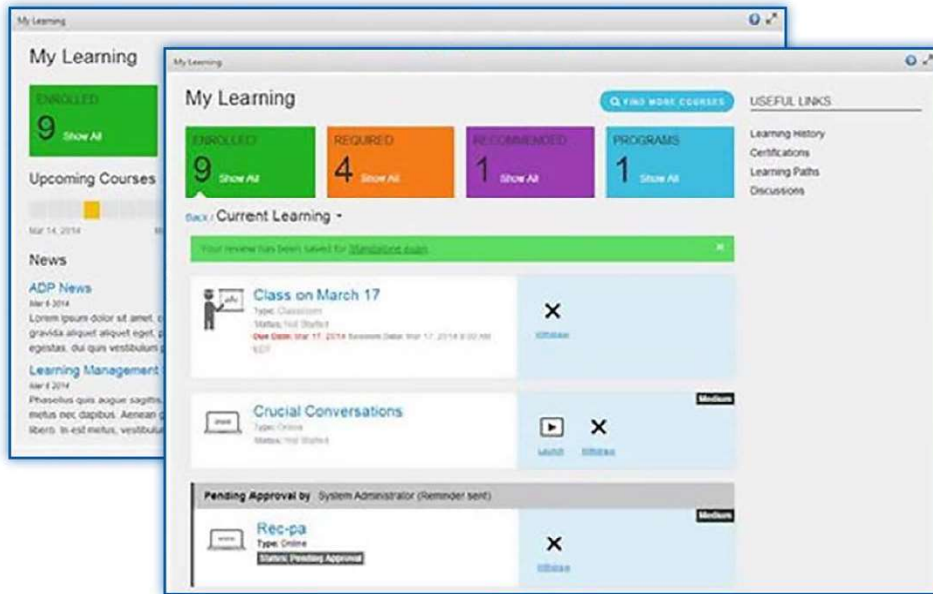
EMPLOYEE NAME POSITION ID REPORTS TO	PERFORMANCE RATING RATING SCORE	CURRENT SALARY COMPA-RATIO	AWARD %	AWARD AMOUNT	% PRORATION PRORATED AWARD	NEW SALARY COMPA-RATIO	LUMP-SUM
Jorge Simmons CS1234 Colin Parker	Exceeds Expectat... 4.2	35,277.06 1.52	2.00 VIEW HISTORY	705.4	100.00 705.4	35,277.06 1.52	705.4
Adeline Carroll CS1234 Colin Parker	Meets Expectations 4.2	40,000.00 1.23	1.00 VIEW HISTORY	400.00	100.00 400.00	40400.00 1.28	0
Lula Evans CS1234 Colin Parker	Exceeds Expectat... 4.2	25,000.00 1.00	4.00 VIEW HISTORY	1000.00	100.00 1000.00	26,000.00 1.04	0
Jennie Harper CS1234 Colin Parker	Meets Expectations 4.2	40,000.00 1.23	1.00 VIEW HISTORY	400.00	100.00 400.00	40400.00 1.28	0

## Learning

With ADP’s learning management solution, OMNIA Partners can effectively manage and deliver learning courses and content while easing the administrative burden of assigning, managing, measuring, and tracking employee development activities, including:

- SCORM and AICC-compliant online courseware.
- Live classroom courses.
- Online resources (e.g., articles, blogs, E-books, and external HTML links).
- Physical learning material ordering process.
- On-the-job mentoring activities.
- Discussion forums.
- Social learning.





Highlights of our learning solution include:

**Organized content.** All learning elements of a course, such as pre-class reading material, post-class support material, discussion forums, and peer feedback, can be organized and managed. Learners access content via the learning details page.

**Learning catalogs.** Comprehensive learning catalogs can be configured by organizational role, topic, certification type, and more to meet your specific business requirements.

**Competency-based learning.** Learning paths can be defined based on the competencies required to succeed in a specific job.

**Social learning.** Social learning allows OMNIA Partners' employees to share and recommend content, which can enhance your employees' knowledge and engagement with your organization. Learners can upload and share learning content and links to information they find valuable and can recommend training to their peers.

**Reporting.** A wide range of standard reports provide visibility into registrations, course completion, exam results, and certification status. In addition, ad hoc reporting provides quick, easy answers to on-demand queries.



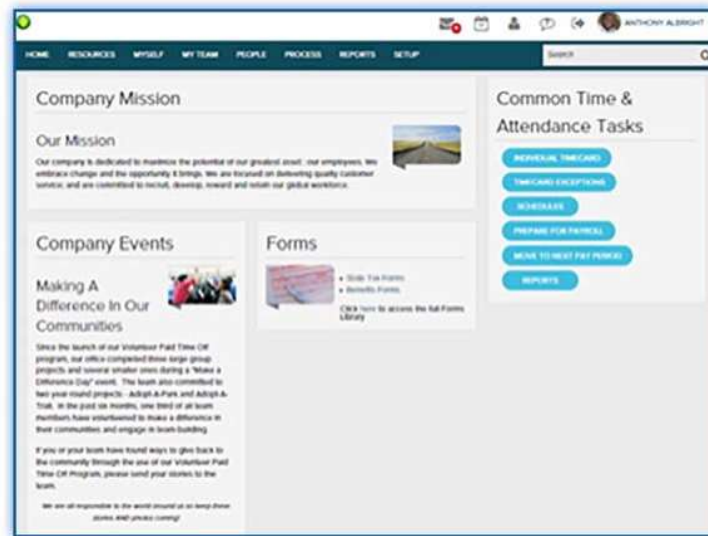
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP’s solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners’ logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution’s security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly-rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



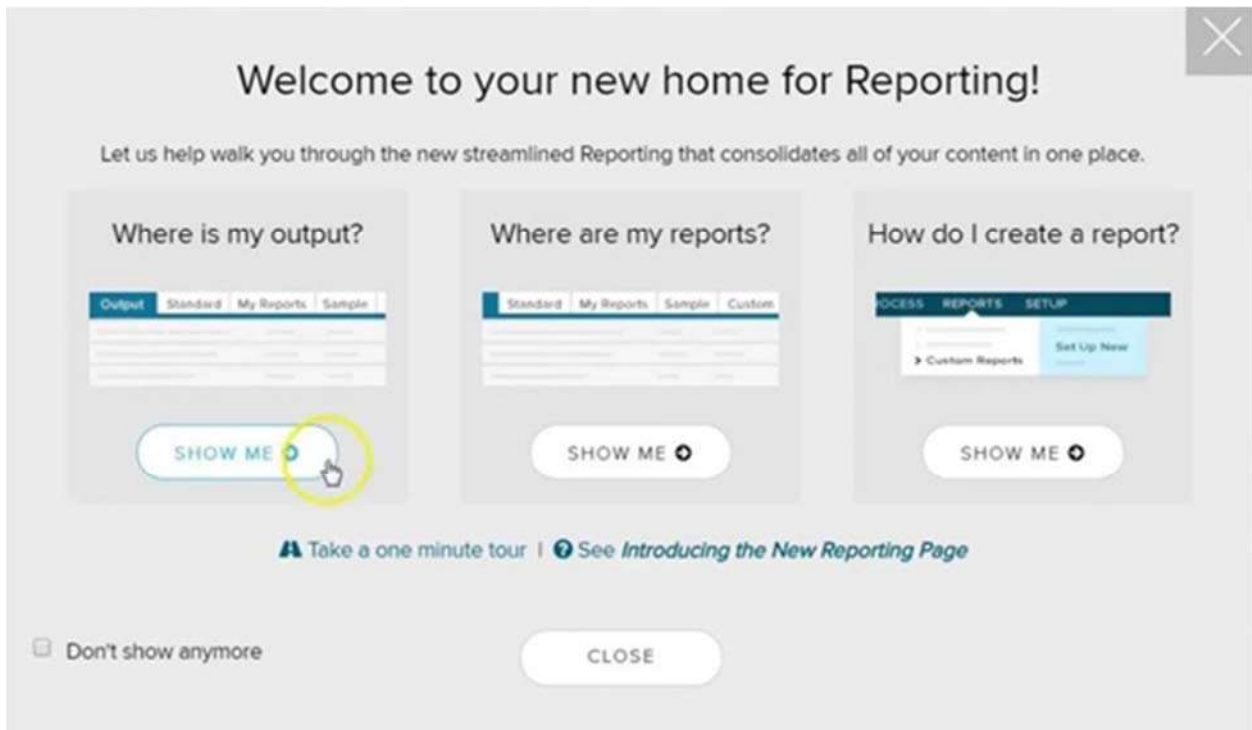
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

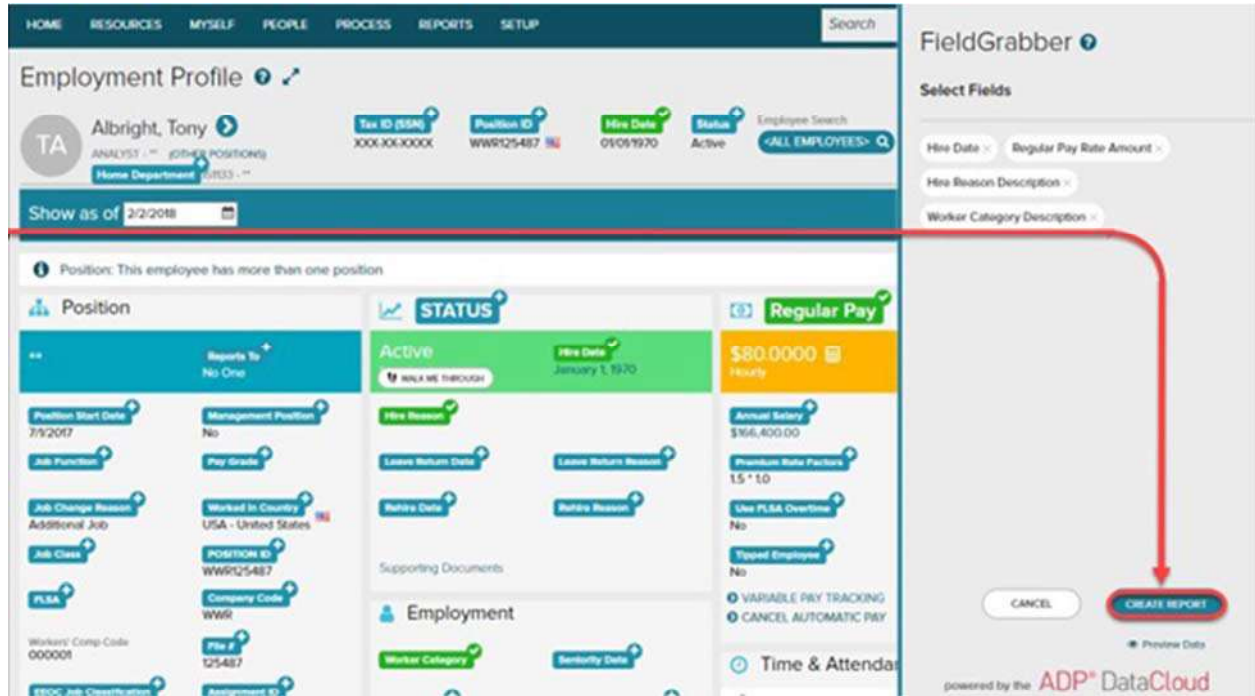


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.



**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

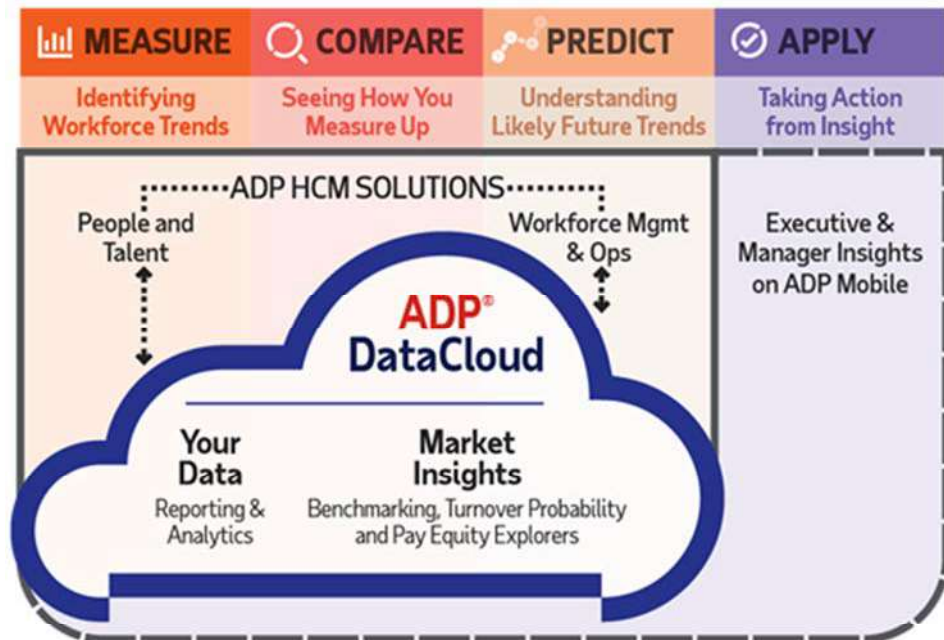
## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and

automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.



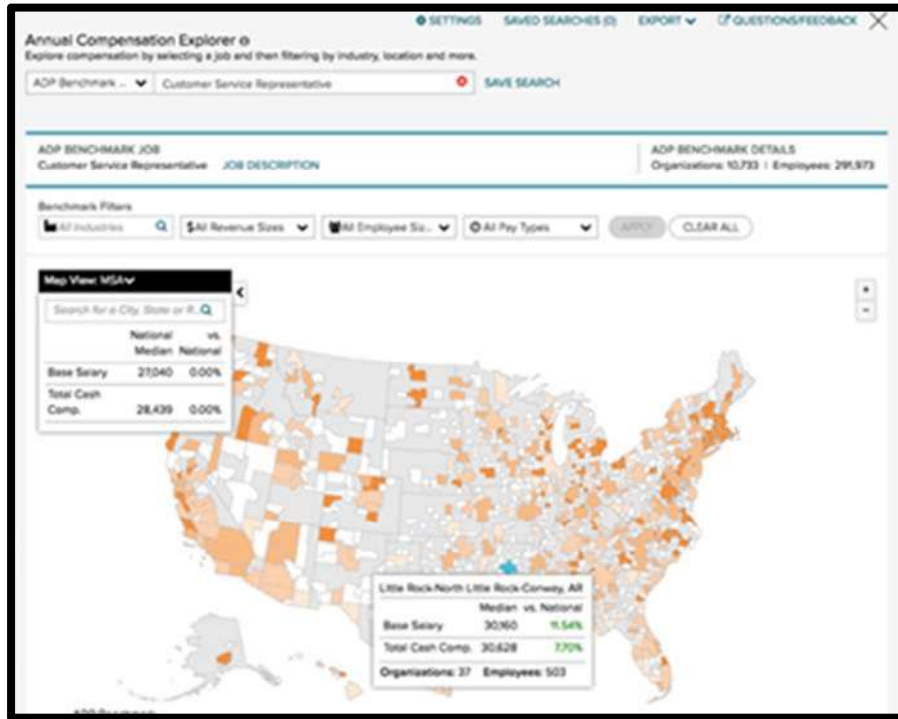


Capabilities include:

- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.

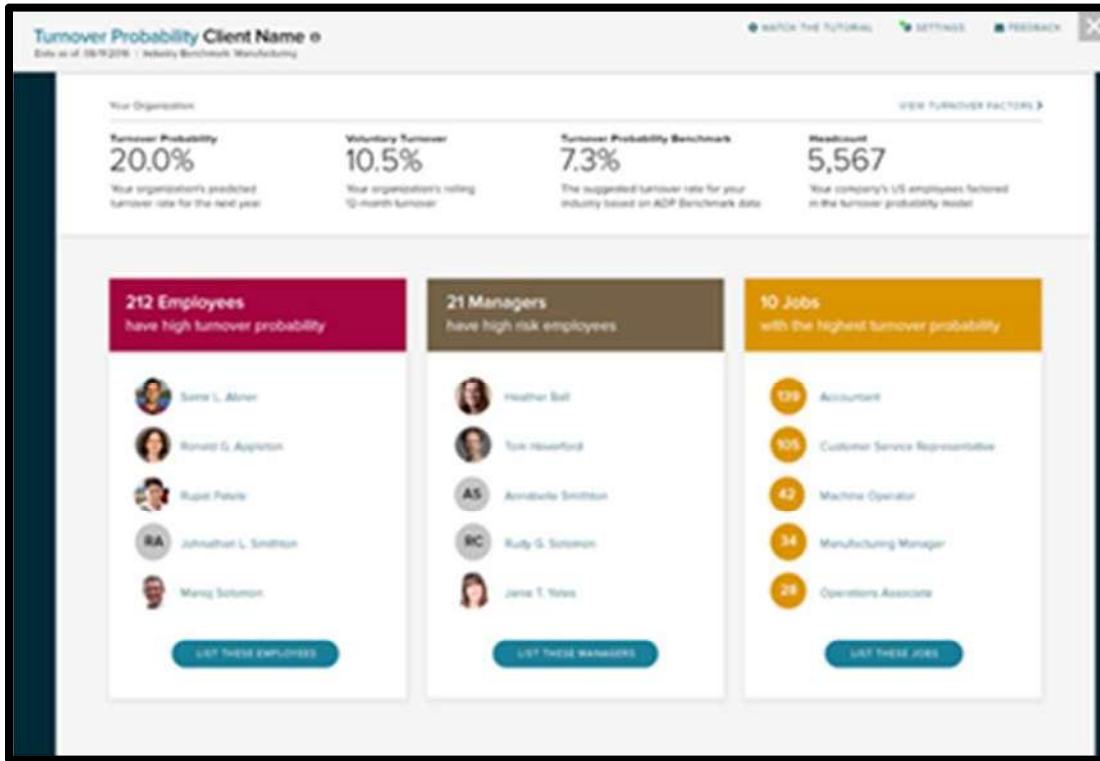


- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.

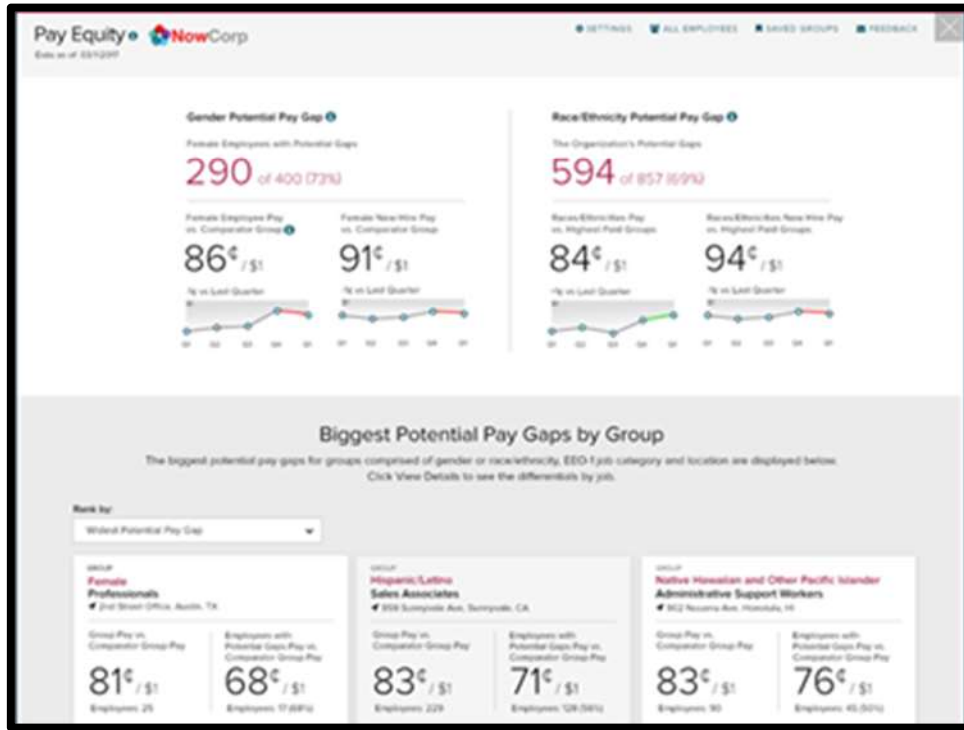


- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.





- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.



## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Full-service recruitment

Our innovative solution includes comprehensive recruitment — from the initial candidate sourcing to recommendations for final candidate interviews. An ADP recruitment specialist posts the position on select job boards, screens applicants, and searches the databases for additional qualified candidates that did not apply. In addition, our expert recruiters conduct phone interviews with selected candidates and forward you their notes and recommendations. Lastly, the recruitment specialist coordinates your face-to-face interviews.

### Screening and selection services

ADP can perform a mix of background checks on your applicants, and OMNIA Partners can establish varying degrees of detail based on each position. Our smart hiring technology includes easy-to-understand reports, and our criminal court records include a convenient summary section. We also provide protection by helping you comply with current employment regulations as well as the confidence to make justifiable decisions based on facts and best practices.

Latest estimates have nearly 7 out of 10 employers noting the cost (of recruitment, training, severance, and productivity) of replacing a bad hire at 200-300% of an employee's salary.

– American Management Association

### Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

### Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way



we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.
- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.

## **401(k) administration**

ADP's comprehensive defined contribution plan offers diversified investment options, professional trustee services, comprehensive record keeping, and up-to-the-minute employee communication. The ADP 401(k) plan is a comprehensive package, from initial plan design and enrollment through investment options, recordkeeping and testing.

Features of the plan and its administrative services include:

- *Payroll integration.* Participant contributions are deducted and deposited as part of ADP's payroll processing service.
- *Enrollment materials and support.* ADP provides customized enrollment materials to eligible employees and on-site enrollment specialists where needed. Enrollment kits are available in English and Spanish.
- *Investment options.* Choose from two distinct investment portfolios, each of which offers investment options from conservative to aggressive.
- *Participant communications.* Participants have access to a toll-free interactive voice response system and secure website for account updates and a variety of retirement planning tools and resources.
- *Quarterly participant statements.* Participants receive personalized quarterly statements with account balances and transaction details.
- *Plan activity reports.* Monthly reports summarize all 401(k) plan activity.





## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

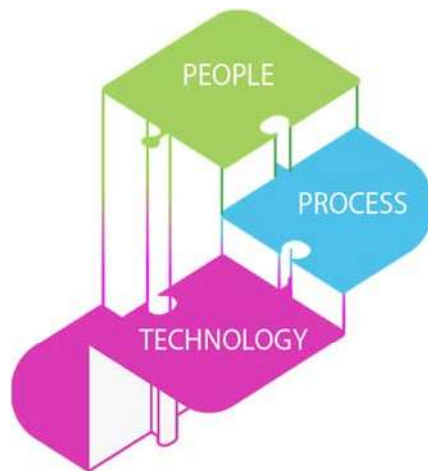


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

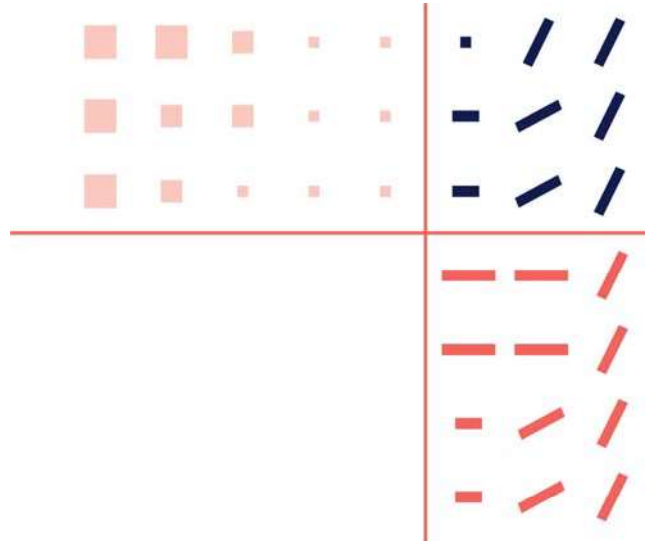
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

Joe Moyer  
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# Solution Overview

## Talent activation

StandOut powered by ADP can help OMNIA Partners turn talent into performance by creating more teams like your best teams. Arming your managers with powerful information and data about their teams is the key to success as team leaders.

StandOut is the only technology of its kind that gives team leaders a place to view their team members' strengths, build on these strengths to focus them on the work at hand through a communication mechanism, and measure engagement and performance at the team leader's discretion and desired time frame.

Although OMNIA Partners has an important role to play in employee engagement, the team leader has the greatest ability to influence each employee's engagement. Because engagement begins with the team leader and is best driven by the team leader, StandOut provides leader tools and resources to help drive engagement at the team and team member levels. These tools are calibrated to the team leader's top two strengths roles, which contribute to productive team conversations and drive positive engagement.

The StandOut solution includes several components:

**Assessment.** The StandOut assessment evaluates an individual's strengths roles (dominant patterns of thought, feeling, and behavior that can be productively applied) and provides targeted development strategies for using strength roles at work. The assessment uses a variety of situations to garner information, so it is applicable across various industries and job complexities. These situations are intentionally designed from impact moments in life where a person's pre-existing skills or technical knowledge has minimal relevance to response options.

**Engagement Pulse.** Research indicates that fully engaged employees show different behaviors that positively benefit an organization. The eight Engagement Pulse questions, selected after decades of research into outstanding teams and their leaders, are the best measure of a person's effectiveness as a leader:

Topic	Questions
What is our purpose and my contribution?	I am really enthusiastic about the mission of my firm. At work, I clearly understand what is expected of me.
What is excellence for me and the team?	In my team, I am surrounded by people who share my values. I have the chance to use my strengths every day at work.
Value and support me	My teammates have my back. I know I will be recognized for excellent work.



Show me the future	I have great confidence in my organization's future. In my work, I am always challenged to grow.
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The overall engagement level calculates a team's Engagement Pulse responses.

Check-Ins. A Check-In is a frequent, 1:1 strengths-based conversation between a team leader and team member about near-term future work. It is the most important ritual of the world's greatest team leaders. Each week team members complete a Check-In to inform the team leader what they are working on, how they feel about the work they are doing, and how the team leader can help. Timely coaching and focused attention on current work helps team members play to their strengths and results in their highest performance and highest potential for growth.

Leadership curriculum. Our leader development philosophy is grounded in strengths. An organization's best and most powerful resource is its people. Our design philosophy seeks to draw people in, activate; demonstrate; and reinforce key learnings, shifts, and behaviors needed to support key results. People grow the most in relation to an experience. Coaching is a powerful medium of experience, and there are hallmarks of coaching that are different from traditional curriculum development. We leverage the power of relational experience in traditional coaching and use technology to take individual experiences to scale.

Each person brings his or her unique set of strengths to any situation. We move from situation to skills (not skills to situation). Instead of looking at the skills or competencies we hope each person will apply to work, we start with the work and the people. We find out the interaction and create an experience that allows each person to leverage his or her unique strengths, resourcefulness, skills, and knowledge for success.

Our philosophy is based in time-tested models and has evolved to ensure innovation in a human-centered, rapid development approach. Content delivery methods include video assets, participant materials, job aids, facilitation materials, online learning hubs, etc. We have also partnered with niche leadership vendors that provide technology- or location-specific needs (such as simulation platforms and on-the-ground, physical experiences).

Performance Pulse. The Performance Pulse is a simple, valid way for a team leader to provide subjective thoughts about each team member's performance each quarter. Four topics are included: productivity, teamwork, promotion, and performance problems. These questions are the foundation of the Performance Pulse Index (PPI). This statistical measure of individual performance compiles multiple pieces of information into an overall measure of performance. The PPI produces a score that ranges from 0–100.

The PPI takes into account the idiosyncrasies of the individual team leader. Over time the team leader bias is minimized to allow a more accurate measure of performance across teams, departments, and organizations.

A team leader's completed Performance Pulses for a member show up in the Performance Pulse history on the Performance Pulse page. For example, Tim is added to a new team. When his leader clicks on





Tim's information from the Performance Pulse page, she can see a history of the Performance Pulses she has completed for him, regardless of the team he belonged to.

The PPI allows team leaders to evaluate their team members' performance over more flexible and variable periods of time. Because Performance Pulse evaluations occur on various schedules, it's important to know what work is being evaluated (if an employee works with one team leader for two weeks and another team leader for 20 weeks, these time frames should be factored according to the relative weight of each Performance Pulse).



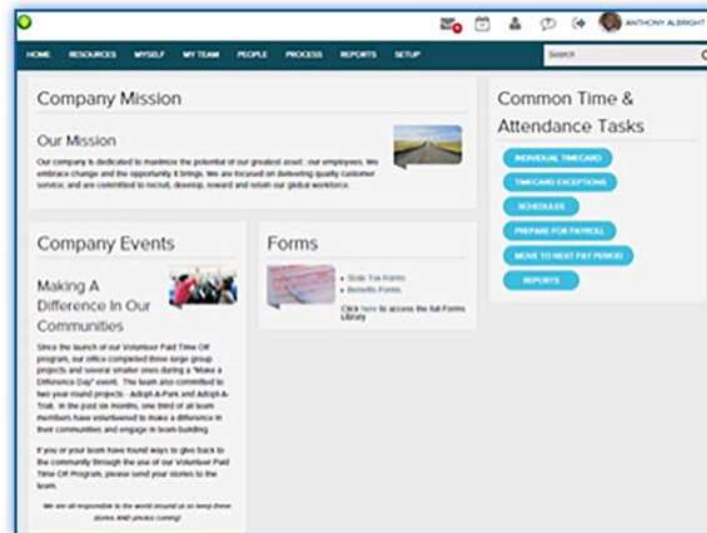
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP's solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners' logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution's security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly-rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



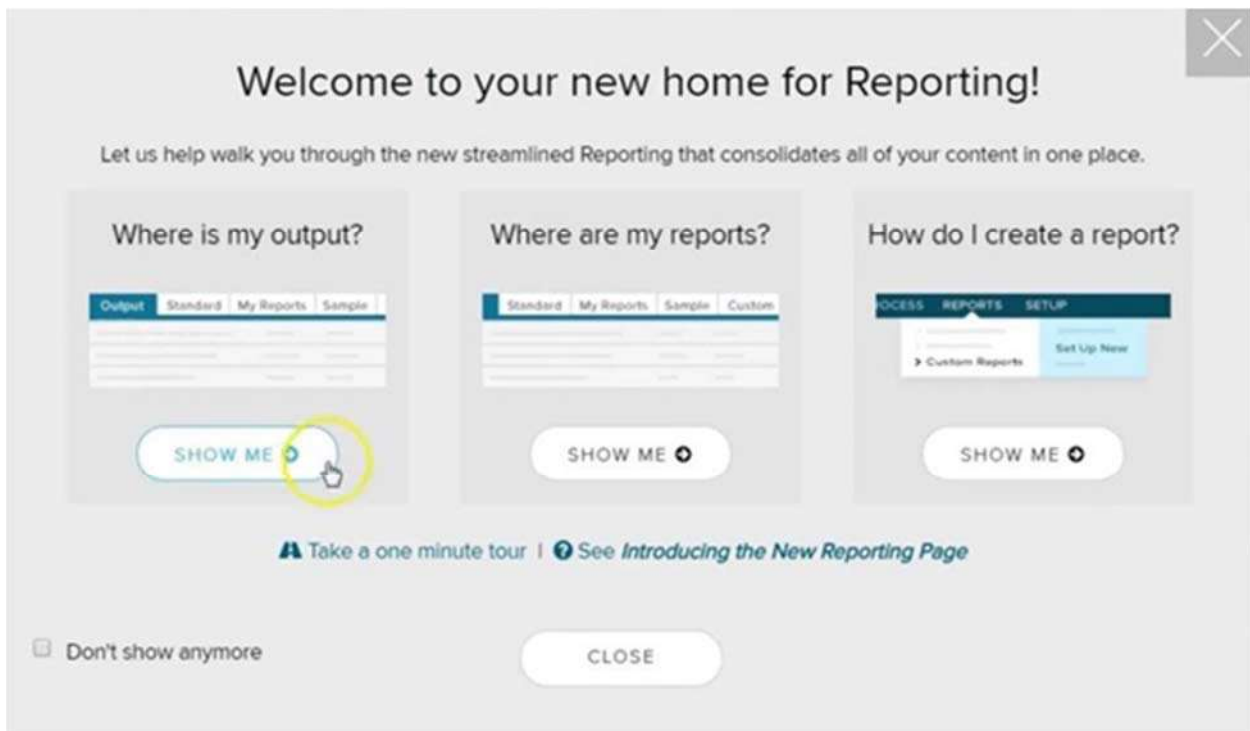
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

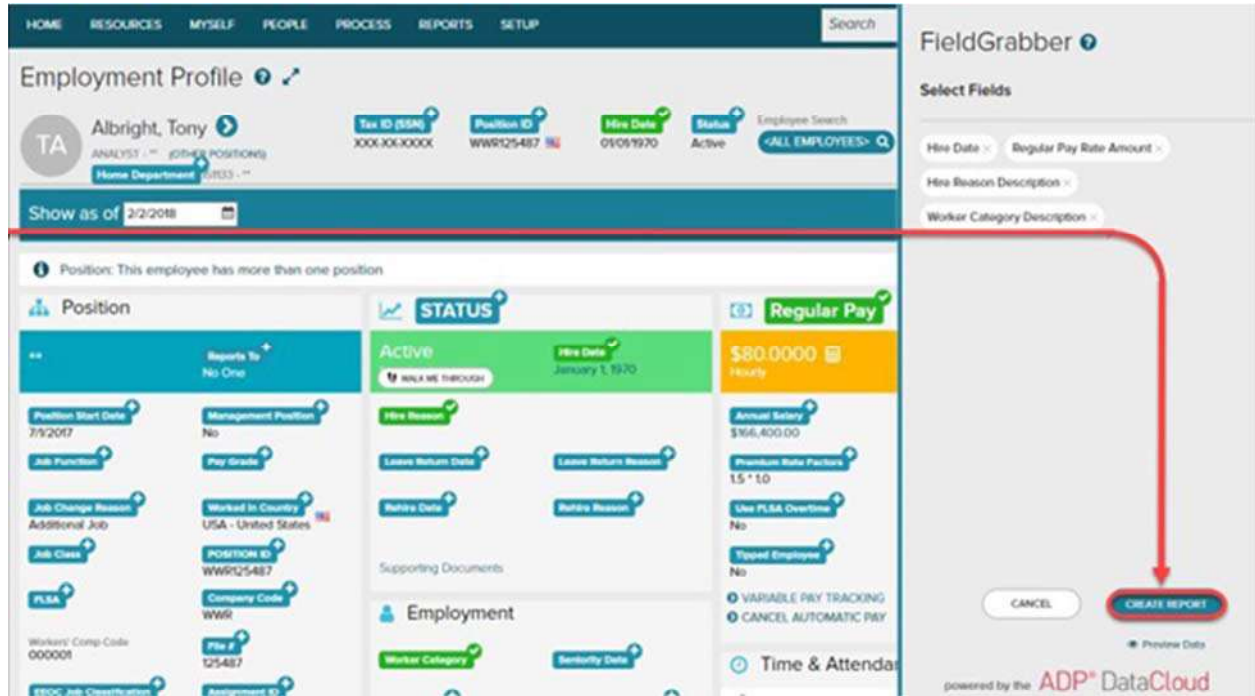


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In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.



**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

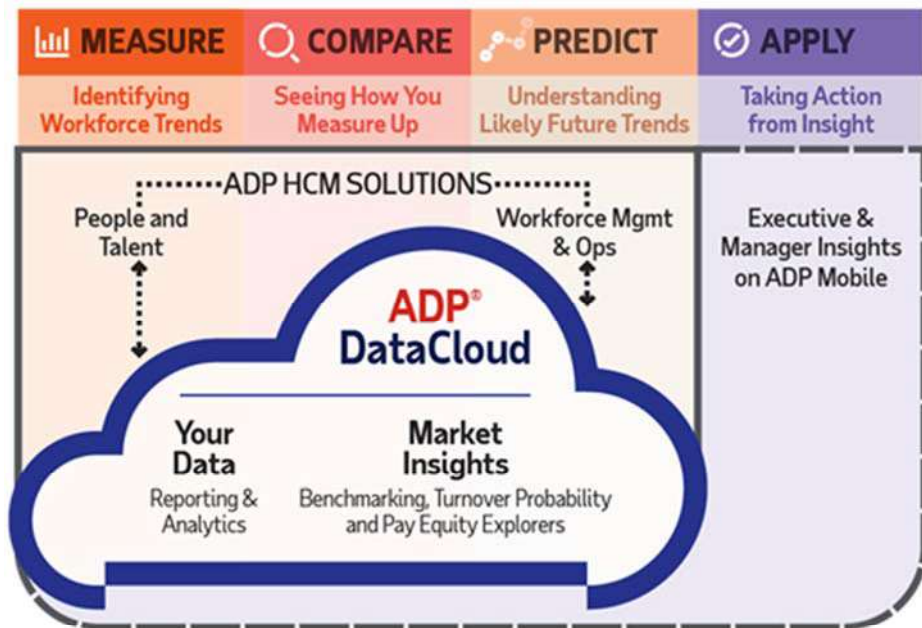
Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.



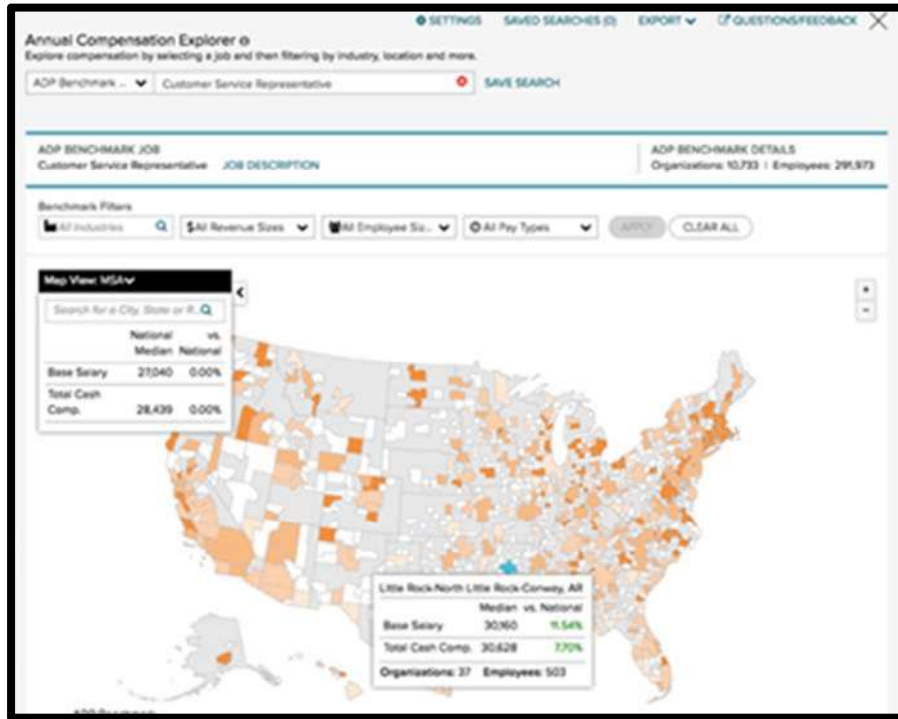


Capabilities include:

- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.

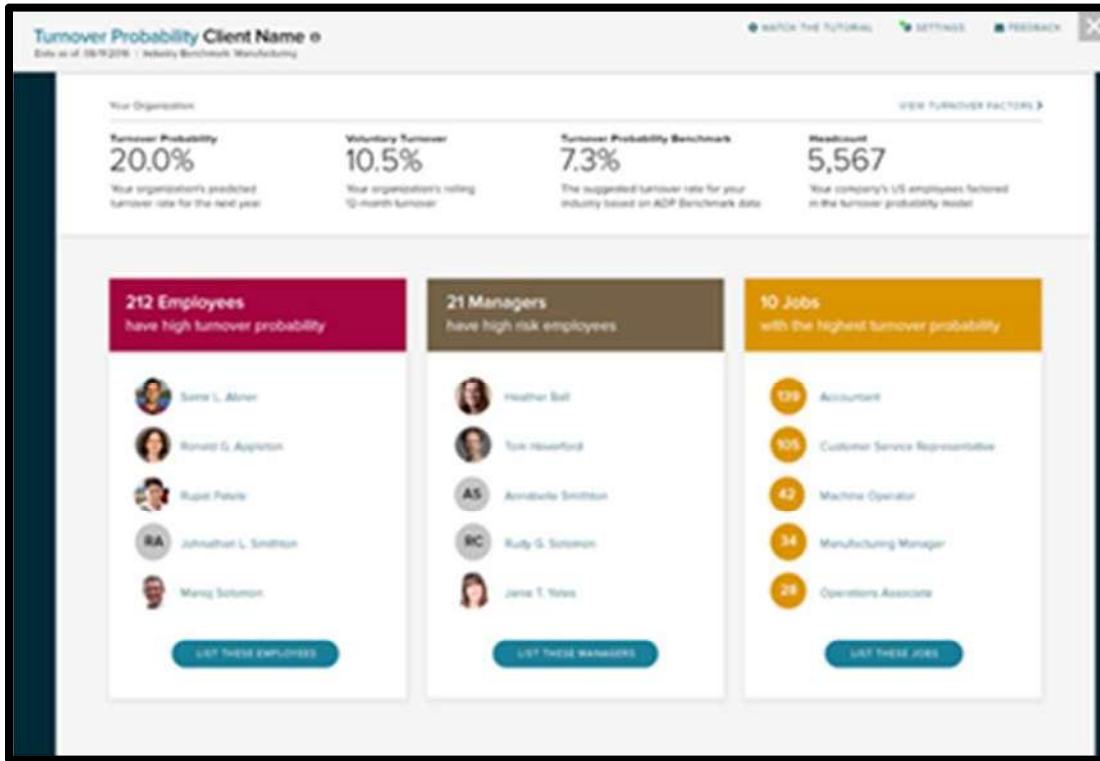


- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.

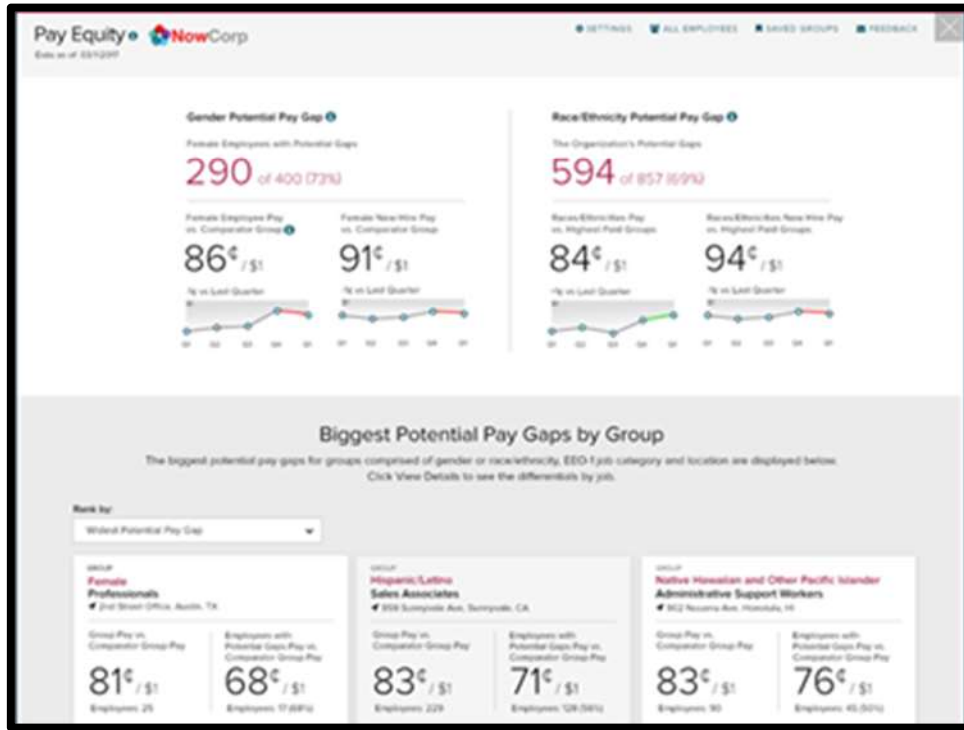


- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.





- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.



## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.





ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

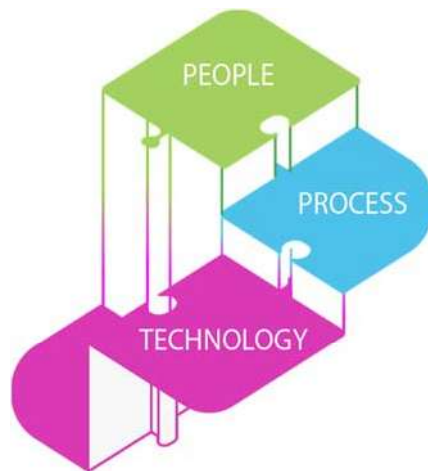


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

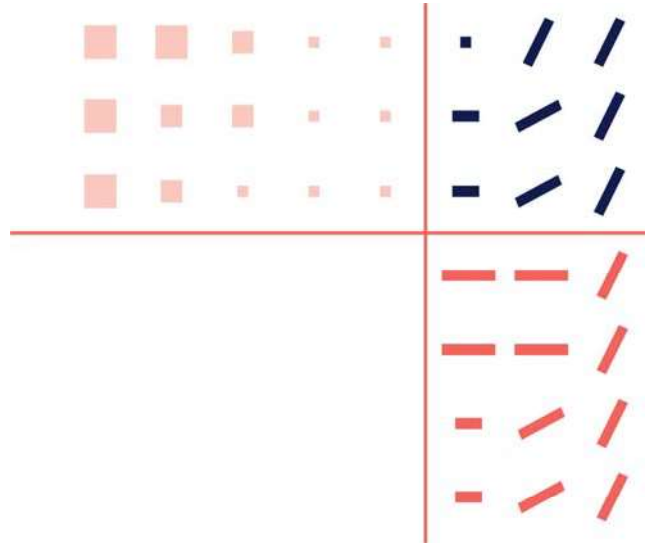
A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



# #WorkingFor OMNIA Partners



August 25, 2020

Presented By

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# Solution Overview

## ADP SmartCompliance

ADP SmartCompliance is a cloud-based platform of outsourced services and advanced technology that works with your payroll, applicant tracking and onboarding systems to help:

- Maintain compliance with various HCM-related laws and regulations.
- Mitigate risk associated with noncompliance.
- Improve efficiency and help make more cash available for operations.

We offer the most robust, successful set of stand-alone compliance and payment solutions on the market today (tax service, tax credits, wage payments, garnishments, health compliance, Form W-2 management, unemployment claims and verification services). ADP adds a layer of services and best practices to minimize the burden of the often manual, administrative tasks currently required.

Currently, more than 3,000 employers with more than 1,000 employees (including many of the Fortune 1000 companies) use these solutions. ADP's SmartCompliance clients are in all industries, including the "Big Four" accounting firms, software and technology companies, higher education, manufacturing, retail, food, agriculture and energy firms.

ADP's biggest competitive advantages are that we have been in this business for 70 years, and we are the most financially stable company in the industry. We invest far more in research and development and new enhancements than anyone in the industry. We have the largest compliance staff in the industry (1,500 associates), government and agency relationships to keep our clients in compliance.

## Employment tax

ADP's employment tax module helps organizations in U.S. states and territories process federal, state and local employment taxes efficiently and accurately. Highlights of our solution include:

- *Integrated technology.* ADP's cloud-based technology can connect with the client's ERP payroll system to capture employment tax data.
- *Shared access.* ADP's SmartCompliance portal provides clients with secure, on-demand access to tax information, status or reports.
- *Regulatory compliance support.* Tax specialists help clients comply with required deposit and filing methods for each jurisdiction. As an optional service, ADP may be able to help clients register in new tax jurisdictions.
- *Deposits and filings.* Upon receipt of client funds, ADP automates filings and deposits of federal, state and most local employment taxes. ADP also processes quarterly and annual filings of 941 and 940 forms, respectively, with the federal government, state payroll income and unemployment insurance



tax returns, and year-end filing of employer Form W-2s. Employee Forms W-2 can be produced using same balanced tax file.

- *Amendments and notices.* ADP's specialists prepare and file corrected returns. ADP researches, reviews and prepares responses to agency notices. At the client's request, ADP prepares and files corrected returns with federal/territory/state/local agencies (for periods when ADP filed returns and remitted deposits).
- *Consulting and education.* ADP offers online courses, webcasts and client networking forums at no charge.

## Wage garnishments

ADP's wage garnishments service processes wage garnishments in all U.S. states and territories, which helps employers efficiently manage garnishments with care and compassion. Our solution includes:

- *Outsourced service.* Advanced computer systems automate garnishment processes, and skilled associates provide assistance.
- *Tight integration.* Two-way integration to [Clientname]'s payroll system is supported.
- *Garnishment order processing.* ADP receives and evaluates garnishment orders from courts and government agencies, notifies the employee, transmits data to/from your payroll system support appropriate wage deductions, and prepares garnishment responses.
- *Response services.* We generate and submit acknowledgements, notifications and other required responses on [Clientname]'s behalf.
- *Funds disbursement.* We disburse payments to creditors (via available EFT as required). Stop-payment and processing of uncashed payments are also supported.

## Wage payments

ADP's wage payments module offers paper-based and electronic wage payments solutions designed to help employers be compliant in all 50 states. Our solution includes:

- *Outsourced service.* Advanced computer systems automate wage payments processes, and skilled associates provide assistance.
- *Tight integration.* A single payroll file for all ways to pay provides transparent integration to [Clientname]'s payroll system.
- *Direct deposit.* Payroll is electronically transferred via ACH to employee's personal account(s).
- *Pay card.* Payroll is electronically transferred via ACH to the reloadable prepaid payroll card.
- *Self-issued check.* For employers seeking a fully electronic wage payments method, payroll is electronically transferred via ACH to the WISELY Check. Employees can authenticate and write a check to themselves every pay day.
- *Traditional paper check.* Our paper paycheck option uses ADPCheck and includes printing and distribution.
- *Earnings information.* A secure employer/employee web portal and mobile app provides access to pay statements, Forms W-2 and pay card information.



## Tax credits

ADP's tax credits module offers exceptional technology and knowledgeable experts. Proprietary software enables applicant screening; calculates job credits; maps potential credit and incentive opportunities based on client locations; and maintains a repository of local, state and federal tax credit and incentive programs. Our experts monitor credit opportunities, help clients identify and capture credits and incentives for which the client is eligible, and assist clients as they manage their obligations under each credit/incentive program. Our solution includes:

- *Outsourced service.* ADP helps clients manage the entire process — from helping identify and capture credits and incentives for which they are eligible, to helping manage program compliance requirements, to providing audit support.
- *Deep knowledge.* ADP's team of more than 400 dedicated experts understand tax credits and business incentives.
- *Broad offering.* ADP maintains a repository of more than 3,000 potential credits and incentives and reviews more than 1,800 zones for eligible locations.
- *Tight integration.* ADP integrates directly within the applicant tracking system for WOTC screening.

## Unemployment claims

ADP's unemployment claims module helps businesses reduce and control unemployment insurance (UI) claim costs and stay in compliance with changing state regulations. Our solution includes:

- *Technology.* Claim forms are accurately scanned, and key data is automatically uploaded into our system — enabling prompt response to claims well ahead of state deadlines.
- *Computerized claims management system.* Claims are automatically prioritized by due date to ensure timely processing.
- *Flexible interface.* We obtain wage and separation data from clients using ADP payroll or other systems.
- *Auditing.* Thorough auditing of all UI benefit charges avoids overcharges.
- *SUI tax rate review.* Verification and voluntary contribution review help [Clientname] ensure you are paying at the correct and lowest rate possible.
- *Consulting.* We provide ongoing consultation and training on employment procedures and practices.
- *Reports.* Detailed and timely claims management reports are available for our clients.

## Employment verification

ADP's employment verification module, powered by The Work Number, provides a completely automated system for handling employment and income verifications online. The solution includes:

- *Service.* The web application is accessible 24x7 to benefit the employer, employees and verifier community.
- *Reduced risk.* Employee information is disclosed only to credentialed and authorized verifiers.
- *Accuracy.* Data from payroll records ensures the highest degree of information accuracy.



## MasterTax

ADP MasterTax software is an in-house payroll tax processing solution that helps organizations, including service providers, PEOs, ASOs and large CPA firms, schedule, pay, balance and file their clients' payroll taxes without losing control. Our solution includes:

- **Schedule.** Using the frequencies and thresholds contained within our rules-driven database, payments are scheduled on time to reduce the costs associated with late filing, noncompliance and lost interest. As period end dates for liabilities approach and thresholds for accelerated payments are reached, the software quickly and accurately schedules deposits available for payment.
- **Pay.** Users are prompted to create the payment files in the proper format for each agency (including zero payments when required). One of the most efficient ways to pay taxes is via the EFT Credit method. These NACHA-formatted ACH files are easily created with the built-in rules engine, which shows the acceptable payment method and registration instructions for each agency. If an online payment is required, the software creates debit requests containing the agency website, login credentials and figures necessary for paying online. Check payments can also be made directly from the system — a user can print checks right at his or her desktop.
- **Balance.** Our solution works with your payroll system to generate balanced totals for any time period. The on-demand balancing feature easily identifies problematic differences. QTD and YTD balance reports showing accurate variances between deposits and liabilities are available at the push of a button. At the user's direction, variances adjust deposits to ensure balanced payments and filings for the quarter.
- **File.** Agency-approved returns and coupons for more than 11,000 taxing jurisdictions are available at the user's fingertips. The system provides instructions on how to register to e-File and bulk e-File your tax returns, as well as how to navigate each agency's website to upload the files. The software also creates e-signed paper and magnetic media returns ready for submission to the appropriate tax authorities. All state unemployment and local authorities requiring employee wage detail and multiple worksite reports print with the accompanying returns or electronic files. When the quarter is complete, the system can generate amended returns if necessary. Zero coupons and returns are also easily generated when required.

## Health compliance

ADP Health Compliance assists employers with health compliance obligations such as the Affordable Care Act (ACA) and other required activities (such as Notice of Coverage Options; Marketplace Notices; eligibility and affordability calculations; and IRS Forms 1094-C/1095-C printing/furnishing, electronic transmission and corrections).





## ADP SmartCompliance key features

**Visibility, access, and reporting.** Stakeholders can rely on ADP SmartCompliance — an outsourced extension of your organization. [Clientname] stays informed through vivid views of status, alerts, reports and analytics, including:

- ADP SmartCompliance helps ensure each stakeholder has easy, on-demand access to work ADP is doing, has done and may need to do on your behalf.
- Web-based dashboards, accessible through a secure portal, provide broad visibility to information, current status of tasks, immediate awareness of action items and easy access to reports.
- Numerous reports associated with the ADP SmartCompliance modules deliver on-demand status and history, such as information about employees, funds transfer or receipt, tax liabilities or tax credits. Analytics tools (available with certain modules) deliver even deeper knowledge by helping users segment and drill down into customized data views.

**Integration.** Our modules integrate with your current systems such as payroll, time and attendance, benefits, HR and applicant tracking. ADP SmartCompliance can be integrated with most payroll systems, and we offer standard integration to numerous ERP and third-party systems. Using standard and/or custom integration, data is securely transferred from your environment to ADP's secure data centers and into your selected products.

**Data storage and data protection.** Advanced measures help secure and protect your organization's data:

- ADP's Tier IV data centers are a fault-tolerant site infrastructure with backup power and storage that conforms to ISO 27001/27002 standards, including guarded perimeter security and 24x7x365 threat detection. Data is replicated across data centers for backup and recovery purposes.
- ADP hosting infrastructures are contained within physically secured data center environments. Access to the data centers requires electronic security badges and dual-factor authentication. Only specifically authorized personnel are granted access to the server rooms.
- We have data security, privacy, fraud and crisis management strategies, as well as an advanced security intelligence platform to keep your organization's data safe. Our protection approach spans:
  - Cyber and information security.
  - Global privacy and data protection.
  - Operational risk management.
  - Controls and credential assurance.
  - Business resilience.
  - Third-party management.
  - Security and testing analysis.
  - Fraud and diversion management.
  - Critical incident response.
  - Client security management.



**Organization and personnel.** ADP's converged security, risk and privacy organization strives to provide thorough protection and expertise. Our associates and contractors undergo background checks and are regularly trained in the latest physical and information security and privacy guidelines and practices to help protect your data.

**SOC 1 audits.** ADP offers SOC 1 audit reports that reflect our commitment to corporate compliance, security and related controls. Discrete control objectives set forth in the reports are tested multiple times and in multiple ways by an independent audit team. ADP updates each of our SOC 1 reports annually.



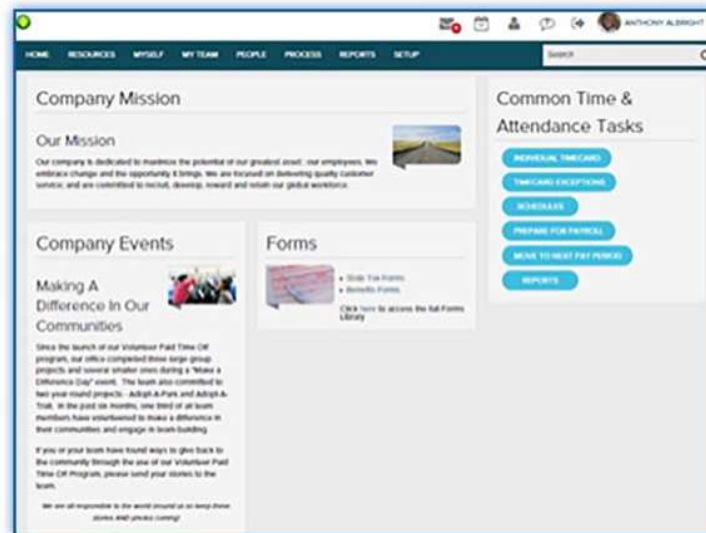
# User Experience

## Self-service portal

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, 24x7 web-based, self-service access and the ability to manage their own benefits. ADP's solution provides an employee portal for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. The portal can include OMNIA Partners' logo and color palette to deliver your workforce important information and documents, such as:

- Company mission statement.
- News and announcements.
- Policies and handbook, with trackable acknowledgement feature.

In addition, OMNIA Partners can use the solution's security/access capabilities to create groups and post targeted content for secure viewing by those designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.



The ADP solution empowers employees to:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- Manage their 401(k) account.
- View the company directory.
- Use online tools such as retirement planners or payroll calculators.
- View approvals and notifications.



These automated self-service tools do more than increase employee engagement and satisfaction; they free HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance is always available.

Similar to employee self-service tools, manager self-service access automates routine processes for managers so they can spend more time helping you build your business.

## Mobile access

Our integrated mobile application offers employees access to relevant HCM data anytime, anywhere. Because our solution was built on responsive technology, the user experience quality is sustained on any device.



**Millions of Users** across **200+ Thousand Clients** around the world

The mobile home screen dashboard summarizes important information and provides convenient access to frequently used features. Additional key features include the ability to access settings, help, FAQs, feedback, preferences, and login (with Touch ID available for iOS and Android devices or Face ID for iOS devices that support this feature).

Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding. Millions of users leverage ADP Mobile to help improve employee communications, drive productivity, and increase employee engagement. Our app is highly-rated and consistently ranked in the top five business apps on the App Store and Google Play.

## Employee discount program

ADP's solution also includes access to LifeMart®, which is one of the largest members-only online discount shopping websites. Employees can access this site to find discounts up to 40 percent on more than 4 million products and services including groceries, clothing, hotels, restaurants, tickets, computers, cell phones and electronics, financial services, and more.



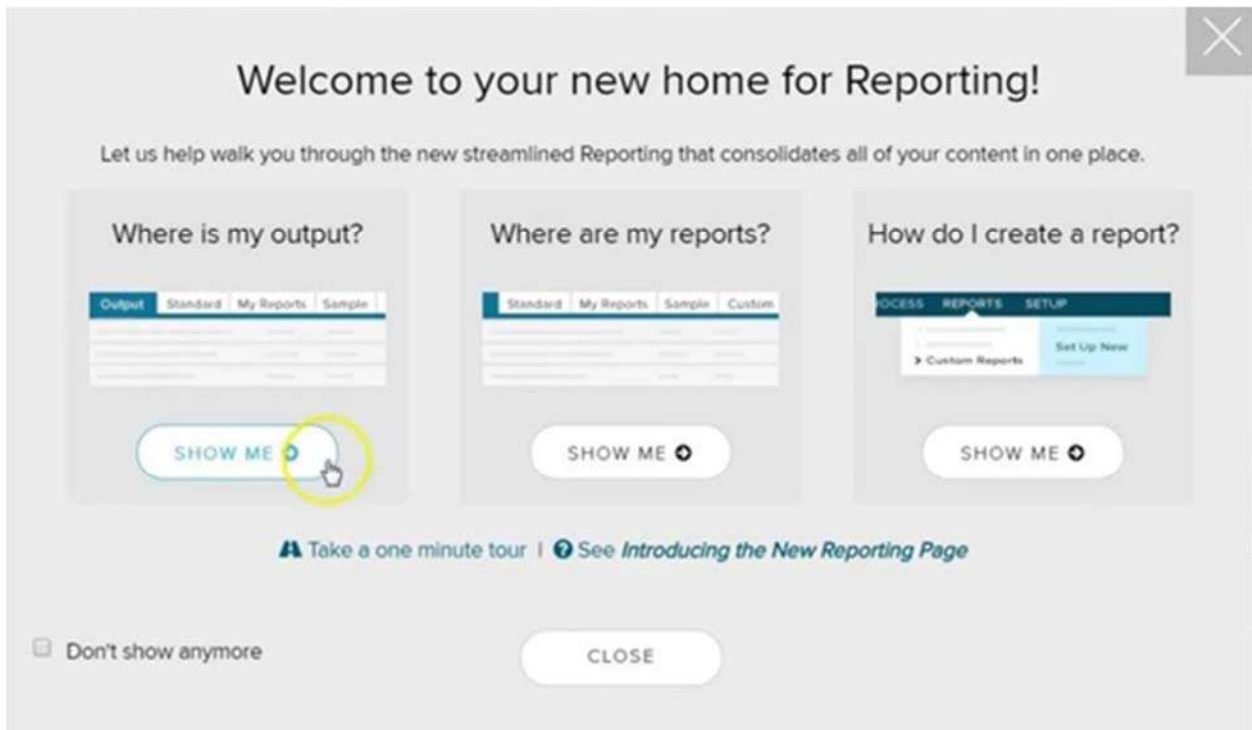
# Reporting and Analytics

## Reporting

Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports, and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date, and viewed in meaningful charts.

The solution consolidates reporting activities so authorized users can perform all reporting tasks (e.g., run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, and add to dashboard) in one convenient location.

Once users securely login, they access the report set-up wizard that guides them through a step-by-step process to create reports. Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations.

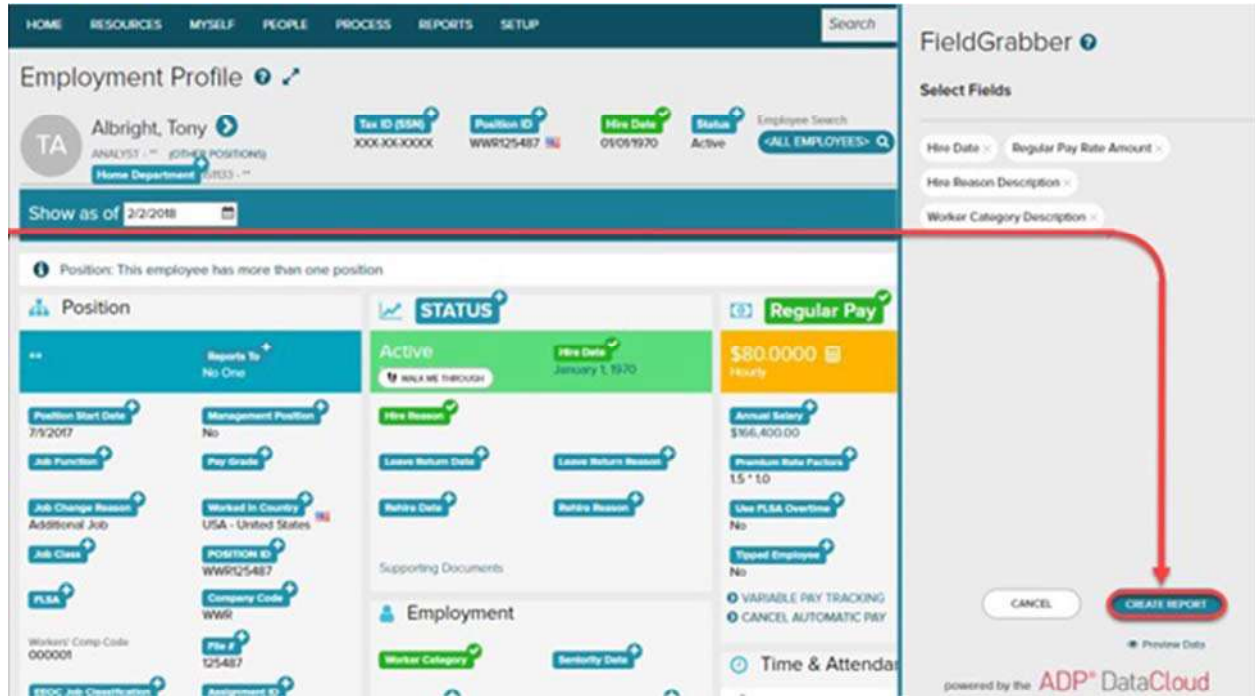


Our solution also streamlines the reporting process through customizable report dashboards where you can organize the reports that are most meaningful to you (e.g., frequently used, favorites, scheduled reports, and shared reports). In addition, the solution leverages artificial intelligence to learn how your



users interact with the reporting tools and then make suggestions to help you become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.

In addition, the Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields you see on your screen. While using the tool, available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, you can select any or all fields. By default, the field associated with the page you are on is selected.



ADP provides database-level security to enforce a user’s security restrictions even when he or she is using the reporting tools.

**Standard reports.** OMNIA Partners receives standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP’s solution can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The solution offers more than 200 standard reports across HR, payroll, benefits, and workforce management modules.

**Ad hoc reports.** The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide, and powerful search capabilities to deliver the information you need. Ad hoc reporting functionality is hosted by ADP and is securely accessed via the internet through your self-service portal. Reports are created and accessed based on OMNIA Partners’ assigned security profiles within the system. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.



**Custom reports.** OMNIA Partners can run cross-module reports with HR, payroll, and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, a full range of formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.

Reports can be displayed, printed, and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML formats and can be downloaded to share with OMNIA Partners' data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. OMNIA Partners' user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports that fit the search criteria). Filters and data sorts can be applied to narrow the returned results.

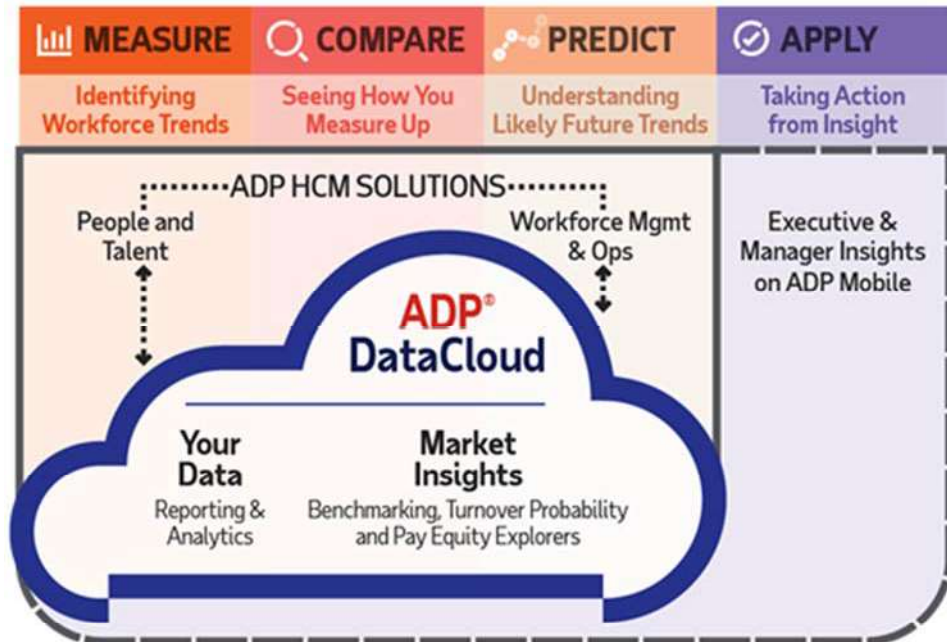
## Analytics

ADP DataCloud allows OMNIA Partners to make better business decisions with deeper insights into your workforce using ADP DataCloud. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports, to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward.

Our solution provides insights for multiples roles — from C-Suite executives and managers to HR practitioners and executives — so OMNIA Partners can detect and act on the changes in patterns within your workforce population.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and

automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.





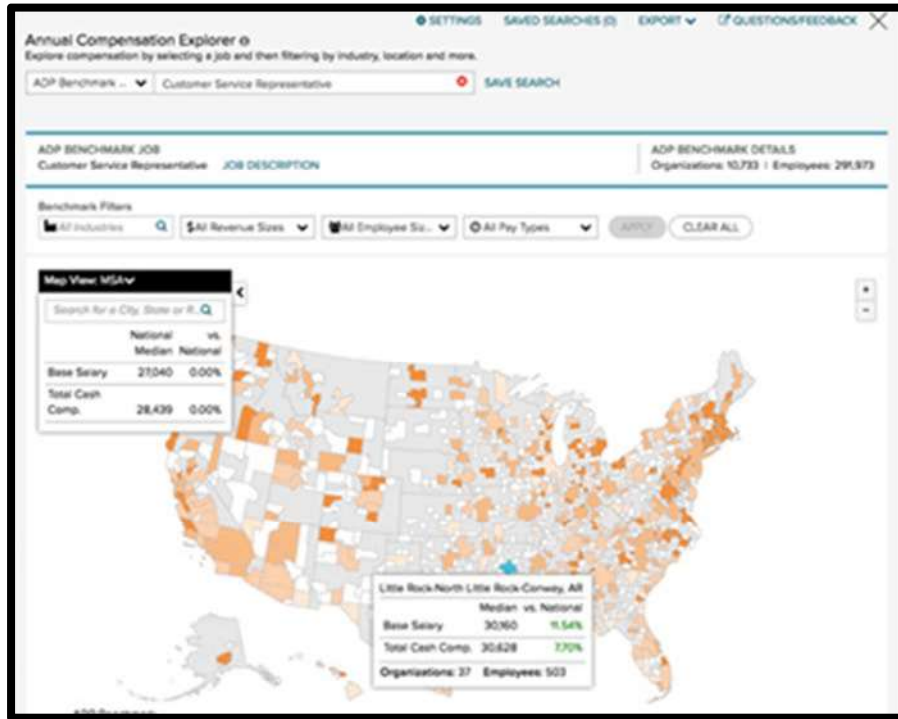
Capabilities include:

- Reporting delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data. ADP DataCloud delivers a streamlined experience for running commonly used standard reports, which gives you faster, easier access to data with more flexibility.
- Analytics deliver the ability to spot patterns and trends through preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.

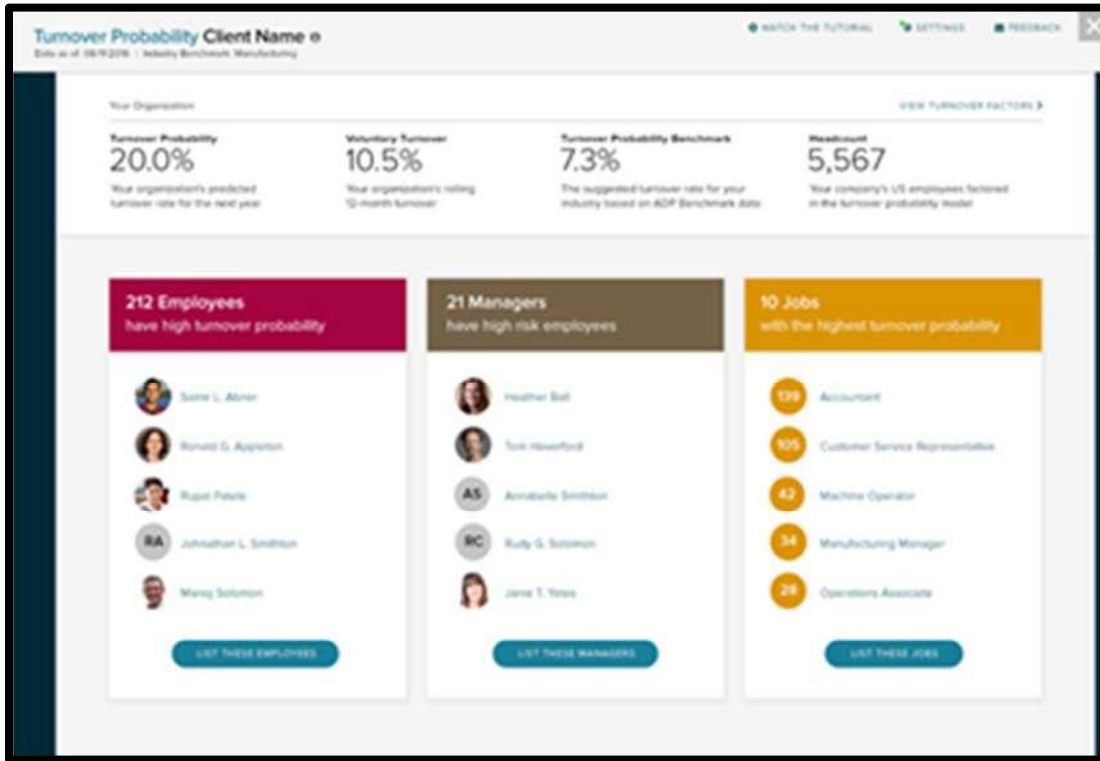


- Benchmarking (for U.S. populations only) uncovers comparative insights into your workforce and compensation strategies based on real, aggregated, up-to-date data from millions of U.S. workers in ADP's client base. Industry, location, and company-size metrics can provide insights and help you evaluate your workforce against other companies in your market space and identify trends. Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking features include:
  - *Annual Compensation Explorer*. Benchmark annual pay for a job within an industry, revenue size, or location via an interactive heat map of the U.S.

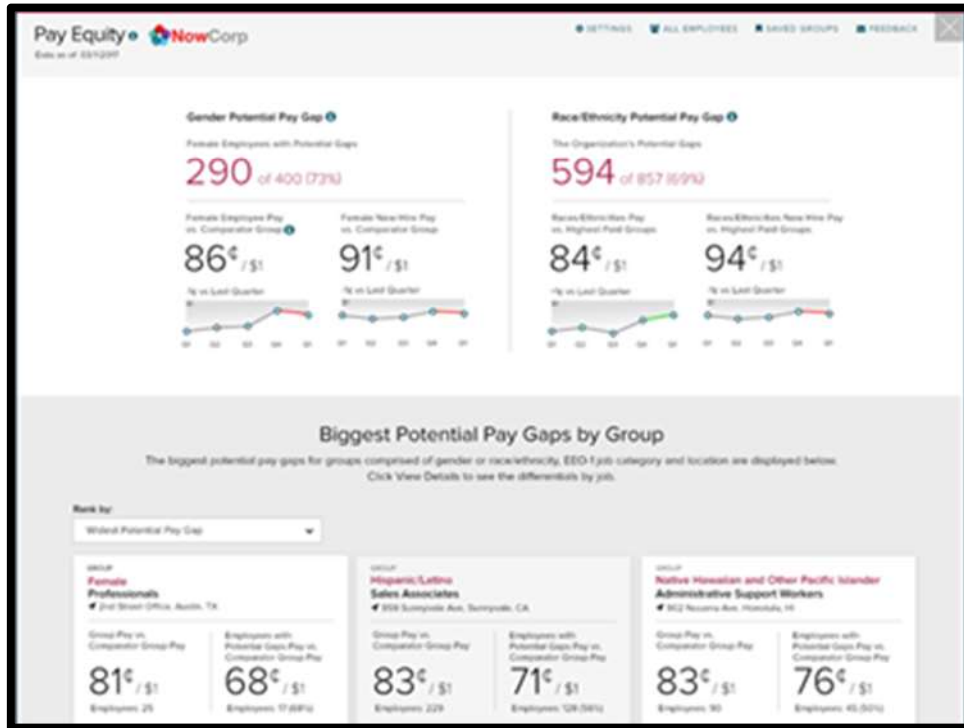




- *Metrics with benchmarking.* Recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR, benchmarking allows OMNIA Partners to leverage a growing library of HCM metrics. Metrics have benchmarks that can be measured at the job-title level (e.g., absence rate, average tenure, employee adoption, headcount by age/generation, HR transaction activity, overtime rate, retention rate, span of control, and many more).
- Executive and Manager Insights on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- Turnover Probability Explorer can help identify the likelihood of future voluntary turnover. This predictive model is built into our HCM offerings and uses ADP’s Big Data to identify likely hotspots of employee attrition and mitigate these risks. By tracking key factors that contribute to turnover (including job characteristics, organizational dynamics, compensation elements, and employee demographics), you can minimize guesswork and develop retention strategies for at-risk employees within job types, locations and teams. OMNIA Partners can also compare your turnover risk against industry benchmarks drawn from ADP’s Big Data.



- Pay Equity Explorer helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks. OMNIA Partners can be set apart in the market as an employer who is committed to pay equity — and identify potential areas of risk due to inequitable pay practices.



ADP DataCloud has been recognized with several key industry awards:





# Implementation

ADP’s end-to-end solution includes a thorough, well-planned approach to implementation. The experienced ADP professionals assigned to your project work closely with you, from start-up through production and ongoing service and support, to deliver a proven, efficient, and effective implementation.

The process begins with the introduction of your **ADP implementation professional**, who helps ensure the success of your implementation.

ADP’s project team comprises a **relationship manager** and **implementation team** who work with you to help ensure a smooth conversion within the agreed-on timelines and milestones.

On successful completion of your implementation, you are introduced to our experienced client services team who provides quality ongoing support.



## OMNIA Partners project manager:

- Defines project objectives, goals, and key strategies in coordination with ADP.
- Defines and secures all required resources.
- Manages issue resolution, risk management, and change management processes.
- Reviews key deliverables and assures quality of such deliverables.
- Communicates project status, issues, and risks timely and accurately.
- Manages progress to plan and initiate actions appropriate to maintain project’s probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.



**OMNIA Partners functional experts:**

- Provide functionality process expertise in payroll, HR, benefits, and time and labor.
- Complete ADP questionnaires and provide support for business requirements documentation.
- Participate in process requirements definition, analysis, and implementation.
- Facilitate transition of processes to your future-state team.
- Report progress to client project manager for assigned tasks and deliverables.
- Attend core implementation training.
- Review and approve project deliverables for area of responsibility.

**OMNIA Partners technical experts:**

- Commit sufficient resources to ensure access to client data, applications, and technical services.
- Provide support for testing, interfaces, and integration.
- Perform data conversion activities.
- Develop required ad hoc reports as identified during implementation (this can be a technical or functional resource responsibility).



## Service and Quality

In addition to the key service roles fulfilled by your dedicated ADP account manager, service team, and various subject-matter specialists, we also support your workforce via employee self-service and the employee service center.

Our offering includes self-service portals for employees, managers, and administrators so users can perform key tasks anytime, anywhere via internet access. This convenient access minimizes the number of transactions processed by the service center, giving those resources the opportunity to focus more time on responding to complex user inquiries and interactions.

### Operations

ADP service levels are based on a standard set of measurements, calculations, and terms to ensure common agreement on key elements of ADP service, service delivery, priorities, and responsibilities. Providing regular, consistent insight into service performance is a key element of delivering on this commitment. Service-level reporting includes a series of key data measurements designed to provide a complete picture of the service experience.

We incorporate two sets of elements into our service levels:

- Service elements clarify:
  - Conditions of service availability.
  - Service standards such as the timeframes within which services will be provided.
  - Responsibilities of both parties.
  - Escalation procedures.
- Management elements outline:
  - How service effectiveness will be tracked.
  - How information about service effectiveness will be reported and addressed.
  - How service-related disagreements will be resolved.

**What to measure.** We structure our service levels based on the following key elements to measure and gain insight into the quality of the service experience:

- Availability and timeliness of a response.
- Availability of functional systems.
- Prompt resolution of issues.

**Targeted and threshold performance.** Achieving threshold performance is not the objective. Instead, we place an emphasis on providing the highest level of service so you can meet your goals and objectives and ADP can exceed your expectations.



## Service center

Employee and manager service center for payroll, HR, and technology questions is available from 8:00 a.m. to 11:30 p.m. in all times zones.

ADP service specialists answer employee and manager questions regarding self-service tools, OMNIA Partners company policies, benefits enrollment and coverage, payroll deductions, etc. To access these specialists, employees call a dedicated phone number and select from a menu.

The team of specialists and relationship manager who is responsible for supporting the HR/payroll administrative team and your executive team are also available from 8:30 a.m. to 5:00 p.m. all time zones. Callers can leave voice mail messages, and calls are returned within 24 hours for all HR/payroll administrative users and employees with benefits questions (if applicable to your service model).



## Additional Services

### Custom training solutions

Custom courses taught by ADP-certified trainers can be delivered on-site at your location or virtually via the web. We schedule pre-training calls to determine your needs and establish how to reference your applicable forms and policies during the training. Custom courses are available on topics, such as:

- Customer service skills.
- Communication.
- Conflict management.
- Screening and selecting employees.
- Strategic business management.

### Workers' compensation coverage

ADP helps you tackle the challenges of managing workers' compensation insurance and eliminate the confusion with our comprehensive Pay-by-Pay<sup>®</sup> Workers' Compensation program. This offering integrates payment of your workers' compensation premiums into our regular payroll processing service. You submit your payroll data to ADP as usual; ADP calculates your workers' compensation premium the same way we calculate payroll taxes and remits the premiums directly to your insurance carrier. Key benefits of the service include:

- *Improved cash flow.* OMNIA Partners can eliminate large, upfront premium deposits and spread premium payments over your existing payroll cycle.
- *Reduced administrative burden.* You no longer need to calculate premiums or write checks for workers' compensation insurance. Premiums are deducted with other payroll charges and paid directly to your carrier.
- *Increased accuracy.* Premiums are based on actual payroll, reducing the risk of late payment cancellation and minimizing final audit adjustments.





## Compliance

Compliance is a key area of focus for ADP. By partnering with us, clients are offered additional resources to assist in their compliance efforts:

**Financial compliance.** As a publicly traded company, ADP must comply with all aspects of Sarbanes-Oxley legislation. We are a leader in Sarbanes-Oxley compliance in the areas of payroll, HRMS, and benefits administration. We also assist our clients in meeting their compliance requirements. In addition to resources and assistance from our fully dedicated compliance team, we provide our clients with comprehensive SOC reports for most solutions. These reports are designed to be used by our clients (for their internal and external auditors) to evaluate the effectiveness of controls in operation at ADP. Produced by a leading public accounting firm in the U.S., the reports describe and test a designated environment and include the third-party auditor's opinion on the effectiveness of control techniques. We provide these resources in a format to minimize the work that clients must perform under Section 404, which saves time and money. There is no charge to our clients for any routine SOC 1 report.

**Regulatory compliance.** ADP's internal legal teams and compliance groups remain current with legislative issues via regulatory and compliance research and continuing education. When these teams identify any issues that impact an ADP service offering, the applicable change or update is thoroughly vetted. Then, these groups collaborate with our operational business units to update systems and processes based on federal laws and regulations that impact ADP service offerings. When applicable, our client service teams notify clients of any changes/updates in our service offering. (Ultimate responsibility to maintain compliance with applicable laws remains with OMNIA Partners.)

For example, when it comes to ACA and Health Care Reform, we continue to develop and implement comprehensive technology and expert services to help all employers, no matter what their size, comply with ACA challenges. As key legislative, regulatory, and judicial developments occur, ADP experts analyze how these developments could impact employers, our clients, and our associates. Our government affairs, legislative affairs, legal, and compliance teams continually monitor what is happening in Congress and at the various agencies to ensure ADP is ready to assist clients.

**Additional compliance support.** ADP's Strategic Advisory Services group is available to work with OMNIA Partners to provide business intelligence and analysis regarding the constantly changing compliance landscape. This group offers guidance including seminars, webinars, blogs, and client bulletins with news on the latest compliance-related developments. We also offer value-added analysis, regulatory insights, and actionable ideas that help you successfully execute your HCM strategy.



## Security and Business Continuity

As one of the world's largest providers of human capital management solutions, ADP's growing list of products, services, and clients means we have a vital responsibility to protect the data entrusted to us. We have managed confidential data for 70 years while providing clients with the business operations protection they need, and our efforts have been consistently recognized by security professionals.



### Security

ADP's enterprise-wide information security program includes administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of client confidential information. Due to the changing nature of technologies and security concerns, we regularly conduct risk assessments and continually evaluate and modify our security procedures, policies, and standards. We conduct periodic reviews of our security policies and practices through independent third-party auditing services (e.g., ISO certifications and SSAE control audits) and through internal auditing services and other assessments.

ADP's Global Security Organization (GSO) is responsible for implementation and enforcement of all policies, standards, and controls required for the protection of ADP and client resources. More than 250 dedicated information security practitioners perform various information security functions. This group also evaluates and improves the effectiveness of our information security program, which covers:

- Client data.
- Applications/systems.
- Encryption.
- Training and compliance.
- Facilities.
- Incident response and business continuity.



ADP’s stringent security measures give clients the advantages of an advanced platform defense, intelligent detection, automated data protection, fraud defense, identity and access management, etc. We embed multiple layers of protection into every solution, business process, and infrastructure tool with the following global security focus areas:



## Business continuity

Our priority is to identify – and mitigate – the technology, environmental, process, and health and safety risks that may impede serving our clients. We’ve created a framework that lays out our mitigation, preparedness, response, and recovery process. Key components of this framework include:

**Risk assessment.** We continually evaluate business processes, technology infrastructure, facilities, and organizational behavior to identify business situations that can put ADP at risk; analyze the threat (severity and risk level); and understand the impact (e.g., business unit functions, financial or legal impacts, and recovery time objectives).

**Plan development.** Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (e.g., loss of critical services, building access, or resources). Key points covered include those depicted in the following image.



ADP’s disaster recovery plans also provide a thorough and organized approach to maintaining or restoring critical systems, helping to reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt and appropriate response to an unplanned incident, reducing the impacts resulting from service interruptions.
- Recover essential data center operations in a timely manner.
- Ensure plans are subject to formal change control procedures.
- Review, revise, and exercise plans at least annually.

**Testing and validation.** Our testing and validation process includes periodic review of ADP plans by various stakeholders. Exercises simulate situations and test scenarios to uncover lessons learned and continually improve. After thorough testing and validation, revisions are performed and communicated as needed.

**Real-world response.** Our flexible framework allows us to scale up or down in response to incidents of varying scope, type, and complexity. We use the Federal Emergency Management Agency (FEMA) Incident Command System (ICS) methodology and industry best practices for crisis management and emergency response.

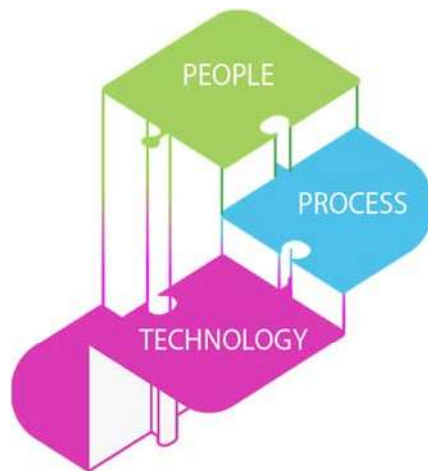


## Why ADP

ADP brings OMNIA Partners comprehensive HCM solutions, hands-on implementation and service, and decades of experience delivered through innovative technology and quality support. Our goal is to help drive efficiency and consistency across your organization so you can focus your time and resources where they should be – on serving your own customers and growing your business.

A strategic relationship with ADP offers OMNIA Partners the following:

- **A unique HCM service experience through a single point of contact.** Our implementation and service experts gain an understanding of your culture, processes, challenges, and goals to better serve you. They work collaboratively across ADP solutions to quickly resolve inquiries and maximize your satisfaction.
- **Business transformation with lower total cost of ownership (TCO).** OMNIA Partners can transform your business with powerful HR problem-solving as we help you work more efficiently, reduce your compliance-dependent processes, and streamline total costs.
- **Comprehensive solutions built on innovative technology.** We offer the perfect combination of powerful, intuitive technology and industry expertise across the entire HCM spectrum. We are not only anticipating the future of the workplace—we are helping define it.



OMNIA Partners can experience even more value from the knowledge and insight we bring. With more than 810,000 clients around the world, we have the data and anticipate the trends shaping today's workplace. Our clients gain access to research and resources like ADP's National Employment Report, Workplace Vitality Index, Research Institute, and Eye on Washington newsletter, providing a wealth of knowledge and critical input on changes that may impact their organizations.

ADP is the single provider that delivers on all fronts—delivering leading HCM solutions and expert guidance to help you make the tough stuff easier and get back to business.



## Folder 3 – Performance Capability

### b) Performance Capability

- i. ***Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.***

Please see **Appendix D – Exhibit A – OMNIA Partners Response for National Cooperative Contract** for ADP's response.

- ii. ***The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.***

Please see **Appendix B – Terms and Conditions Acceptance Form** for ADP's response.

- iii. ***Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.***

Please see **Appendix D – Exhibit F – Federal Funds Certifications** and **Appendix D – Exhibit G – New Jersey Business Compliance** for ADP's response.

- iv. ***Describe how Offeror responds to emergency orders.***

ADP responds to urgent and immediate service orders across our full scope of HCM solutions. Examples include:

**Payroll.** OMNIA Partners can produce off-cycle/on-demand checks for a single employee or multiple employees. The solution guides the user through the identification of hours, earnings and check calculation. OMNIA Partners administrators view the results online, make additional entries or adjustments, recalculate, and print the manual check. If payment is not made through ADP, the results of the calculation may be posted to the payroll as an adjustment.

**Benefits.** Generally, we will work with you and the insurance provider to define an enrollment process for haste or last-minute enrollments.



Medical and pharmacy eligibility information is typically transmitted electronically to benefits providers on a weekly basis. If an employee needs medical care before his or her eligibility is reflected in the provider's system, the employee may contact the service center. Benefits representatives can process an emergency eligibility update directly on the benefit provider's website or call the provider to request an emergency eligibility update.

**Screening and Selection Services.** Background Screening orders can be placed at any time, day or night, 24x7. Drug screening orders can be accomplished in many ways.

If OMNIA Partners supplies a list of your locations, eScreen matches each location to a collection site best suited to provide post-accident and reasonable suspicion collection. eScreen can also match sites for after-hours collection if necessary.

eScreen's toll-free telephone number is staffed with a collection coordinator 24x7. The referral coordinator takes the incoming call and locates a collector within the network of more than 10,000 collection sites and on-site collectors. Costs of collection are passed on to OMNIA Partners with no additional markup.

ADP can provide additional details regarding emergency support with further information from OMNIA Partners about specific service concerns.

**v. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting delivery timelines.**

As we are not delivering tangible goods, we will answer this in the context of delivering technology and service to our shared customers.

ADP implementation teams are focused on meeting agreed-upon time and budget plans. Approximately 95 percent of projects go live on time and within budget.

Our implementation resources ensure a smooth, successful transition so OMNIA Partners can begin experiencing the benefits of your ADP solution. Our implementation approach is differentiated by a number of factors, such as:

- *Expertise and industry best practice processes.* Our tenured, cross-functional implementation resources bring insight and expertise, tailoring best practice workflows and processes to meet your specific needs and business challenges. This ability to execute reduces time to implement and allows for real-time training.
- *Single point of accountability.* Your ADP project manager leads the implementation, so OMNIA Partners has a single point of accountability. We work internally to ensure your ADP solution, implementation, and ongoing services are aligned to deliver the highest quality experience.
- *Emphasis on program governance and quality management.* We ensure quality with a time-tested quality gate process at critical points during implementation and iterative modeling to prove the solution works.



- *Web-based tools help streamline the implementation process.* We use OMNIA Partners-specific data to model your future state. This process ensures solutions are designed with your specific future-state outcome in mind to minimize rework and model with relevant data.

Another unique ADP advantage is that, while many providers charge clients ongoing fees on Day 1, ***we do not charge for ongoing services until you are live in production*** and taking full advantage of your ADP solution. This is just one more example of the importance we place on providing the right solution for you and delivering what we promise.

Building and delivering an effective HCM strategy requires a strong partnership that extends beyond implementation and go-live. ADP supports you throughout the life of our contract relationship, working with you to define and implement a common vision of world-class HCM through insightful tools, best practice guides, and strategic support. You gain access to the leading database of HR performance metrics and HCM research to help you make the right decisions to optimize your workforce and deliver sustainable business impact.

**vi. Describe Offeror's ability to meet service and warranty needs.**

ADP's service levels are among the best in the industry. We ensure quality, price competitiveness, industry-standard (or better) performance, client support and responsiveness that exceeds other services offered within our industry.

We establish quantitative, appropriate performance standards for the services being delivered. These standards are established in partnership with each client to meet the organization's needs and expectations.

Services are billed as services are performed. If an error is made, ADP corrects the error (and possibly refunds the cost of the processing).

ADP will warrant that, during the term of the executed agreement, our contracted services will operate substantially in accordance with ADP's published documentation and/or specifications. Any additional warranties will need to be specifically negotiated.

**vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

**Service Delivery Team**

ADP delivers seamless support through a proactive, consultative approach to help drive OMNIA Partners' desired outcomes. The service team typically consists of:

- The client success executive serves as the contact for service delivery and business strategy across your ADP solutions.
- Functional experts/HCM service consultants serve as the contact for your inquiries/support and own issues through resolution.





- The HCM manager provides support for the service consultants, client success executive and internal ADP partners.
- Technical experts resolve applicable technical issues.

Your client success executive and assigned service consultant team are accountable for service delivery and your overall satisfaction. Your ADP team of functional experts/service consultants owns client inquiries and engages technical associates as needed to reach resolution.

ADP service associates average more than 10 years of industry experience, and approximately 60 percent of these associates have a specialty certification.

### Resolution Process

**Client support services.** Your team of ADP functional experts responds when you contact us via toll-free telephone (with IVR) or Service Connect (our online service tool).

The toll-free ADP support number is the same for all of your ADP services. Dynamic IVR menu options route your calls and connect you with the team of functional expert best suited to address your specific questions. Each inquiry is assessed by the functional expert, triaged for resolution and escalated as needed. Each functional expert has backup team members who are familiar with every account. The OMNIA Partners client service team owns the inquiry and routes it internally to the appropriate contact as required. This methodology provides the most efficient issue resolution.

**Service Connect.** Service Connect provides our clients with access to create, track and update service requests in ADP’s client relationship management (CRM) system. The receiving service team follows up on the request and posts updates as work progresses. You can access the Service Connect system from the service center or directly from your application.

The benefits of Service Connect include:

- No additional cost.
- Single site to manage all requests.
- Site accessibility 24x7.
- More secure with higher visibility than email.
- Updated status of open issues.
- No unnecessary follow-up calls.
- Open and closed service request queries.
- Ability to group users together for service request visibility.
- Ability to export query results to Excel, HTML or Rich Text Format.

**Hosting services.** ADP’s hosting center assumes the responsibility for managing and maintaining the application environment. If you experience problems connecting to the application, our specialists are available to provide direct assistance in resolving connectivity



issues. Once an application issue is reported, ADP's client service associates identify if the issue has been previously reported and its resolution status.

The ADP hosting services organization includes specialists in IT processing and support to ensure availability of the appropriate resources and skills our clients may need. Customization specialists can provide development and support resources for software changes (panels or interfaces). Engineers are dedicated to providing client systems with the best hardware and database performance, as well as the highest system uptime. These specialists monitor hardware functions, monitor and tune database performance and maintain network connectivity to the ADP-hosted systems.

**Additional support.** OMNIA Partners can access additional support via:

- *Support center.* View release information, online forms, package tracking, etc.
- *MyLearning@ADP.* Access training for beginner, intermediate and advanced users across ADP products and services.
- *ADP Research Institute.* Explore research on a variety of topics (HCM, health care reform, Employment Reports and the Workforce Index).
- *Eye on Washington.* Visit for data-driven insights focused on legislative updates and compliance.

## Support Hours

OMNIA Partners may use your toll-free ADP number for regular application and technical support Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. local time (exclusive of ADP holidays). After-hours support is available for urgent issues at no additional cost.

OMNIA Partners can submit service requests to your ADP team 24x7 through online Service Connect tool.

## Number of Services

ADP supports our full scope of HCM services with our service delivery model applicable to each HCM environment, including HR, payroll, workforce management, benefits administration and talent management. As described above, your client success executive and assigned service consultant team are accountable for service delivery and your overall satisfaction. Your ADP team comprises functional experts/service consultants for each service in scope for each OMNIA Partners organization. These consultants own client inquiries and engage technical associates as needed to reach resolution.

For OMNIA Partners members who prefer our business process outsourcing (BPO) service model, our core BPO service model must include managed payroll. Additional services can be leveraged, such as human capital management, workforce management, leave administration, applicant tracking, talent management and benefits administration.



**viii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

ADP invoices our clients monthly. Invoices are sent via hard copy and email to each client's designated contact, and digital invoicing is a client tool available through our support center. (Digital invoicing is enabled by our client support teams.) Clients have 30 days after the invoice date to make payments. Late fees apply to any past-due payments.

The itemized invoice displays monthly charges for services included in the client's solution. Monthly operational reports provide detailed information to support the invoices.

Various payment arrangements have been made to account for the differences between implementation and ongoing processing. These variations are negotiated during the contract process.

Several payment methods are available, including check, wire/ACH and direct debit of fees (ADP initiates the debit from the client's bank account). ADP does not accept credit card payments from our clients. Methods available depend on client-side and solution set requirements.

**ix. Describe Offeror's contract implementation/customer transition plan.**

Your ADP project manager designs a customized project plan based on your organization's unique needs with consideration for your desired timeline and your resource availability.

**ADP's Implementation Methodology**

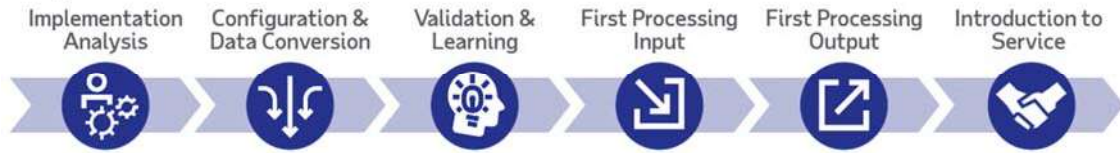
ADP's people, process and technology are designed to deliver a quality solution in a timely manner.

**People.** An ADP project manager is accountable for your implementation so you can effectively participate while managing your day-to-day business. All ADP project managers complete a thorough training curriculum inclusive of project management, best practices and business acumen instruction. These specialists with practical experience align with your project stakeholders to understand your organization; discuss best practices; and design, configure and validate your solution based on your unique requirements.

**Process.** ADP's structured implementation methodology is a step-by-step approach based on best practices gleaned from tens of thousands of implementations.



## Implementation Timeline



### Highlights of each implementation phase include:

- Implementation analysis. Presentation of project plan and customized training plan to all stakeholders.
  - Kick-off meeting.
  - Client interview.
  - Future meeting schedule
  - Training enrollment.
- Configuration and data conversion. Processes and tools to convert data quickly from a variety of sources, including stand-alone files and non-ADP environments.
  - Initial system setup.
  - Conversion of employee data.
  - Dual maintenance begins.
- Validation and learning. Solution delivery, including new hire transactional testing, parallel payroll and reporting/security review.
  - Validation of employee data.
  - New-hire data input.
  - Payroll testing.
  - Year-to-date and quarter-to-date balance extraction.
- First processing input. Project team support for first processing.
  - Solution goes live.
  - Preview, accept and finalize payroll.
- First processing output: Project team support for first processing.
  - Payroll output/reports review.
  - Billing activated.
- Introduction to service. Confirmation of your satisfaction and introduction to your dedicated service team.
  - Open items.
  - Additional training needs.
  - Service onboarding.
  - Introduction to online support center.

ADP can conduct an on-site visit for system review and customized training for payroll and core HR administration. Training is provided using OMNIA Partners' actual database. Data validation support is offered.

We also deliver buildout support for process automation, including:

- Portal content look and feel.
- Employee and manager self-service.



- New hire, termination and onboarding processes.

Following implementation (approximately three months after payroll goes live), we offer a **client utilization review** to assess executive priorities, deliver a self-service utilization report, identify and discuss opportunities for increased utilization and present any additional resource and support options.

**Technology.** ADP's highly engineered implementation methodology is built on an easy-to-use, highly innovative workflow tool — automating traditionally labor-intensive process steps, including security setup, data extraction and project plan maintenance.

ADP collects and converts your current employee data, typically in five business days or less, using technology to ensure a rapid and accurate data conversion.

x. ***Describe the financial condition of Offeror.***

With a history spanning 70 years, ADP is a financially sound, fiscally prudent organization with revenues in excess of approximately \$14.175 billion. ADP maintains strong credit ratings by Standard & Poor's (AA), Moody's (Aa3) and Dun & Bradstreet (5A2).

xi. ***Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.***

Not applicable to ADP's proposed solution, as we do not provide online order functionality as part of our HCM service model.

We would be happy to meet with OMNIA Partners to provide a hands-on experience and guide you through our solution and answer any questions you may have.

xii. ***Describe the Offeror's safety record.***

As an employer of choice, ADP makes health and safety a priority. Our associates benefit from a full suite of medical, dental, vision, spending account and prescription plans — as well as a variety of insurance and retirement preparation options. Our wellness programs, including personal health assessments and lifestyle coaching, mean our associates have wellness resources at their fingertips.

We also offer resources to ensure associates have a comfortable, healthy work environment, including: an ergonomic checklist, guidelines and a desk setup video.

ADP's safety teams work every day to create and maintain a safe working environment for our associates. Their efforts include developing general office safety, facility evacuation and incident investigation guidelines; delivering emergency preparedness plans; and communicating other safety-related policies (such as OSHA record keeping guidelines and inspection procedures).



These are just a few of the health and safety programs ADP delivers to our associates. If you require additional information regarding these programs, we can provide details as part of our finalist presentation to OMNIA Partners.

**xiii. Provide any additional information relevant to this section.**

**Consultative Partnership**

ADP provides consulting to our clients and prospective clients based on our own solution offerings. We have a team of subject-matter experts who can address our individual offerings from sales to implementation (and post go-live) to ensure that ADP's solution is meeting your members' needs.

Our HCM subject-matter experts guide you in driving vision alignment, organizational readiness and change management to set the stage for success. ADP Strategic Advisory Services is a group of HCM experts who bring practical experience and actionable advice to help guide your strategy and execution, including:

- Insights.** Leverage data analytics to engage in better decision support and forecasting.
- Readiness.** Understand the best practices to address health care reform and other regulatory activities.
- Strategy.** Provide suggested HCM best practices for technology and operational processes.
- Engagement.** Deepen your employees' satisfaction through compelling communications and education programs.

In addition, you will be able to identify best practices to address your critical business issues. These are re-evaluated with a strategic advisor from the Hackett Group who serves as part of your extended service team to help ensure you are focusing on your most pressing business needs. Please see **Attachment 3-b-xiii – ADP-The Hackett Group Fact Sheet** for further information on our best-practices partnership.

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

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**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**



Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Dana Fox Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES Dana Fox Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: ADP, Inc.

Address, City, State, and Zip Code: 5800 Windward Pkwy Alpharetta, GA 30005

Phone Number: 404-445-9529 Fax Number: N/A

Printed Name and Title of Authorized Representative: Dana Fox Vice President, Alliances

Email Address: dana.m.fox@adp.com

Signature of Authorized Representative: Dana Fox Date: August 20, 2020

## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

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

### **Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

### **Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

### **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as

supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of



the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the

Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules):

*Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.*

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**

\_\_\_\_\_  
**Signature of Contractor’s Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor’s Authorized Official**

\_\_\_\_\_  
**Date**

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

#### 12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency

officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name:

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Address, City, State, and Zip Code:

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number:

\_\_\_\_\_

Printed Name and Title of Authorized

Representative: \_\_\_\_\_

Email Address:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date:

\_\_\_\_\_



DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** ADP, Inc.

**Street:** 5800 Windward Pkwy

**City, State, Zip Code:** Alpharetta, GA 30005

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

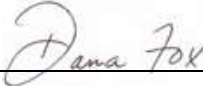
I Dana Fox, an authorized representative of ADP, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
None.		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

August 20, 2020  
**Date**

 Vice President, Alliances  
**Authorized Signature and Title**

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: ADP, Inc.

Street: 5800 Windward Pkwy

City, State, Zip Code: Alpharetta, GA 30005

State of Georgia

County of Fulton

I, Dana Fox of the Jupiter

Name City in the County of Palm Beach, State of Florida

of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, Alliances of the firm of ADP, Inc. Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ADP, Inc. Company Name

Dana Fox Vice President, Alliances Authorized Signature & Title

Subscribed and sworn before me

this day of , 20

Notary Public of

My commission expires , 20

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** ADP, Inc.  
**Street:** 5800 Windward Pkwy  
**City, State, Zip Code:** Alpharetta, GA 30005

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
- 2. A photo copy of their Certificate of Employee Information Report X  
  
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

August 20, 2020  
**Date**

 Vice President, Alliances  
**Authorized Signature and Title**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

---

Signature of Procurement Agent

Certification 829

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2018** to **15-NOV-2021**



**AUTOMATIC DATA PROCESSING, LLC  
ONE ADP BOULEVARD  
ROSELAND  
NJ 07068**

*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO  
State Treasurer**

## DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

F.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

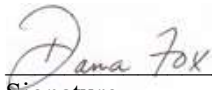
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	ADP, Inc.		
Address:	5800 Windward Pkwy		
City:	Alpharetta	State: GA	Zip: 30005

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Dana Fox

Printed Name

Vice President, Alliances

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

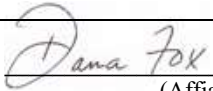
Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	 _____ (Affiant)
(Notary Public)	Dana M. Fox Vice President, Alliances _____ (Print name & title of affiant)
My Commission expires:	(Corporate Seal)

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252



TAXPAYER NAME:  
ADP, INC.

TAXPAYER IDENTIFICATION#:  
133-036-745/000

ADDRESS:  
1950 HASSELL RD  
HOFFMAN EST, IL 60195

EFFECTIVE DATE:  
01/15/71  
FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:  
0058789

ISSUANCE DATE:  
08/27/04



*John S. Tudy*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

0000037  
State of New Jersey  
Department of The Treasury  
Division of Revenue  
PO Box 252  
Trenton NJ 08646-0252

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
TRENTON, NJ  
Permit No. 21

ADP, INC.  
1 ADP BLVD MAIL STOP B340  
ROSELAND NJ 07068

# World-Class Human Capital Management

## ADP's Unified HCM Solution Partners with The Hackett Group's Insightful Expertise

Navigating the complex demands of your business can monopolize your time and hinder your ability to concentrate on strategies like organizational growth. With ADP's comprehensive HCM platform, you get the help of cutting-edge technology and integrated solutions to streamline processes, minimize risk and simplify tasks so you can shift your focus to your core business needs. For even more benefits, ADP's partnership with The Hackett Group delivers a Best Practice Program, offering the opportunity to pair ADP's superior technology with The Hackett Group's world-class expertise to help propel your organization to new heights.

### Where are you on the journey to world-class?



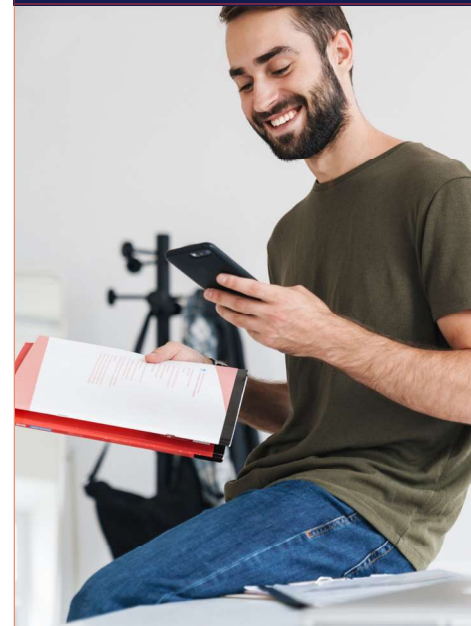
Companies defined as 'world-class' have **63 percent fewer** data management errors.



World-class organizations experience **42 percent fewer** compensation transaction errors.



World-class organizations experience **63 percent fewer** payroll administration errors.



# Improve HCM Performance and Monitor the Efficiency and Effectiveness of Your Operations

The Best Practice Program was created to help you build and pursue an action plan to enable growth from where you are today to where you want to be in a year, and beyond. Together, ADP® and The Hackett Group bring insight, tools and technology to help guide your strategy and execution. **Get ready to:**

- **Gain** third-party perspective and expertise to validate your strategy, set objectives and optimize your solution.
- **Benchmark** performance against a defined set of HCM best practices to guide the path toward world class.\*
- **Align** best practices with your business goals and define priorities based on objective assessments of potential impact and achievability.\*
- **Assess** your progress against organizational objectives and identify which areas to address next.\*
- **Accelerate** value realization through insight and a structured approach for optimizing your HCM solution.

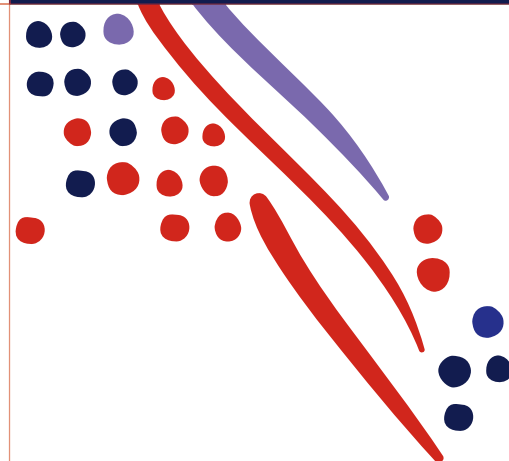
With ADP and The Hackett Group, you get proven expertise, process excellence and technology innovation paired with an unparalleled knowledge base of HCM best practices, benchmarking metrics and business intelligence – to help set you on the course toward raising the bar of your company's HCM strategy to world-class status.

To learn more, visit [adp.com](https://adp.com)  
or call us at 1-800-225-5237.  
For more information, contact:

DSM Name	DSM Email	DSM Phone
----------	-----------	-----------

## What World Class Looks Like:<sup>1</sup>

- World-class companies involve HR in their business strategy development and ensure that HR's goals help drive that strategy.
- World-class organizations develop forward-thinking strategies and create accountability for what's most important today.
- World-class HR includes a comprehensive roadmap to meet its process and data needs across the HR domains, in service to the HR and enterprise strategies.



Source: 1. The Hackett Group Human Resources Benchmark, 2019.

\*Assuming completion of the HCM best practice exercise.

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The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT

Currency: Shown in USD unless otherwise indicated 

**AUTOMATIC DATA PROCESSING, INC.**

Trade Names: ADP

**ACTIVE** **HEADQUARTERS**

**D-U-N-S** 00-191-5172

**Number:**

**Company:** AUTOMATIC DATA PROCESSING, INC.

**D&B Address**

**Address:** 1 ADP BLVD  
ROSELAND, NJ, US - 07068

**Location** HEADQUARTERS

**Type:**

**Phone:** 973-974-5000

**Fax:**

**Web:** [www.adp.com](http://www.adp.com)

**Added to Portfolio:** 03/21/2007

**Endorsement:** Hanna.lockman@adp.com

**Last View Date:** 08/09/2019

**Company Summary**

**SCORE BAR**

**PAYDEX®**



**65**

Paying 19 days past due

<b>Commercial Credit Score Percentile</b>	↓	<b>64</b>	Low to Moderate Risk of severe payment delinquency.
<b>Financial Stress Score National Percentile</b>	↓	<b>67</b>	Moderate Risk of severe financial stress.
<b>D&amp;B Viability Rating</b>		<div style="display: flex; justify-content: center; gap: 5px;"> <div style="background-color: #28a745; padding: 2px 5px; border: 1px solid #ccc;">1</div> <div style="background-color: #ffc107; padding: 2px 5px; border: 1px solid #ccc;">5</div> <div style="background-color: #28a745; padding: 2px 5px; border: 1px solid #ccc;">A</div> <div style="background-color: #17a2b8; padding: 2px 5px; border: 1px solid #ccc;">A</div> </div>	<a href="#">View More Details</a>
<b>Bankruptcy Found</b>		N	
<b>D&amp;B Rating</b>		<b>5A2</b>	5A indicates 50 million and over, Credit appraisal of 2 is good

### D&B VIABILITY RATING SUMMARY

<p><b>Viability Score</b>  <b>Viability Score : 1</b>          Low Risk:1 ; High Risk:9</p> <p><b>Data Depth Indicator</b>  <b>Data Depth Indicator : A</b>          Predictive:A ; Descriptive:G</p>	<p><b>Portfolio Comparison</b>  <b>Portfolio Comparison : 5</b>          Low Risk:1 ; High Risk:9</p> <p><b>Company Profile:</b></p> <div style="background-color: #17a2b8; color: white; padding: 5px; text-align: center; margin-bottom: 5px;">A</div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Financial Data</th> <th style="text-align: left;">Trade Payments</th> <th style="text-align: left;">Company Size</th> <th style="text-align: left;">Years in Business</th> </tr> </thead> <tbody> <tr> <td>Available</td> <td>Available (3+Trade)</td> <td>Large</td> <td>Established</td> </tr> </tbody> </table>	Financial Data	Trade Payments	Company Size	Years in Business	Available	Available (3+Trade)	Large	Established
Financial Data	Trade Payments	Company Size	Years in Business						
Available	Available (3+Trade)	Large	Established						

### DETAILED TRADE RISK INSIGHT™

**3 months** from Jun-19 to Aug-19

**Days Beyond Terms Past 3 months: 8 Days**

**Days Beyond Terms Past 3 months : 8**

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **534** payment experiences reported from **52** companies.

### D&B COMPANY OVERVIEW

**This is a headquarters location**



<b>Branch(es) or Division(s) exist</b>	<b>Gross Revenue</b>	<b>Chief Executive</b>
Y	13325800000	JOHN P JONES, CHB+
<b>Age (Year Started)</b>	<b>Employees</b>	<b>History Status</b>
70 years (1949)	57000 (1500 Here)	CLEAR
	<b>Mailing Address</b>	
	PO BOX 34	
<b>Net Worth</b>	Roseland ,NJ	<b>Financing</b>
3459600000	07068	SECURED
<b>Financial Condition</b>	<b>Stock Symbol</b>	<b>SIC</b>
GOOD	ADP	<u>7374</u>
<b>Line of business</b>	<b>NAICS</b>	
Data processing/preparation	<u>518210</u>	

**PAYDEX® TREND CHART**

**STOCK PERFORMANCE**

**ADP 168.53 -1.8 ↓ (-1.06%)**

Previous Close: 170.33      Volume: 1,371,618.00

Daily High: 169.95      Daily Low: 166.42

52-Week High: 172      52-Week Low: 121.41

P/E: 46.2967      Market Cap: 73,171,384,000

EPS: 3.65      Div/Yield: 1.88

**FIRSTRAIN COMPANY NEWS**

Powered By FirstRain

United States: "Don't Drive Angry!" It Isn't Groundhog Day, But Another Court Upholds Adp's Restrictive Covenants Mondaq Aug 8, 2019  
 Google Inc.

Davy Asset Management Ltd Purchases New Holdings in Automatic Data Processing (NASDAQ:ADP) Tech Know Bits Aug 7, 2019  
 Google Inc.

**Automatic Data Processing declares \$0.79 dividend**  
Seeking Alpha Aug 7, 2019  
Google Inc.

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**ADP Declares Regular Quarterly Dividend** Automatic  
Data Processing, Inc. Aug 7, 2019  
Google Inc.

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**NN Investment Partners Holdings N.V. Has \$13.16  
Million Stock Position in Automatic Data Processing  
(NASDAQ:ADP)** Tech Know Bits Aug 6, 2019  
Google Inc.

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**Hedge fund owner cashes in on UTC, abandons  
opposition to Raytheon deal** The Courant Aug 6, 2019  
Google Inc.

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**Pershing Square Holdings Exits United Technologies  
and ADP** Morningstar Aug 6, 2019  
Google Inc.

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**Ackman's Pershing Square exited ADP and UTX  
investments: source** Reuters Aug 5, 2019  
Google Inc.

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**Bill Ackman's fund sells stakes in United  
Technologies and ADP** Financial Times Aug 5, 2019  
Google Inc.

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**Arizona State Retirement System Boosts Stake in  
Automatic Data Processing (NASDAQ:ADP)** Tech  
Know Bits Aug 5, 2019  
Google Inc.

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**ADP Keeps Moving Forward After a Transformational  
Year** Nasdaq Aug 3, 2019  
Google Inc.

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**U.S. added 164,000 jobs in July, while unemployment  
remained at 3.7%** One News Page Ltd Aug 2, 2019  
Google Inc.

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**Legacy Advisors LLC Sells 325 Shares of Automatic  
Data Processing (NASDAQ:ADP)** Tech Know Bits Aug 1,  
2019  
Google Inc.

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**Automatic Data Reaps the Benefits of Transformation  
Initiatives** Motley Fool Aug 1, 2019  
Google Inc.

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**Automatic Data Processing, Inc. 2019 Q4 - Results -  
Earnings Call Slides** Seeking Alpha Jul 31, 2019  
Google Inc.

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**Voya Financial Announces Agreement With ADP to  
Provide Integrated Employee Benefits Solutions**  
Investor Point Jul 31, 2019  
Google Inc.

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**U.S. companies added 156,000 jobs in July** USA  
TODAY Jul 31, 2019  
Google Inc.

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**ADP Will Close Owings Mills Office, Lay Off 123  
People** citybizlist Jul 30, 2019  
Google Inc.

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**Automatic Data Processing \$ADP Technical Update**  
Stock Traders Daily Jul 29, 2019  
Google Inc.

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**See Which Of The Latest 13F Filers Holds Automatic  
Data Processing** Nasdaq Jul 29, 2019  
Google Inc.

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**Automatic Data Processing (ADP) Scheduled to Post  
Quarterly Earnings on Wednesday** Tech Know Bits Jul 29,  
2019  
Google Inc.

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**JGP Wealth Management LLC Has \$4.23 Million  
Stock Holdings in Automatic Data Processing  
(NASDAQ:ADP)** MR Modern Readers Jul 28, 2019  
Google Inc.

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**Town & Country Bank & Trust CO dba First Bankers  
Trust CO Sells 380 Shares of Automatic Data  
Processing (NASDAQ:ADP)** The Olympia Report Jul 27,  
2019

2019  
Google Inc.

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**French airports group ADP CEO - sometimes state shareholding can be hindrance** Reuters Jul 26, 2019  
Google Inc.

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**GHP Recruits Three Board Members for Teach for America ? New Jersey** Hunt Scanlon Media Jul 24, 2019  
Google Inc.

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**Analyzing Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN)** Tech Know Bits Jul 21, 2019  
Google Inc.

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**Cognizant appoints Sandra Wijnberg to Board of Directors** Money Control Jul 19, 2019  
Google Inc.

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**NelsonHall and Everest Group Name ADP a Leader in Recruitment Process Outsourcing (RPO)** Automatic Data Processing, Inc. Jul 19, 2019  
Google Inc.

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**Paycom Is Too Rich For My Blood** Seeking Alpha Jul 15, 2019  
Google Inc.

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**Comparing Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN)** Tech Know Bits Jul 13, 2019  
Google Inc.

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**ADP sign raised at Allentown's Five City Center; employees move in Monday** The Morning Call Jul 12, 2019  
Google Inc.

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**Fantasy Football: 5 burning questions in the AFC North** PhoenixvilleNews.com Jul 11, 2019  
Google Inc.

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**Ethiopia's TPLF party demands clarity on 2020 elections, blasts ADP over 'coup'** Africa News Jul 11, 2019  
Google Inc.

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**Automatic Data Processing (NASDAQ:ADP) Expected to Announce Quarterly Sales of \$3.50 Billion** Tech Know Bits Jul 11, 2019  
Google Inc.

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**Automatic Data Processing \$ADP Technical Update** Stock Traders Daily Jul 10, 2019  
Google Inc.

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**Altfest L J & Co. Inc. Acquires Shares of 1,345 Automatic Data Processing (NASDAQ:ADP)** Tech Know Bits Jul 9, 2019  
Google Inc.

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**ADP teams with CountingWorks Pro on marketing library for accountants and tax pros** Accounting Today Jul 9, 2019  
Google Inc.

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**CLA signs agreement for ganja pilot project in Accompong** Jamaica Observer Jul 9, 2019  
Google Inc.

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**ADP vs. Paychex: Comparing Key Metrics For The Two Largest Payroll** Nasdaq Jul 9, 2019  
Google Inc.

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**Meiji Yasuda Life Insurance Co Has \$695,000 Stock Position in Automatic Data Processing (NASDAQ:ADP)** Tech Know Bits Jul 8, 2019  
Google Inc.

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**ADP, City's Payroll Vendor, Issues Statement on Paycheck Failure** City of New Orleans Jul 5, 2019  
Google Inc.

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**City Issues Statement on Delayed Payroll for Some Employees** City of New Orleans Jul 5, 2019  
Google Inc.

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**Youths accessing online jobs through Ajira Digital Program** Kenya News Agency Jul 5, 2019

**Survey: Companies add fewest jobs in 9 years in May**  
 WN - WorldNews Jul 4, 2019  
 Google Inc.

**The President & CEO of Automatic Data Processing (ADP) is Buying Shares** Smarter Analyst Jul 3, 2019  
 Google Inc.

**TREASURIES-Record low euro zone yields drive down U.S. yields** Reuters Jul 3, 2019  
 Google Inc.

**US private sector employment up 102K in June, says ADP** InvestEgate Jul 3, 2019  
 Google Inc.

**Buy Calls to Bet on New ADP Highs** Schaeffers Research Jul 3, 2019  
 Google Inc.

**Survey: Modest job gains in June hint at slowing economy** WN - WorldNews Jul 3, 2019  
 Google Inc.

**Contrasting Automatic Data Processing (NASDAQ:ADP) and Marin Software (NASDAQ:MRIN)** MR Modern Readers Jul 3, 2019  
 Google Inc.

**PUBLIC FILINGS**

The following data includes both open and closed filings found in D&B's database on this company.

<b>Record Type</b>	<b>Number of Records</b>	<b>Most Recent Filing Date</b>
Bankruptcies	0	---
Judgments	5	06/26/2014
Liens	30	07/19/2019
Suits	5	07/17/2019
UCCs	1362	06/25/2019

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

**Predictive Scores**

**D&B VIABILITY RATING SUMMARY**

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

**Viability Score**  
**Compared to All US Businesses within the D&B Database:**

**Portfolio Comparison**  
**Compared to All US Businesses within the same MODEL SEGMENT:**

- Level of Risk: **Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1**: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

### Data Depth Indicator

#### Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

#### Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

### Company Profile:

#### Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

A			
Financial Data	Trade Payments	Company Size	Years in Business
Available	Available: 3+Trade	Large	Established

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The software and information ("Services") accessed herein were developed exclusively at private expense, and are proprietary to Dun & Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted works, trade secrets, or other materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.S. Federal Government, the Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are comprised of Technical Data, Computer Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and DFAR 252.227-13.

Customer's rights to use the Services are as described in the government contract signed between D&B and the Government

Under no circumstances will the Customer accessing the Services have greater rights in the Services provided hereunder than "Limited Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted Rights" as that term is defined in FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

# Supplier Diversity @ ADP



## POLICY STATEMENT

Diverse suppliers will have an equal opportunity to be included in ADP's strategic sourcing and procurement process. Companies that seek to do business with ADP must demonstrate the ability to add value and provide high-quality goods and services that are competitively priced, reliable and aligned with our superior level of service.

## SUPPLIER DIVERSITY at ADP

The primary goal of this initiative is to proactively identify, build relationships with and purchase goods and services from minority, women, veteran-owned and other qualified diverse enterprises. We strive to partner with businesses that reflect the local and global markets we serve, while obtaining the highest level of quality goods and services for our clients.

Basic Reporting in the ADP Supplier Diversity Program include:

- Quarterly and annual status reports to internal executive management
- Reports as required by external clients and organizations
- Reports from our prime suppliers to provide Tier II spend on a quarterly basis in
- accordance with established requirements and procedures

Evidence of ADP's Diversity Efforts:

The ADP Supplier Diversity Program targets spend with businesses certified as 51% owned, operated and controlled by diverse business enterprises. Spend is verified by an outside third party agency.

To help ensure that our bidding opportunities reach eligible diverse business enterprises, ADP works in conjunction with the following organizations and councils:

- National Minority Supplier Development Council (NMSDC)
- Women's Business Enterprise National Council (WBENC)
- United States Hispanic Chamber of Commerce (USHCC)
- National Gay and Lesbian Chamber of Commerce (NGLCC)
- Disability:IN



## INCLUSIVE GROUPS

A “diverse business enterprise” is defined as a company that is at least fifty-one (51%) owned, operated and controlled by a women, minority, veteran or LGBT business as follows:

- Minority Business Enterprises (“MBE”) consists of:
  - African American
  - Asian
  - Asian Indian
  - Asian Pacific
  - Hispanic American and
  - Native American
- Women Business Enterprises (“WBE”)
- LGBT Business Enterprises (“LGBTBE’s”)
- Veteran Business Enterprise (“VBE”)
- Service, Disabled Veterans Business Enterprises (SDVBE)
- Disability Owned Business Enterprises (DOBE)
- Other inclusive diverse business enterprises that are acknowledge by the Small Business Administration (“SBA”) and ADP include the following:
  - Disadvantaged Business Enterprises (DBE)
  - Small Business Administration Program (SBA)
  - Small Disadvantaged Business Enterprises (SDA)
  - Small Business Enterprises (SBE)

## PROGRAM REQUIREMENTS

To qualify for doing business with ADP under the supplier diversity program, a company must be certified as a diverse business enterprise by a third party organization that is acceptable to ADP.

## ACCEPTABLE THIRD-PARTY CERTIFICATION AGENCIES:

- National Minority Supplier Development Council (“NMSDC”), and local affiliates
- Women’s Business Enterprise National Council (“WBENC”), and local affiliates
- National Gay and Lesbian Chamber of Commerce (“NGLCC”)

- Veterans Administration ("VA")
- Small Business Administration ("SBA")
- Other municipal and state certifying agencies

## CORE PROGRAM COMPONENTS

- Tier I Program – Purchasing goods and services directly from diverse business enterprises.
- Tier II Program -- Working with ADP prime suppliers to achieve supplier diversity at multi-tiered levels within the supply chain.
- Objective Measurements -- Establishing and meeting company and departmental goals and objectives that support our overall diversity strategy
- Tracking and Reporting -- Monitoring and reporting our progress toward achieving our supplier diversity goals and objectives with a strong emphasis on continuous improvement.
- Training and Education -- Ensuring that associates with purchasing authority throughout our organization understand ADP's supplier diversity principal components and commitment.
- External Outreach Activities -- Seeking diverse suppliers through active involvement with women and minority development organizations and outreach within the supplier diversity community.
- Communications – Engaging and educating associates, management, suppliers and the general public on our supplier diversity program, policies and achievements.
- Awards Program and Recognition -- Rewarding the hard work and outstanding efforts of our associates, suppliers and organizational partners.

We will measure our success based on our ability to attain and exceed in these primary focus areas.

ADP was recognized in Diversity Inc's Top 50 Companies 2011-2018.

Should you have additional questions, please see the contact information below.

Laurinda Thomas  
Director of Supplier Diversity  
Laurinda.Thomas@ADP.com

Aniyah McNeal  
Procurement Analyst  
Aniyah.Mcneal@ADP.com



**OMNIA Partners/ADP**  
**Contract #: R151901**

Managed Business/Operational  
Services & Solutions  
Contract period: **May 1, 2016 –**  
**April 30, 2021**

**Contract highlights**

- Human capital management (HCM)
- Payroll processing and payment administration
- Talent solutions
- Time and labor management
- Benefits administration
- Change management services
- Retirement services and solutions
- Health Care Reform management
- Position management
- Tax and compliance

## ADP and OMNIA Partners for Government/Education

Region 4 Education Service Center has awarded a cooperative purchasing agreement for Managed Business/Operational Services and Solutions to ADP. This competitively solicited and publicly awarded contract is available to agencies nationwide via OMNIA Partners.

### About OMNIA Partners

OMNIA Partners, Public Sector is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as a lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals.

### ADP

Your human capital management (HCM) strategy is a key component in transforming how great work gets done to meet your organizational goals. As one of the world's largest and most experienced HR providers, ADP offers the most comprehensive portfolio of HCM services, technology and expertise to help you build and engage the team that you need to succeed. From basic payroll, benefits and record keeping to complex tools for talent management, compensation and succession planning, it's all here. You can concentrate on what your organization does best, while we help tackle the complexity of HR.

For more information visit [adp.com/GovEd](http://adp.com/GovEd),  
and for all contract documentation, visit  
[omniapartners.com/publicsector](http://omniapartners.com/publicsector).



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## Contact information

**ADP website**  
adp.com/GovEd

**For more information, please contact:**

**Joe Moyer**  
Vice President, Vertical Solutions  
Phone: 847-747-0930  
Email: joe.moyer@adp.com

**Dana Fox**  
Vice President, Alliances  
Phone: 404-445-9529  
Email: dana.m.fox@adp.com

For more information and all contract documentation, visit [omniapartners.com/publicsector](https://omniapartners.com/publicsector)

## Benefiting public and private schools, colleges and universities, cities, counties and all government entities.

Stay ahead of change and build an employee-centric workplace that supports your organizational growth by putting our core capabilities to work for you:

### Technology

Have the power and flexibility you need to focus on the bigger picture and move forward, equipped with the right platform that's integrated, automated and optimized.

### Risk management

Get access to professionals with unparalleled experience when handling complex regulatory and compliance changes.

### Talent and employee engagement

Turn your people's natural talent into extraordinary performance with a full talent suite that can help engage your employees from onboarding through retirement. Reliably measure employee engagement in real time and increase it with our impactful employee engagement tool.

### Expertise

Meet your unique service requirements with a dedicated team that has expertise, flexibility and total commitment to your organization.

### Data insights

Put your people data to work for you and turn workforce insights into positive change for your employees and the whole organization.



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## How can my agency become a participant?

1. Go to [omniapartners.com](https://omniapartners.com)
2. Click the register button on the top right side of the screen
3. Complete the requested information and submit

# ADP SmartCompliance<sup>®</sup>

## ADP Health Compliance for Government and Educational Organizations



### Reduce risk for your government/education agency by addressing Affordable Care Act complexities

Since 2015, employers in the public and private sector have utilized ADP Health Compliance for furnishing Forms 1095-C to their employees as well as transmitting Forms 1094-C/1095-C to the IRS to meet ACA IRS reporting requirements.

IRS furnishing and filing requirements are just a start, with much more at stake under the ACA law: meeting Employer Shared Responsibility measures (Internal Revenue Code Section 4980H(a) and (b)) as well as meeting the IRS furnishing and filing requirements in a timely manner with correct and complete information (Internal Revenue Code Sections 6055 and 6056).

ADP Health Compliance is an award-winning, robust solution that can not only provide for the filing and furnishing requirements of today for the ACA, but also place employers in a positive position against potential future IRS penalty notices.

### Data

Data problems can drive inaccuracies in employers' calculations, Forms 1094-C/1095-C, and IRS transmissions, may ultimately result in IRS penalties and other compliance issues.

- ADP Health Compliance **aggregates 172 data points** into ACA Eligibility and Affordability calculations to accurately populate Forms 1094-C/1095-C from various systems and platforms into one ADP Health Compliance solution.
- Our **data conditions review, calculations and summary review processes** are designed to catch potential data conditions before they become larger compliance issues and errors on Forms 1094-C/1095-C, triggering IRS penalty notices for non-compliance with Internal Revenue Code Sections 4980H(a), 4980H(b), 6055 and/or 6056.

### Business Intelligence and Calculations

Based on an employer's data, four distinct calculations take place to provide visibility into data used for various purposes throughout their organization and how actions impact ACA compliance.

- **ACA Eligibility calculations** to determine an employee's full-time or part-time status based on ACA rules and assisting employers to determine who should and should not be offered benefits to avoid penalties.
- **Affordability calculations** to determine values for Forms 1095-C generation, safe harbors to be used in IRS filing information and to provide proof of lowest-cost plans, comparison to employee compensation and other benefits/credits offered as part of an employee's health benefits package.
- **ACA IRS Forms 1094-C/1095-C generation** to illustrate the impact of health plans offered and selected, employee status and what and how Forms 1095-C and 1094-C will reflect business decisions and supporting system of record data. This includes tools to address code combinations as determined by the IRS Forms instructions, and the ability to drill down on Minimum Essential Coverage (MEC) to determine if a particular FEIN does or does not meet the required 95% threshold and why.
- **State Reporting requirements** are evolving and utilize the same data used for ACA IRS Forms 1094-C/1095-C. New Jersey, Washington DC, California and Rhode Island are requiring employers to report health coverage information on employees who are residents of these states. This is not based on work location, and requires forms to be generated for employees and electronic transmission of filing data to states. Our award-winning solution has the data, intelligence and capability to help you meet the evolving state reporting requirements.

**OMNIA**<sup>®</sup>  
PARTNERS

**ADP**<sup>®</sup>  
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## Trusted ACA Partnership for Government and Educational Organizations

Government and education agencies need a partner with deep expertise to manage complex health coverage requirements, handle IRS and new state employer reporting, and help protect their organizations from potential penalties.

*"I rest more easily at night knowing we have a service provider that has the capacity to be the expert that we know we can't be. We know our system, and we know our HR data. Our expertise in that, combined with ADP's experience in the law, has really built a great process with a great outcome."*

### Mary Beth Short

Payroll, Benefits, Retirement, and Safety and Claims Operations Division Director, King County

### OMNIA Partner Contract # R151901

Managed Business/Operational Service and Solutions. Contract Period: May 1, 2016 to April 30, 2021.

This contract has been competitively solicited and publicly awarded with no need to go through a costly and time-consuming solicitation process. It has already been done for you! Available to state and local government entities and educational institutions in all 50 states.



The **BIG Innovation Awards** recognize those organizations and people who bring new ideas to life. Whether that idea is **big** or small, these ideas change the way we experience the world. Unlike other

programs, nominations are judged by recognizable leaders, not editors or writers with limited business experience.

Dana Fox  
404-445-9529  
dana.m.fox@adp.com



## Exchange and ACA IRS Penalty Management

ADP provides a robust team, approach and solution to assist organizations with Employer Shared Responsibility (ESR) and potential ESR Payment (ESRP) assessments that could cost employers millions.

- **Research employees** and offers of coverage in question
- **Provide updated data** to employers to assist with responses to dispute proposed ESRP amounts
- **Produce updated data and templates** to employers to assist employers with return packages in response to IRS Penalty Notices

### ADP Health Compliance Comprehensive Services include:

- Dedicated service organization & assigned Account Manager
- Notice to Employees of Coverage Options
- ACA Eligibility, Affordability & Forms 1094-C/1095-C calculations and monthly reviews
- Generation, furnishing (print & mail) and electronic filing of IRS Forms 1094-C and 1095-C, as well as reprints & retransmission
- Exchange and ACA IRS Penalty Management
- Inclusive pricing of all print, mailing, transmission, reprint and retransmission activities

<p><b>Technology &amp; Intelligence</b></p> <ul style="list-style-type: none"> <li>Leverage next-gen technology solutions to analyze and automate data for compliance accuracy and visibility</li> <li>Proactively determine and surface potential penalty scenarios and data anomalies at time of import</li> </ul>	<p><b>Focused Specialists</b></p> <ul style="list-style-type: none"> <li>Staying current with regulations, strategic, tenured and experienced associates</li> <li>Dedicated team to monitor and interpret regulations and trends from federal (ex. IRS) and state agencies</li> </ul>	<p><b>Guidance &amp; Insights</b></p> <ul style="list-style-type: none"> <li>Monthly reviews &amp; analysis include comprehensive comparison of data and forms</li> <li>IRS Penalty Notice timely research &amp; reviews for best mitigation options</li> </ul>
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Tackle data conditions and technology challenges to help you avoid significant business costs.

Expert specialists dedicated to proactively streamline your ACA compliance strategy so your team can have peace-of-mind.

Intuitive and easy processes to relieve you of complex and challenging ACA activities that can impact penalty exposure.

For more information about ADP Health Compliance, or to schedule a live demo visit [adp.com/GovEd](http://adp.com/GovEd) or call (855) 237-4236.

**About OMNIA Partners:** OMNIA Partners, Public Sector is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as a lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals. All contract documentation is available on [omniapartners.com/publicsector](http://omniapartners.com/publicsector).

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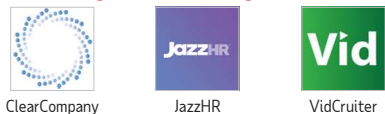
# Build a stronger, better government/ educational organization

Today's increasingly competitive environment, mandated policies and regulations and uncertain budgets present many challenges and opportunities for government and educational organizations. Here are some of the ways ADP Workforce Now® and ADP Marketplace can help free up more of your time, so you can focus on managing your workforce.

## ADP Marketplace

Build your integrated HCM ecosystem with a collection of highly rated ADP® and third-party HR solutions that seamlessly and securely share data with your ADP platform.

### Recruiting and onboarding:



### Financial wellness:



### Compensation management:



### Performance: Time and labor management: Rewards and recognition:



### Learning management:



## OMNIA Partners/ADP Contract # R151901

Managed Business/Operational Service and Solutions Contract Period: May 1, 2016 to April 30, 2021.

This contract has been competitively solicited and publicly awarded with no need to go through a costly and time-consuming solicitation process. It has already been done for you! Available to state and local government entities and educational institutions in all 50 states. All contract documentation is available on [omniapartners.com/publicsector](http://omniapartners.com/publicsector).

## 1 Accessing real-time, cohesive, usable data

Data analysis is critical for HR workforce planning and ensuring government and educational organizations are recruiting the best and the brightest, while being as inclusive as possible. Government organizations can use people analytics to report employee retention and analyze data to prepare for impending retirements.

**Did you know?** Only two percent of public sector respondents have a fully integrated HR cloud platform and 32 percent said they have no system at all.<sup>1</sup>

### How ADP can help

- **Workforce insights:** Unlock a deeper understanding of your workforce by revealing potential issues, patterns and trends in performance, turnover, engagement and compensation, and generating data for compliance initiatives
- **HR recordkeeping:** Track, maintain and report on required compliance data down to the individual employee level. Stay in control from HR to payroll for employer-related compliance administration
- **HR guidance:** Compliance specialists help you stay on top of compliance obligations by providing health care reform guidance, legislation monitoring and EPL insurance to help you mitigate potential financial exposure for covered employee claims and lawsuits

## 2 Keeping up with the pace of technological advancement

It's a struggle to keep up with evolving technological needs and workforce expectations in both government and educational settings. But failure to invest in secure, agile systems can result in significant cost and resource losses and leave you open to the risk of cyber attacks.

**Did you know?** 77 percent of public sector organizations indicated that their core HR technologies are only fair or inadequate to meet the needs of their full-time employees, yet 33 percent of public sector respondents indicate that they are currently using a cloud-based HR system.<sup>1</sup>

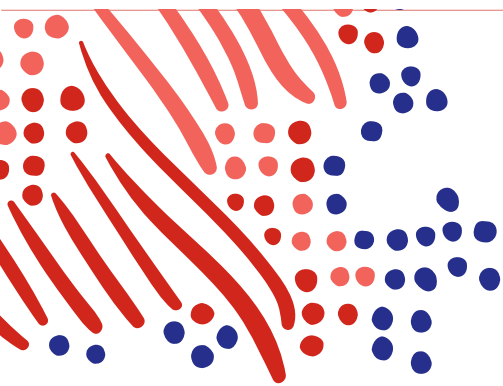
### How ADP can help

- **All-in-one solution:** Transform the way work gets done with ADP's single, secure system that helps create a seamless experience across the

"If you're considering ADP, I highly recommend it. They provide stability and constant enhancement, so their products are always getting better. It's seamless from the user standpoint — everything you need goes on behind-the-scenes, and you have great support with the product. It's highly integrated, it talks to the other providers that you have, and it's an amazing system."

**Chuck Fimble**

Chief Talent Officer,  
KIPP Houston



organization, from employees to managers and practitioners. Reduce manual and administrative tasks, so you can focus on increasing productivity and boosting financial outcomes

- **Industry-leading technology:** Assistance with payroll, compliance, risk management, benefits administration and recruiting provides customized guidance without increasing vendors or headcount
- **Mobile app:** Provide people with anytime, anywhere access to their payroll, tax, benefits, timecards, paid time off, financial wellness and other information so they can view and take action at their convenience. It's one of the most downloaded free business apps in the Apple® App Store® and the most downloaded app for HCM<sup>2</sup>

**3 Attracting, engaging and retaining top talent**

Baby Boomers are retiring and there simply aren't enough skilled workers to fill positions they're leaving. With record-low unemployment rates and technical skill shortages, recruiting the right talent has become more difficult for the public sector. Organizations need to think of new ways to access talent.

**Did you know?** Only one percent of public sector respondents believe their organization has best-in-class processes and technology to help attract the best talent.<sup>3</sup> Additionally, there are five times as many people over the age of 60 than under the age of 30.<sup>4</sup>

**How ADP can help**

- **Recruitment, screening and selection:** Amplify your company culture and talent opportunities with a market-leading hiring process. Avoid costly mistakes with screening and selection tools and practices that ensure your new hire is the best hire
- **Grow and retain top performers:** Turn exceptional new hires into stellar performers with performance management tools and retain them with the right pay with support from compensation management features. Reliably measure and increase your people's engagement in real time with an impactful employee engagement tool
- **Time and labor management:** Boost productivity, control costs and help compliance with automated timekeeping and scheduling and web and mobile self-service that provide real-time visibility into attendance, time off and overtime

1. Deloitte 2019, A government perspective: 2019 Human Capital Trends; 2. ADP data, 2019; 3. Deloitte 2019, A government perspective: 2019 Human Capital Trends; 4. GovLoop, 2019, Guide to the Top 4 Trends in Government HR

**About OMNIA Partners**

OMNIA Partners, Public Sector is the premier purchasing organization for state and local government, K-12 education, colleges and universities. All contracts available have been competitively solicited and publicly awarded by a government entity serving as a lead agency while utilizing industry best practices and processes. With the most experienced team in cooperative procurement and supply chain management, OMNIA Partners, Public Sector has the expertise to help public organizations achieve their strategic goals.

For more information about ADP solutions, visit [adp.com/GovEd](http://adp.com/GovEd).

All contract documentation is available on [omniapartners.com/publicsector](http://omniapartners.com/publicsector).







## Attachment 4-c-vii – ADP References

This response is Confidential and Proprietary to ADP, Inc.

*(This information has been removed in the redacted version of our response.)*

While we recognize the importance of references to validate our service, we also find current clients, such as OMNIA Partners, tend to rely on their own experience with ADP along with that from other clients.



## Folder 4 – Qualification and Experience

### c) Qualification and Experience

- i. **Provide a brief history of the Offeror, including year it was established and corporate office location.**

ADP was founded in 1949 in New Jersey, as Automatic Payrolls, Inc. The first ADP office processed payroll manually with a bookkeeping machine and calculators. With the introduction of mainframe computers and check-printing machines, Automatic Payrolls became Automatic Data Processing in 1958. ADP became a public company in 1961 and, by 1974, had extended our reach into the international market.

Today, ADP is one of the world's largest providers of human capital management (HCM) solutions with more than 58,000 associates serving more than 810,000 clients in more than 140 countries. Employers around the world rely on ADP for cloud-based solutions to help manage their most important asset — their people. From HR and payroll to talent management and benefits administration, ADP helps clients build a better workforce.

ADP offers a wide range of HR, payroll, talent management, workforce management, tax and benefits administration solutions from a single source. We help clients comply with regulatory and legislative changes like the Affordable Care Act (ACA), eSocial in Brazil, SEPA in Europe, DSN in France and the Russian Federation Personal Data Law in Russia. ADP's easy-to-use solutions provide superior value to employers of all types and sizes. For more information about ADP, visit our website at [www.adp.com](http://www.adp.com).

ADP, Inc., the company responsible for delivering OMNIA Partners' solution, is located at:

5800 Windward Parkway  
Alpharetta, GA 30005  
770.360.2000  
[www.adp.com](http://www.adp.com)

ADP, Inc. is a wholly owned, indirect subsidiary of Automatic Data Processing, Inc., a publicly owned company traded on NASDAQ (symbol "ADP"). Corporate headquarters for Automatic Data Processing, Inc. is located at:

One ADP Boulevard  
Roseland, NJ 07068  
973.974.5000  
[www.adp.com](http://www.adp.com)



ii. **Describe Offeror's reputation in the marketplace.**

ADP has been named to Fortune Magazine's Most Admired Companies every year since 2006.

As the leading global provider of HCM solutions, we have been named a Leader and Star Performer in the 2020 Everest Group Multi-Process Human Resources Outsourcing (MPHRO) PEAK Matrix™ report. ADP was the only provider selected by the industry analyst firm as both a Leader and Star Performer among 20 vendors evaluated. The MPHRO PEAK Matrix designations follow ADP's recognition as a Leader in the 2019 Multi-Country Payroll Outsourcing and Multi-Country Payroll Platform PEAK Matrix reports.

ADP was named a leader in the MPHRO PEAK report due to significant success in both revenue and active deals, as well as the ability to provide end-to-end service delivery. According to Everest Group, Leaders offer a clear advantage with next-generation technologies in MPHRO deals and can deliver a range of HR services across the globe. The PEAK Matrix is an objective, data-driven comparative assessment of service and technology providers based on overall capability and market success.

In addition to its Leader recognition in the MPHRO report, ADP was also named a "Star Performer" based on having the strongest forward movement demonstrated on the PEAK Matrix year-on-year compared to other service providers. According to Everest Group, "Star Performers" have the fastest growth and improvement year-on-year.

## Industry Awards

Our most recent noteworthy honors include:



Leader in the NelsonHall 2019 Next Generation Payroll Evaluation & Assessment Tool (NEAT) report marking ADP's sixth consecutive year for the Overall and Multi-Country segments



Leader and Star Performer in the 2019 Everest Group Multi-Process Human Resources Outsourcing (MPHRO) PEAK Matrix™ report



**2019 American Business Awards®**

Gold Stevie for WorkMarket Vendor Management Solutions

Gold Stevie for RUN Powered by ADP® Cloud platform

Silver Stevies for Wisely Pay by ADP™ Payment Solutions and FinTech Solutions

Silver Stevies for ADP® HR Pro Business-to-Business Services and Human Capital Management Solution



**iii. Describe Offeror's reputation of products and services in the marketplace.**

The marketplace for human capital management continues to recognize ADP as an innovative leader. Recent accolades include:

- ADP Health Compliance State Reporting was named a winner in the 2020 BIG Innovation Awards presented by the Business Intelligence Group.
- Human Resource Executive® "2019 Top HR Product" for ADP's Next Gen HCM
- ADP's Next Gen HCM platform takes record-setting fifth consecutive company win for "Awesome New Technology" at Annual HR Technology Conference.
- 2019 American Business Awards® for Wisely Pay by ADPTM (silver Stevies for Payment Solutions and FinTech Solutions), WorkMarket (gold Stevie for Vendor Management Solutions), RUN Powered by ADP® (gold Stevie for Cloud platform) and ADP® HR Pro (silver Stevies for Business-to-Business Services and Human Capital Management Solution)
- Human Resource Executive® "Awesome New Technologies" (2015–2019)
- Human Resource Executive® "Top HR Product" (2015–2017, 2019)

**iv. Describe the experience and qualification of key employees.**

Associates must meet various education and experience requirements, including:

- Proficient in resolving system problems through effective interface and communication.
- Demonstrated ability to manage time, prioritize client issues, effectively communicate with clients and internal staff, and work under time constraints (typically requires five years of ADP/client services experience, including at least three years of experience with ADP).
- Ongoing skills and solution training, including general job skills, functional enhancements to existing solutions and initial training for new services.
- Required Certified Payroll Professionals (CPP) certification or Pay Train completion with a score of at least 80 percent on all sections.
- Required SHRM certification or completion of at least 80 percent on all sections.

ADP also encourages involvement in professional organizations, including the APA and SHRM. In addition, all associates are encouraged to complete third-party certifications outside of ADP.

**Implementation Team.** The typical implementation associate's qualifications and experience includes:

- Bachelor's degree in a related field or equivalent in education and experience.
- Emphasis on professional certifications (PHR, CPP and PMP).
- Communication and leadership training or equivalent are desirable.
- Technical training or equivalent in related technologies and/or systems implementations.
- Knowledge of ADP products and tools, as well as industry-standard tools.



- Successful performance as an ADP service center consultant or implementation support coordinator.
- Two to four years of experience in a relevant industry, as an HRMS practitioner, and/or with system implementations.
- Project management experience working as a team member on several small to mid-sized projects (for consultants).
- Project management experience working as project manager on several mid-sized to large ADP projects (for project managers).
- Ongoing education and training (50 hours each year).

**v. Describe Offeror's experience working with the government sector.**

ADP counts approximately 5,000 public-sector organizations as part of our client base, including:

- 1,600+ government organizations.
- 400+ colleges, universities and professional schools.
- 2,600+ elementary and secondary schools.
- 350+ public order and safety agencies (including courts, police departments, fire departments and correctional facilities).

This experience with public-sector organizations across a broad range of HCM solutions places ADP in a strong position to meet OMNIA Partners' needs.

**vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Given ADP's size and the global scope of its operations, ADP does not centrally track every instance of actual litigation against the company. ADP has a corporate litigation team that manages litigations and certain pre-litigation claims and disputes, primarily for matters within the United States. The records of matters the corporate litigation team maintains contain confidential information, including information protected by the attorney-client privilege. Accordingly, subject to complying with ADP's public disclosure obligations and to respond to lawfully served discovery requests or subpoenas, ADP's policy is to not disclose information within the records of ADP's corporate litigation department to persons outside ADP other than ADP's outside counsel. ADP discloses in its periodic filings with the Securities and Exchange Commission (SEC) all material asserted and unasserted claims pursuant to the standards set forth in Financial Accounting Standards Statement No. 5. This information is publicly available at [www.sec.gov](http://www.sec.gov). ADP hereby certifies there is no pending claim or litigation that would materially adversely affect ADP's ability to enter into an agreement with or to provide the proposed services to OMNIA Partners.

ADP has never filed for bankruptcy. An ADP bankruptcy is a scenario that is beyond any likelihood. A review of our financial data and the credit rating earned since our inception in 1949 bears out this statement.



The signatory is unaware of ADP or any officer being found guilty crime or violation.

- vii. **Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.**

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***(This information has been removed from the redacted version of our response.)***

While we recognize the importance of references to validate our service, we also find current clients, such as OMNIA Partners, tend to rely on their own experience with ADP along with that from other clients.

We have also provided these references as **Attachment 4-c-vii** to meet the submittal requirements.

- viii. **Provide any additional information relevant to this section.**

## **Awards for Excellence**

ADP associates work every day to bring value to our clients, our associates and the global community. Maintaining the highest ethical standards and providing quality service are fundamental to our daily mission. Recognition for our work affirms we are doing the right things and upholding our core values.

Recent industry recognition of ADP includes:

### **Service Leadership:**

- Leader in the Everest Group Multi-Process Human Resources Outsourcing (MPHRO) PEAK Matrix™ report (2020).
- Ventana Research Payroll Software Value Index 2020 Assessment: ADP was chosen as the top vendor for Payroll Software by Ventana Research.
- Leader in the Everest Group 2019 Multi-Country Payroll Solutions PEAK Matrix Assessment.
- Leader in the NelsonHall 2019 Next Generation HCM Technology NEAT for Both Mid/Large and Small Market Segments.
- Leader in Recruitment Process Outsourcing (RPO) assessments for the NelsonHall 2019 RPO NEAT and the Everest Group RPO in North America PEAK Matrix™ 2019.
- Leader in the NelsonHall 2019 Next Generation Payroll Evaluation & Assessment Tool (NEAT) report (marking ADP's sixth consecutive year for the Overall and Multi-Country segments)
- Leader and Star Performer in the Everest Group Multi-Process Human Resources Outsourcing (MPHRO) PEAK Matrix™ report (2019)



- Leader in the IDC MarketScape for Worldwide Integrated Talent Management, Worldwide Compensation Management and Worldwide Learning Management (2018)
- Leader in Next Generation HCM Technology in the Mid/Large Market Focus NEAT by NelsonHall (2018)
- 2018 American Business Awards® for ADP SmartCompliance®
- Leader in Gartner® Magic Quadrant for Payroll BPO Services (2012–2016)
- Leader in Multi-Country Payroll Outsourcing PEAK by Everest Group (2016–2017)
- Leader in Payroll Services NEAT by NelsonHall (2013–2017)
- Leader in Benefits Administration Health and Welfare Services NEAT by NelsonHall (2014–2017)
- Leader in Recruitment Process Outsourcing, all RPO Categories by NelsonHall (2016)

### Technology Leadership:

- ADP Health Compliance State Reporting was named a winner in the 2020 BIG Innovation Awards presented by the Business Intelligence Group.
- *Human Resource Executive*® “2019 Top HR Product” for ADP’s Next Gen HCM
- ADP’s Next Gen HCM platform takes record-setting fifth consecutive company win for “Awesome New Technology” at Annual HR Technology Conference.
- 2019 American Business Awards® for Wisely Pay by ADP™ (silver Stevies for Payment Solutions and FinTech Solutions), WorkMarket (gold Stevie for Vendor Management Solutions), RUN Powered by ADP® (gold Stevie for Cloud platform) and ADP® HR Pro (silver Stevies for Business-to-Business Services and Human Capital Management Solution)
- *Human Resource Executive*® “Awesome New Technologies” (2015–2018)
- *Human Resource Executive*® “Top HR Product” (2015–2017)
- Ranked No. 1 on *Security Magazine*’s “Security 500” list for the “Business Services” category (2016–2017)
- Frost & Sullivan HR Management Solutions Company of the Year (2016)
- Technology Innovation Award for Business Technology, Ventana Research (2016)

### Development and Diversity:

- For the eleventh year running, ADP has earned a perfect score on the Corporate Equality Index, which measures a company’s inclusivity toward LGBTQ workers. Evaluating the organization on its policies, practices and benefits, the Human Rights Campaign awarded ADP with a perfect score of 100 in 2020.
- ADP named #236 on Newsweek's list of America's Most Responsible Companies 2020
- FORTUNE® magazine “The World’s Most Admired Companies®” list (2006–2020)
- LinkedIn® Top Company (2018, 2019). (#20 in 2019)
- *DiversityInc*® magazine’s “Top 50 Companies for Diversity” (2010–2020) (#4 in 2020)
- *Working Mother*® magazine’s Best Companies for Multicultural Women (2014–2019)
- Fairygodboss Best Companies for Women (2018, 2019).
- FORTUNE® magazine #2 in Financial Data Services Industry (2018)
- Forbes list of “America’s Best Employers for Diversity” (2018) (21<sup>st</sup>)



- National Association for Female Executives® (NAFE®) “Top Companies for Executive Women” (2018).
- *Training* magazine ranked ADP as a top company in its “Training Top 125” list (2011–2019) (31<sup>st</sup> in 2018)
- *Working Mother*® magazine’s 100 Best Companies for Working Mothers (2016, 2018, 2019)
- Anita Borg Institute “Top Companies for Women Technologists” (2016–2017)
- Best Places to Work for Lesbian, Gay, Bisexual and Transgender Equality by the Human Rights Campaign Foundation (2010–2017)
- *Computerworld*® magazine list of Best Places to Work in Information Technology (2010–2017)
- *InformationWeek*® magazine’s Elite 100 list (2014–2016)

## Employer of Choice Recognitions

Carlos Rodriguez named #17 on Comparably’s 3rd Annual Best CEOs Awards (large companies). These CEOs received the highest ratings by employees who provided anonymous feedback about their CEOs on Comparably.com within the past year.

Carlos Rodriguez was named #64 on The 100 Most Innovative Business Leaders In The U.S., 2019 compiled by CEOWorld Magazine.

Fairygodboss named ADP one of the Best Companies for Women in 2018 and 2019. To be considered, a company must have received more than 30 reviews on Fairygodboss, and the scores are determined by averaging women’s responses to three standard review questions around overall job satisfaction, equal treatment at work and whether a reviewer would recommend the company to another woman.

LinkedIn®, the world’s largest professional network, has recognized ADP® as one of its Top Companies (2018, 2019). This annual list highlights the top 50 companies that are most in-demand by jobseekers and have figured out how to attract and retain top talent. (#20 in 2019).

ADP has been named one of the 2018 “Top Companies for Executive Women” by the National Association for Female Executives® (NAFE®). The annual honor recognizes 70 for-profit and 10 nonprofit organizations that have moved women into top executive positions and created cultures that identify, promote and support women’s advancement.

Forbes has named ADP one of “America’s Best Employers for Diversity” in 2018. ADP ranked number 21 and is the highest-ranked New Jersey-based company.

Debbie Dyson, President, National Account Services and Client Experience, has been recognized as one of Black Enterprise magazine’s 300 Most Powerful Executives in Corporate America (September/October 2017 cover story). These men and women ensure their corporations’ market leadership through revenue generation, profitability, market share





and strategic development. As such, they hold top-tier and executive officer positions within the entire enterprise, operate core subsidiaries and divisions and maintain billion-dollar budget authority.

For the eleventh year in a row, ADP has received a perfect score of 100 percent on the 2020 Corporate Equality Index® (CEI), a national benchmarking survey and report on corporate policies and practices related to lesbian, gay, bisexual, transgender and queer (LGBTQ) workplace equality.

The ADP Comprehensive Learning program features robust training materials from Skillsoft®, a global leader in eLearning. The success of the ADP Comprehensive Learning program has earned the company the 2017 Skillsoft Channel Partner of the Year Innovation Award, which recognizes the partner company that has "developed and marketed a unique and innovative reseller solution to drive business results.

ADP was named #31 on Training magazine's "Training Top 125" list for 2019, which annually ranks organizations that provide extraordinary employer-sponsored workforce training and development. This is the 12th consecutive year that ADP has made the prestigious list. In addition, ADP was awarded the Outstanding Training Initiative Award for its Major Account Services Fast Path training initiative in 2017.

ADP was named to Working Mother magazine's "100 Best Companies for Working Mothers" list (2019, 2018, 2016, 2015, 2014, 2012, 2010, and 2009) and one of the 2019 Best Companies for Multicultural Women for the sixth consecutive year.

DiversityInc magazine ranked ADP fourth on the 2019 DiversityInc Top 50 Companies for Diversity list. This marked the eleventh consecutive year that we have been recognized for excellence and leadership by DiversityInc. The DiversityInc Top 50 Companies for Diversity evaluates companies within the context of their own industries based on corporate survey submissions. The list includes companies from a wide range of industry categories whose talent pipeline, talent development, leadership and procurement practices best demonstrate a commitment to diversity and inclusion. In recent years, ADP has also been named by DiversityInc to its 25 Noteworthy Companies list. The 25 Noteworthy Companies roster is published annually to recognize employers with outstanding diversity management programs.



## Folder 5 – Value Add

### d) Value Add

#### i. **Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

ADP has a multitude of ways by which we add value to the Hire to Retire experience. Some of the ways but certainly not all are listed below.

**Mobile.** ADP's mobile application provides access to all key ADP services across multiple personas (e.g., employee, manager, and practitioner), HR domains, geographies, and device types. Our integrated mobile application extends employee direct-access features with access to HR, benefits, time, and payroll-related data anytime, anywhere. The self-service mobile application provides immediate access to real-time data, enabling OMNIA Partners to improve employee communications and drive productivity and engagement. Our mobile app is available in 27 languages and has been downloaded by users across more than 46 countries and expanding.

In addition, ADP's tablet app provides all the smartphone features described, as well as other capabilities unique to a tablet, such as swipe, pinch/zoom, change from landscape to portrait, integration with GPS, photos, video and more.

**Hackett Best Practice Program.** Through our optional HCM Best Practice Program, we help OMNIA Partners optimize the business outcomes provided by your ADP solution. Our unique program draws upon insight captured from more than 1,200 HCM benchmarking and performance studies, providing best-practice metrics, process flows, inquiry support and other organizational guidance to help you solve workforce issues and drive better business outcomes.

With 24x7 access to the best-practice portal, OMNIA Partners can:

- Drill down into any HCM best practice to review process flows and examine playbooks.
- Study The Hackett Group HCM research, as well as peer and world-class performance metrics.
- Register for upcoming events.
- Download recorded webcasts and presentations.
- Review and download Hackett HCM Benchmark Survey output (client-specific).

OMNIA Partners gains access to valuable information on relevant HCM topics, such as change management, HR scorecard and metrics and employee data management. For example, OMNIA Partners can use the best practice scorecard to measure your current-state performance against defined best practices to establish a baseline and guide your path toward becoming best-in-class. The scorecard provides a way to align best practices with



your specific business goals and set priorities based on an objective assessment of potential impact and achievability.

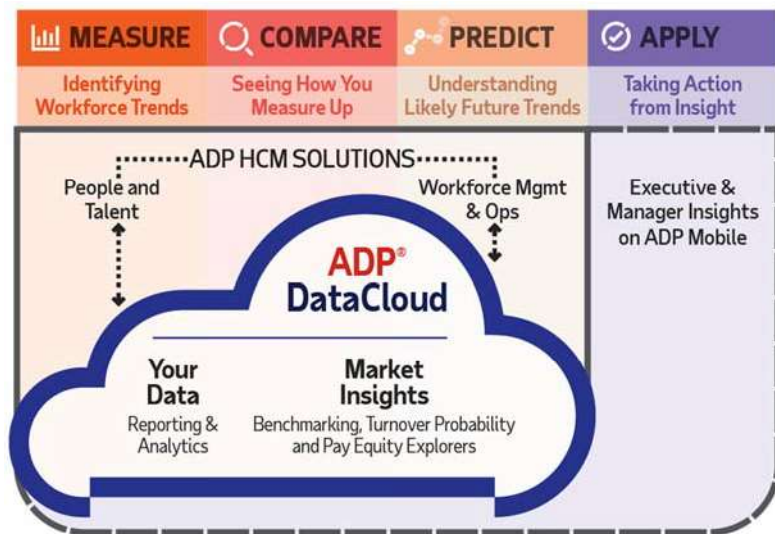
In addition, we help you identify the best practices to address your specific business challenges, which are re-evaluated with a strategic advisor to ensure you are focusing on the most pressing business needs.

Any time you make an organizational change to one aspect of your HCM service delivery model, you need to evaluate the impact on other areas. We provide the optimal combination of technology and insight into HCM best practices to help you better align your HR processes with your business goals and strategy.

**Strategic Advisory Services.** To effectively manage human capital, organizations need to consider the workforce dynamics at play, current trends, internal processes, technology, and best-practice solutions. Through ADP Strategic Advisory Services, we can provide employee communication and design expertise at no charge to you! We help you gain a thorough understanding of these dynamics across all areas of talent management, benefits administration, and workforce management and then apply that knowledge to your HCM strategy. Our specialized group works directly with you to provide business intelligence and analysis of the constantly changing HCM landscape.

Our team can assist you with developing and executing highly effective benefits, talent, and workforce management strategies while helping you look ahead and prepare for what's next. At the same time, we help you streamline your processes, so your workforce relies less on your HR team, which saves time and allows them to focus on strategic initiatives. We help you maximize and scale your programs to meet your needs, while improving cost control, enhancing regulatory compliance, increasing productivity, and engaging your employees.

**ADP DataCloud.** ADP DataCloud supports better business decisions with deeper insights into your workforce. This powerful, intelligent set of data analysis tools helps HR professionals measure, compare, predict, and apply insights uncovered from ADP workforce data. From suggesting relevant metrics and reports to proactively spotting potential attrition, ADP DataCloud gives you unparalleled ability to put data to work to help you move your organization forward:





- *Reporting* delivers deep enterprise data management through embedded, configurable reporting capabilities across your HCM data.
- *Analytics* deliver preconfigured dashboards and embedded insights based on Society for Human Resource Management (SHRM) definitions and best practices. Insights for key metrics span core HCM topics (HR, time, talent, pay, and benefits), depending on OMNIA Partners' ADP solution. You can unlock a deeper understanding of your workforce by revealing potential critical patterns and trends in performance, turnover, engagement, and compensation. Users can also create their own customized dashboards by selecting combinations of available metrics, which can also be shared and commented on to foster collaboration.
- *Benchmarking* gives comparative insights into your workforce and compensation strategy against real, aggregated, up-to-date averages from millions of U.S. workers in ADP's client base. Our benchmarking solution has been recognized by Human Resource Executive® as one of the Top HR Products and Awesome New Technologies for HR.
- *Executive and Manager Insights* on ADP Mobile Solutions apply artificial intelligence to uncover and push insights and actionable key trends to business leaders and managers — those closest to where the work is being done. A weekly email digest provides managers with the top three headlines from the recommendation engine. In addition, executive-level access to insights can be provided without access to ADP HCM solutions.
- *Turnover Probability Explorer* provides predictive insight into risk of voluntary turnover and the drivers of those risk assessments and enables comparison of your turnover probability and underlying factors against industry benchmarks.
- *Pay Equity Explorer* helps attract and retain talent by indicating where potential inequitable pay practices may be happening across your organization and how these pay levels compare with industry benchmarks.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles, and automatically aggregate data from your ADP systems. This saves you the trouble of building your own extraction, transformation, and load processes, as well as separate data stores.

ADP DataCloud has been recognized with several key industry awards:



**HCM Best Practice Program.** With our unique best practice advisory program, supported by The Hackett Group, OMNIA Partners can access comprehensive database of HR performance metrics, best practices, and proprietary tools and guides to help drive better decision making and achieve the full potential of your HCM strategy. Through this optional program, OMNIA Partners:

- Gains third-party perspective and expertise to validate your strategy, set objectives, and optimize your solution.
- Benchmarks performance against a defined set of HCM best practices to guide the path toward world class.
- Aligns best practices with your business goals and defines priorities based on objective assessments of potential impact and achievability.
- Assesses your progress against organizational objectives and identifies which areas to address next.

**Innovation.** ADP Innovation Labs serve as our research and incubation tanks established by ADP’s CIO to enable sustained innovation of our products and solutions to drive better consumer experience, competitive differentiation, and market leadership. Teams of professionals are dedicated to researching, experimenting, investigating, prototyping, and incubating technology ideas. From inception, these labs have worked on a variety of projects, including semantic search, mobile continuous availability, operational intelligence, and more.

ADP strives to provide the optimal blend of service and technology – backed by our decades of experience as a trusted, secure, and reliable business partner. With the added assurance of our in-depth compliance expertise, Tier IV-engineered data centers, and unmatched business resiliency program, OMNIA Partners can breathe easily knowing ADP has your end-to-end HCM process covered. Even as your needs change, our extensible solution will grow with you to help ensure your HCM strategy continues to work for you.



- 4. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.**

ADP acknowledges Region 4 ESC’s potential need to establish a competitive range and understands the proposal evaluation process.

Please see **Attachment 2-IV-3a-viii – ADP Pricing Proposal** for ADP’s pricing for Region 4 ESC’s consideration.

- 5. Past Performance: An Offeror’s past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror’s businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.**

ADP is uniquely positioned to provide Region 4 ESC and your OMNIA Partners members the solution options to help you meet your most critical business needs. Our relationship begins with each partner organization as we work together to understand your unique business objectives and challenges, and it extends as we collaborate to design and implement a solution that best fits each organization. Our service team provides ongoing support to help you with your specific processes. ADP provides more than technology and service — OMNIA Partners gains insightful expertise from a partner who knows your business and is committed to your satisfaction.

ADP’s past performance as an HCM leader across our comprehensive suite of services includes our 13 years supporting the vast collection of organizations included among OMNIA Partners. We look forward to extending our partnership to demonstrate our commitment to innovation, exemplary service and best-fit solutions for your diverse portfolio of current and prospective clients.

A strategic relationship with ADP offers OMNIA Partners several benefits:

- *An extensive solution scope* is delivered by a single partner with 70 years of expertise serving clients. You establish a relationship with a global payroll leader who covers the entire HCM life cycle — from HR, talent management, workforce management and benefits administration to the critical payroll services you count on.
- *Our commitment to innovation* is unmatched by any other outsourcing partner. From the first major provider of outsourced payroll to the introduction of our robust big data and analytics offering, ADP invests in best-in-class services that help your business run more efficiently. ADP’s Innovation Labs are dedicated to delivering next-generation innovation to the marketplace.
- *Implementation and service methodologies* help us understand your culture, processes and goals so we deliver the right solution. Our consultative, hands-on implementation and service approach fine-tunes processes to maximize your satisfaction and avoid last-minute



surprises. We do not sell you technology and wish you luck — we support you through implementation and beyond to ongoing service delivery. Service is at the heart of what we do and is part of what uniquely qualifies ADP to help power your productivity.

- *Global compliance expertise and insights* help you decipher complex, always-changing regulations. In the U.S., the ADP Health Compliance solution addresses all elements of the Affordable Care Act (ACA) via integration with workforce management, payroll and benefits to help mitigate the risk of noncompliance.
- *Total cost of ownership (TCO)* can be lowered by shifting your key resources. By substantially reducing compliance-ridden processes in the HCM life cycle, ADP can help you gain cost efficiencies and allow your teams to focus on your business strategy.

## Extensive Solution Scope

ADP is the global payroll leader with unrivaled solutions and expertise.

OMNIA Partners gains access to the **entire spectrum of human capital management (HCM) solutions** from a single vendor with expertise gained by serving clients for 70 years. ADP associates are experts in implementation, operations, client service, solution development, hosting, technology and security. Our ability to support the broadest set of client solutions — combined with the knowledge, skill and experience of our associates — distinguishes ADP from other vendors. We have developed scalable solutions to fit your needs today and as your business changes. You gain a single partner who sustains the entire HCM life cycle now and in the future — from HR, talent management, workforce management and benefits administration to the critical payroll services you count on — from the global payroll leader.

We deliver core HCM solutions that more than 810,000 organizations rely on every day. We add value by offering **strategic consulting services** to help you navigate through today's pressing issues, reducing your health care costs, refining your employee benefits strategy and delivering effective employee communications. We work with you to analyze the constantly changing HCM and benefits landscape. By leveraging our experience, thought leadership and best practices, you gain business intelligence and tools to strategically manage your human capital.

## Hands-on Implementation and Service Models

ADP's consultative implementation and service approach goes beyond the typical technology/service provider; we are a true strategic partner.

Implementation projects are often perceived as "one size fits all." ADP implements our solutions around each client's specific processes. Our **consultative, hands-on implementation model** helps us understand OMNIA Partners' unique culture, processes and goals. ADP implementation associates work with you to define your current processes — and uncover opportunities to streamline those processes to increase accuracy and efficiency. Our experience with tens of thousands of organizations offers insight into process improvements. Our implementation experts work with you to design and successfully deliver the solution you need — guaranteed.



In addition, ADP offers our **professional implementation services at a fixed fee**. Unlike some providers, ADP does not tack on change-control items that gradually increase your costs if changes are needed. We provide a fixed implementation fee, so you know your costs as the project begins and aren't surprised with unexpected charges as the implementation progresses.

While many providers charge clients ongoing fees on "Day One," we **do not charge for ongoing services until you are live** in production and taking full advantage of your ADP solution. This practice is another example of the importance ADP places on providing the right solution for you and delivering what we promise.

Unlike some providers who use contract trainers, our clients are trained by ADP associates who have completed extensive certification in content, training delivery methods and tools. **ADP has been among the top 25 on Training Magazine's Top 125 since 2011**. This recognition is evidence of our commitment to developing the quality training programs our clients need and delivering effective training in the formats they want (virtual labs, self-paced eLearning and in-person classroom sessions).

Following implementation, **you are supported by ADP professionals (not a ticket management system)**. Our unique service model sets us apart from SaaS providers. OMNIA Partners does not have to submit a ticket and wait for a return email or telephone call. Our tenured service professionals leverage their **deep domain expertise** to answer your questions, provide insight and recommend best practices to ensure you take full advantage of your solution.

We are committed to building a strong, lasting relationship with each client. As evidenced by our 90.8 percent client retention rate and average client tenure of 11 years, we deliver on this promise. Our quality service professionals, who are specialists in the services they provide, make this possible.

ADP is well-equipped to provide OMNIA Partners the hands-on, tailored implementation and quality, personalized service you deserve. We offer a **true strategic partnership** with your needs at the forefront of our service and implementation approach.

## **Lower Total Cost of Ownership**

**ADP's unique combination of technology, process and people delivers clients a lower total cost of ownership.**

A PricewaterhouseCoopers (PwC) study found, on average, an organization spends \$1,400 per-employee, per-year administering the processes and touchpoints associated with HR, talent, benefits, payroll and workforce management. These actions are not strategically relevant to your core business. This "process layer" consumes significant time, effort and resources for organizations like OMNIA Partners. The PwC study also found a technology-only solution has no impact on an organization's TCO. However, by leveraging technology and eliminating the process layer, organizations can achieve 32 percent greater cost efficiency.





When you consider the TCO of OMNIA Partners' processes, technology and support staff, you only realize true savings when you leverage ADP's "technology, process and people" model. ADP delivers **lower TCO and clear ROI** while helping you manage your human capital more efficiently, effectively and strategically. With ADP as your single-source provider, OMNIA Partners can achieve the lowest-possible HCM cost per-employee — while reclaiming time to focus on your revenue-producing initiatives. In addition, the potential year-after-year savings can be reallocated to other areas to positively impact your business.

ADP offers you ROI via technology and process-layer service. We are the only vendor that **lowers your financial and technology risk** and helps ensure you are compliant with changing legislation.

We are happy to share more details of the PwC study and the specifics of OMNIA Partners' potential savings and ROI possibilities. To outline OMNIA Partners' specific ROI opportunities, we can assist you by preparing a complete ROI analysis. During a series of meetings, we review your current systems, the seams the associated hosting costs, and the process efficiencies that can be achieved with ADP's solution.

## Conclusion

ADP is uniquely positioned to remain the partner of choice for all products and services within the hire-to-retain spectrum for OMNIA Partners and their respective members. The current pandemic has caused the cracks throughout many public sector organizations to become exacerbated and sting more than they used to. This increase in demand for ADP's products and services will assuredly provide an even stronger relationship than we already thought possible between ADP and OMNIA Partners and your members.

ADP has a proven track record of working with and prioritizing the Master Services Agreement in every engagement. Given that OMNIA Partners and ADP have had a mutual and shared success together, we see no reason to alter our course or trajectory from what is clearly two world class organizations working in conjunction for the betterment of our shared customer and member base. We sincerely thank you for the time and consideration given to our response, and we eagerly await your feedback and continued partnership.

### **6. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.**

ADP welcomes the opportunity to provide additional information.

OMNIA Partners Pricing (Not to exceed)			
Payroll, HR and TLM	PEPM (per employee per month)	Assumptions	Definitions
Technology/Infrastructure (payroll application, ESS, Hosting) & HR	\$7.65	Includes full garnishment, tax filing, W-2 year end services and reconciliation.	Includes software, hosting and application self service.
Managed Payroll Services	\$40.00	Includes payroll call center.	Managed payroll service is ADP's most comprehensive solution. ADP covers the entire payroll process once time is collected including paying employee taxes and filing federal taxes.
Managed HR Services	\$30.00		ADP becomes the Human Resource department for organizations who lack the people and expertise to manage their peoples needs.
Time & Labor Management/Workforce Management (Application/Hosting/Clock Management)	\$7.50	Includes web time entry, accruals and leaves.	Includes software, hardware, clocks, upgrades and service
Workforce Management (hourly EE's)	\$9.30	Includes accruals and scheduling	
Workforce Management (salary EE's)	\$5.70	Includes accruals and scheduling	
Enterprise TLM Advanced Scheduler	\$1.75 per employee per month	If typical scheduling feature within Enterprise eTime is not sufficient.	Advanced Scheduler allows organizations with complex scheduling rules to have added functionality to schedule employees time.
Time-clock without Biometric/Quick punch	\$240 per clock per month	This assumes the clocks are being "leased" by ADP.	Timeclocks that are hung on the walls for punching in and out of employees
Time-clock with Biometric/Quick punch	\$260 per clock per month	This assumes the clocks are being "leased" by ADP.	Timeclocks that are hung on the walls for punching in and out of employees

Time-clock with or without Biometric/Quick punch	\$5,000 per clock & annual maintenance of \$395 per clock	This assumes the clocks are being purchased by client.	Clients have the option of purchasing the clocks outright. If they do, they must pay annual maintenance for the clocks
On-boarding (electronic I-9 forms)	\$4.00 per form		Clients have the ability to have employees do these forms electronically and have them stored in the system
Budgeting/Position Control (ResNav)	\$1600 per month	If step progression is needed, additional cost of \$350 per month.	Budget/position control provided to help manage open requisitions and tie the budget dollars to the position
eTracker workflow requisition (ResNav)	\$600 per month		Tracking of workflow through the process
Document Tracker (ResNav)	\$600 per month		Tracking of workflow through the process
Report Writer (ResNav)	\$500 per month		The ability to write custom reports for tracking purposes.
Learning Management Module	\$3.00	Per Module	Performance management software, learning management software, succession planning software
Performance Management Module	\$3.00	Per Module	A tool used my managers and employees to manage the performance of their employees and managers
Compensation Management Module	\$3.50	Per Module	A tool used by managers and employees to better understand their compensation and plan for future needs
Social Networking Module	\$3.00	Per Module	A tool which gives employees the ability to connect socially with other people, networks and organizations
Succession Planning Module	\$2.00	Per Module	A tool which gives managers the ability to plan for succession of employees moving on from their position.
Recruiting Module	\$3.50	Per Module	Clients can utilize the ADP recruiting tool to search for candidates, manage through the recruiting process and screen candidates.
Wage Garnishments (lien analysis)	\$18.00 per lien	Includes new/changed/released liens.	Clients can do this on their own, or have the ability for ADP to manage this process for them at an additional cost

Wage Garnishments (disbursements of funds)	\$1.75 per disbursement	ADP performing this task for the client.	ADP will take on the responsibility of transferring funds and managing the risk of compliance
Wage Garnishments (pre-qualification service and letters)	\$2.50 per letter	ADP performing this task for the client.	ADP will qualify the garnishment, determine prioritization of funds and send letters to employees on the client's behalf
Employment Tax (FEIN filing)	\$50 per month	Periodic, Quarterly and Annual tax filing.	Federal Employer Identification Number. ADP handles filing for its clients.
Employment Tax (State and Local Tax Filing)	\$30 per month	Periodic, Quarterly and Annual tax filing.	ADP takes care of this filing for its clients.
Employment Tax (Tax filing Administration)	\$.10 per employee per month	Periodic, Quarterly and Annual tax filing.	ADP takes care of this filing for its clients.
W-2 Year end processing	\$5.00 per W-2	Per W-2 processed	ADP will process year end W-2's for its clients
Employment Verification (WorkNumber)	No Cost	Per Module	ADP Commercial and Social Service Employment & Income Verifications.
WorkMarket	14% of Contract Labor Spend	Per month	WorkMarket is an end-to-end 1099 management solution. Companies leverage WorkMarket to organize, manage, and pay freelancers, contractors, and other facets of their extended workforce. For over 9 years, WorkMarket has processed more than \$1 Billion dollars in transactions, facilitated more than 4,000 assignments per day, and has impacted the operations of hundreds of clients across a variety of industries
Wisely Pay	No Cost	Per Module	Electronic Payment Program to help organization go paperless which includes a pay card and electronic check element.
Wisely Now	\$8.00 per transaction	Per Transaction	Compliance Instant Same Day Term Pay Solution via a Wisely Check

Wage Payments - Traditional Bundle	\$.45 per Employee	Per Processing	Includes ADP Check, Wisely Pay Card, FSDD, Online Statements, W2 Online Statements, W-2 Prints, Statements & Check Prints, IVR, Password reset.
Wage Payments - Electronic Bundle	\$.25 per Employee	Per Processing	Includes ADP Check, Wisely Pay Card, FSDD, Online Statements , W2 Online Statements, IVR, Password reset.
Wage Payments - Direct Deposit	\$0.20	Per Transaction	Money transfer via ACH.
Wage Payments - ADP Check	\$0.20	Per Transaction	Money transfer and printing of checks.
Wage Payments - Check & Voucher Printing	\$0.24	Per Transaction	Printing, Stuff and Sealing of Live Checks or Vouchers.
Wage Payments - MyADP & ADP Mobile Pay Stub Posting	\$0.20	Per Transaction	Electronic posting of Online Statements, W2.
Monthly Integration Maintenance Fee	\$250.00	Per Module per Month	For those clients on HCM system where ADP delivers and maintains the Integration there is a month charge per module.
<b>One-time Implementation Costs</b>			
Wage Garnishments - \$5,000.00			
Wage Payments - \$5,000.00			
Employment Tax - \$5,000.00			
WorkMarket - \$25,000.00			
<b>Benefit Services</b>	<b>PEPM (per employee per month)</b>	<b>Assumptions</b>	<b>Definitions</b>
Health & Welfare Admin (Benefits Administration)/ESS+Worksheets and premium payments	\$9.00 (per benefit eligible)	Online benefit enrollment solution used for open enrollment, annual enrollment and family medical changes	Online benefit enrollment solution used for open enrollment, annual enrollment and family medical changes
Benefits Call Center	\$3.05	No additional languages assumed	ADP call center for organizations who don't have the expertise or people to handle the volume of calls from its employees.

Healthcare Compliance (ACA)	\$3.50 (per employee per month)		ADP takes on the risk of filing appropriate documents for it's clients to ensure they are compliant with the Affordable Care Act.
Leave Administration	\$4.50		ADP administers Leave Administration like FMLA to help ensure our clients are in compliance.
Dependent Verification Services (Initial Audit and Ongoing Services)	\$21 per initial audit \$0.42 (per benefit eligible per month)		ADP's team of dependent-verification professionals will perform a rigorous audit process that can include: <ul style="list-style-type: none"> <li>• Full dependent audit</li> <li>• New dependent audit</li> <li>• Full-time student audit</li> <li>• Family status change audit</li> </ul> ADP's team of dependent verification professionals continue to monitor new hires and family status changes to ensure compliance.

One-time Implementation Costs	Assumptions:
Health Compliance (ACA) - \$15,000.00 Standard rate of \$175 per hour applies to services being implemented (excluding ResNav)	
Budgeting/Position Control set up \$24,500 (additional \$6,500 if step module is needed)	
eTracker work flow requisition \$6,500 (each additional workflow is \$4,000 to activate)	
ResNav hosting set up \$6,800	
Document Tracker set up \$4,500	

Comprehensive Services	PEPM (per employee per month)	Assumptions	Definitions
Comp Essentials	\$27.00		Includes HR, Payroll, and Benefits technology, Invoice Discrepancy Reporting, DataCloud Analytics plus service team consisting of Relationship Manager, technology support, employee service center, ACA specialist, and Wage and Hour support through Compliance on Demand
Comp HR	\$52.75		Includes everything with Comprehensive Essentials (except Invoice Discrepancy Reporting) plus specific HRservices/support such as HR compliance support, employee access to online trainings, EAP, handbook review, job descriptions, safety support, Cobra administration, and more.
Comp HR Basic Package	\$49.75		Includes everything in Comp HR except Benefits technology/support and ACA specialist

Comp Ben	\$52.75		Includes everything with Comprehensive Essentials plus Benefit services/support such as a designated Benefits specialist, client plan set up and guidance, unlimited carrier connections, Open Enrollment administration, life events processing, Cobra administration, and benefits reports and maintenance
Comp Pay with Essential Time	\$43.75		Includes everything with Comprehensive Essentials (except Invoice Discrepancy Reporting) plus specific Payroll services/support such Designated Payroll Specialist, full service garnishments, Essential Time, payroll administration and processing, and tax registration services
Comp Pay with Enhanced Time	\$48.75		Includes everything with Comp Pay with Essential Time and has Enhanced Time rather than Essential Time
Comp Pay Standalone	\$33.75		Includes everything with Comp Pay with Essential Time except for Essential Time, HR Technology/support, Benefit Technology/support, and ACA specialist; exception only below 1000ees
Comp Pay Standalone with Enhanced HR and Ben Technology	\$38.75		Includes everything with Comp Pay with Essential Time except for Essential Time; exception only below 1000ees
Comp Recruitment	\$2.00	PEPM Add-on	Better recognize qualified candidates, easily track applications, schedule interviews, provide and request interview feedback from managers and build strong talent pipelines using social sourcing
Comp Performance	\$1.50	PEPM Add-on	Streamline the employee performance process through our intuitive, self-service platform that automates evaluation and reviews processes
Comp Compensation Management	\$1.20	PEPM Add-on	Attract and retain the best talent with the right compensation strategy, helping ensure you stay competitive in the market
Comp TMBC Engagement	\$2.75	PEPM Add-on	Receive access to real-time, reliable data and timely insights so that they can build engaged teams, and a high-performing organization
Comp TMBC Team Performance	\$6.00	PEPM Add-on	Includes all of the features available within TMBC
Comp Talent Bundle	\$5.25	PEPM Add-on	A bundle solution including Recruitment, Performance, Compensation Management, TMBC Engagement, and Talent Activation Specialists
Comp Enhanced Learning	\$4.35	PEPM Add-on	Attaches to any of our Comp HR products and supplements the existing Comp Learning library with an additional layer of Skillsoft content plus access to ADP's Leadership Series
Comp Learning Bundle	\$5.35	PEPM Add-on	Learning Solution for clients who do not have Comp HR. Includes ADP's full suite of Skillsoft content and access to ADP's Leadership Series
Comp Invoice Discrepancy Reporting	\$0.95	PEPM Add-on	Benefits invoices are analyzed and any errors are reported back to the client for them to reconcile with benefit providers.
Comp Compensation Analysis	\$1.90	PEPM Add-on	Database used to analyze and report on compensation data related to industry, job title, experience, region, etc.

Comp Essential Time and Attendance	\$5.00	PEPM Add-on	ADP Time and Labor module within Workforce Now with easy to use navigation and features.
Comp Enhanced Time and Attendance	\$7.00	PEPM Add-on	Robust Time and Labor system with advanced time, attendance and analytical components for a complex work environment.
Comp TAM	\$2.50	PEPM Add-on	Available only to Comp Ben clients; maintains communications materials related to state and federal leave requirements; processes leave requests and dissemination of information in an accurate and timely manner
Comp Onboarding with EI-9	\$1.25	PEPM Add-on	Assists clients with alleviating the paperwork related to the new hire onboarding process; included for clients after 7/01/2018
Comp Enhanced Insights	\$1.20	PEPM Add-on	Anonymized data from the ADP client database that can give clients insights on similar companies by industry, job roles, compensation, etc.
Comp Unemployment Compensation Management	\$.80	PEPM Add-on	Outsourced solution that includes a dedicated service team to assist with unemployment services
Comp Wisely/Aline PayCard	\$2.00	PEPM Add-on	ADP's new paycard, which provides fee-free access to cash for employees and maximum pay flexibility for employers.
Comp ADP Compass (Leadership Development)	\$3.00	PEPM Add-on	A leadership developmental tool made up of 1) quarterly assessments providing anonymous feedback from teams to leaders, 2) feedback reports, and 3) automated email coaching tips
Comp Work Opportunity Tax Credit (WOTC) (requires Recruitment module)	\$.75	PEPM Add-on	A tax incentive program that motivates employers to hire and retain employees from specific target groups, including social assistance recipients, veterans and qualified youth.
Comp Life Insurance Administration	\$.60	PEPM Add-on	Available only to Comp Ben clients; provides conversion and portability paperwork for terminated employees
Comp Year End Services	\$6.95 per W2 or 1099 per	PEPM Add-on	Includes Year-end information tax reporting; wage and tax register, and employee earnings cards
Comp 401K/Retirement Services		Miscellaneous	Pricing varies by client size
Comp Affirmative Action Planning		Miscellaneous	HR Works Referral
Comp Commuter Benefits		Miscellaneous	WageWorks Referral
Comp Custom Onsite or Online Training		Miscellaneous	Flat fee \$1500 plus T&E
Comp Recruiting Services Options		Miscellaneous	Varies depending on scope of work- 10% of salaries for non-executives; 15% of salaries for executives
Comp Onsite Risk & Safety Audit		Miscellaneous	Varies depending on scope of work
Comp Pay-by-Pay Workers' Compensation Coverage		Miscellaneous	\$42 flat rate per month regardless of client size



Comprehensive Services One-time Implementation Costs			Assumptions
Comprehensive Implementation/Setup	Under 1,000 Employees	Over 1,000 Employees	
Comprehensive HR	No Setup Cost	\$217,500.00	
Comprehensive Essentials	\$23,700.00	\$90,000.00	
Comprehensive Pay with Essential Time	\$24,000.00	\$217,500.00	
Comprehensive Pay with Enhanced Time	\$45,500.00	\$239,000.00	
Comprehensive Pay Standalone	Exception only	\$212,500.00	
Comp Pay Standalone with Enhanced HR and Ben Technology	Exception only	\$217,500.00	
Comprehensive Benefits	\$29,000.00	\$110,000.00	
Comp Talent Bundle	\$6,100.00	\$15,000.00	
Comp Recruitment	\$2,000.00	\$5,000.00	
Comp Performance	\$2,000.00	\$5,000.00	
Comp Compensation Management	\$2,000.00	\$5,000.00	
Comp TMBC Engagement	\$1,000.00	\$8,000.00	
Comp TMBC Team Performance	\$2,500.00	\$15,000.00	
Comp Premium implementation for TMBC Team Performance	\$7,000.00	Custom over 10,000ees	
Comp Total Absence Management	No Setup cost	\$1,800.00	
Comp Life Administration	No Setup cost	\$1,500.00	
Comp Essential Time and Attendance	\$3,900.00	\$40,000.00	
Comp Enhanced Time and Attendance	\$21,500.00	\$80,000.00	Additional \$3,000 per approved country
Comp Wisely Pay	\$2,500.00	\$2,500.00	Only for Additional Business
Comp Datacloud Analytics	\$1,000.00	\$2,500.00	Included for new clients after October 2017
Comp Document Cloud	\$1,000.00	\$5,000.00	Included for clients after July 2018
Comp Essential ACA	\$2,000.00	\$7,500.00	Included for all clients after July 2016; additional one time fees may apply if data needs to be converted
Comp Unemployment Compensation	\$250.00	No Setup cost	

Comp Additional Controls	\$1,000.00	\$1,000.00	Per control when done after initial sale
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\*Special not to exceed pricing for OMNIA Partners members only

Appendix C, Doc #2

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

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

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

ADP, Inc. \_\_\_\_\_

**Contact**



\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Dana Fox

**Printed Name**

\_\_\_\_\_  
Vice President, Alliances

**Position with Company**

**Address**

\_\_\_\_\_  
5800 Windward Pkwy

\_\_\_\_\_  
Alpharetta, GA 30005

**Official  
Authorizing  
Proposal**

Should Region 4 Education Service Center select ADP, Inc. for award, an authorized official will contractually bind the company by signing the agreement at that time.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_  
404-445-9529

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_  
N/A

*Appendix C, DOC # 3*

**Implementation of House Bill 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

**Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 ADP, Inc.  
 Alpharetta, GA United States

**Certificate Number:**  
 2020-656041

**Date Filed:**  
 08/11/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4 Education Service Center (ESC)

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 20-07  
 Human Capital Management Systems and Managed Business Solutions

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Dana M. Fox, and my date of birth is 2/23/1968.

My address is 138 Radcliffe Ct, Jupiter, FL, 33458, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Palm Beach County, State of Florida, on the 20 day of August, 2020.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Dana Fox, as an authorized representative of

ADP, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

  
Signature of Named Authorized Company Representative

August 20, 2020  
Date

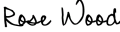
**Certificate Of Completion**

Envelope Id: 63E50DC47D964E8DA89A513BD8A94D41	Status: Sent
Subject: Council Legislation - Finance Payroll - MasterTax	
Source Envelope:	
Document Pages: 473	Signatures: 5
Certificate Pages: 16	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


**Record Tracking**

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
9/30/2024 2:47:43 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


**Signer Events**

Signer Events	Signature	Timestamp
Rose Wood		Sent: 9/30/2024 2:58:59 PM
Rose.Wood@nashville.gov		Viewed: 9/30/2024 3:17:22 PM
Finance Admin		Signed: 9/30/2024 3:18:00 PM
Metro Finance Dept. OMB		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	


**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dennis Rowland		Sent: 9/30/2024 3:18:09 PM
dennis.rowland@nashville.gov		Viewed: 10/2/2024 6:39:52 AM
Purchasing Agent & Chief Procurement Officer		Signed: 10/2/2024 6:40:24 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kevin Crumbo/mjw		Sent: 10/2/2024 6:40:32 AM
MaryJo.Wiggins@nashville.gov		Viewed: 10/2/2024 11:14:03 AM
Security Level: Email, Account Authentication (None)		Signed: 10/2/2024 11:15:05 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 10/2/2024 11:14:03 AM  
ID: 51322618-7a93-4eec-a274-86699fdc2b20

Tessa V. Ortiz-Marsh		Sent: 10/2/2024 11:15:13 AM
tessa.ortiz-marsh@nashville.gov		Viewed: 10/2/2024 11:15:52 AM
Security Level: Email, Account Authentication (None)		Signed: 10/2/2024 11:16:04 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 10/2/2024 11:15:52 AM ID: c699f06a-2423-43a5-ac97-deb44468c530		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 10/2/2024 11:16:14 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/2/2024 8:57:55 AM  
ID: 1310bfde-0e01-444b-ac2e-362bd3ef8b45

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/2/2024 11:15:52 AM  
ID: c699f06a-2423-43a5-ac97-deb44468c530

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 10/1/2024 11:42:08 AM  
ID: 708aad35-5132-4e02-b877-ce9367607d1c

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/30/2024 2:58:59 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>		
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