D-26-13936

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/07/26 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: ______ **Date Prepared:** ______

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with ADP, Inc. for human capital management systems and managed business solutions for the Finance Department.

Submitted to Planning Commission? ☐ **N/A** ☐ **Yes-Date:** ______ **Proposal No:** ______

Proposing Department: ______ **Requested By:** ______

Affected Department(s): ______ **Affected Council District(s):** ______

Legislative Category (check one):

☐ Bonds	☐ Contract Approval	☐ Intergovernmental Agreement
☐ Budget - Pay Plan	☐ Donation	☐ Lease
☐ Budget - 4%	☐ Easement Abandonment	☐ Maps
☐ Capital Improvements	☐ Easement Accept/Acquisition	☐ Master List A&E
☐ Capital Outlay Notes	☐ Grant	☐ Settlement of Claims/Lawsuits
☐ Code Amendment	☐ Grant Application	☐ Street/Highway Improvements
☐ Condemnation	☐ Improvement Acc.	☐ Other: ______

FINANCE **Amount +/-: $** ______ **Match: $** ______

Funding Source:

Capital Improvement Budget	Judgments and Losses
Capital Outlay Notes	Local Government Investment Project
Departmental/Agency Budget	Revenue Bonds
Funds to Metro	Self-Insured Liability
General Obligation Bonds	Solid Waste Reserve
Grant	Unappropriated Fund Balance
Increased Revenue Sources	4% Fund
	Other: ______

Approved by OMB: Ken Hartlage

Approved by Finance/Accounts: ______

Approved by Div Grants Coordination: ______

Date to Finance Director's Office: 3/5/2026 | 2:58 PM CST

APPROVED BY FINANCE DIRECTOR'S OFFICE: Jenneen Reed/mjw

ADMINISTRATION

Council District Member Sponsors: ______

Council Committee Chair Sponsors: ______

Approved by Administration: ______ **Date:** ______

DEPARTMENT OF LAW

Date to Dept. of Law: ______ Approved by Department of Law: ______

Settlement Resolution/Memorandum Approved by: ______

Date to Council: ______ For Council Meeting: ______ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy *Administration – Yellow Copy* *Finance Department - Pink Copy*

Resolution No. ______________

A resolution accepting the terms of a cooperative purchasing master agreement with ADP, Inc. for human capital management systems and managed business solutions for the Finance Department.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Region 4 Education Service Center, a state of Texas local governmental agency, and ADP, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Finance Department but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Region 4 Education Service Center, a state of Texas local governmental agency, and ADP, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
____
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw
____
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Kelli Woodward
____
Assistant Metropolitan Attorney

INTRODUCED BY:

____

____

____
Member(s) of Council

C2026068

Tuesday, February 17, 2026

Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Innocent Dargbey
What is your department?	Finance - Payroll
What is your email address?	Innocent.Dargbey2@nashville.gov
What is your phone number?	(615) 880-2827
In addition to your department, will other Metro departments be utilizing this cooperative?	No.
How much do you estimate spending on this cooperative contract?	$660,000

Cooperative Information

What is the cooperative entity?	Cooperative - Omnia.
What is the lead agency?	Region 4 ESC
Who is the supplier?	ADP Inc.
Is the supplier registered in iSupplier?	Yes.
If yes, what is the supplier's ISN?	2338
What is the contract number?	R250901
When did the contract start?	Thursday, January 1, 2026

When does the contract end? Sunday, December 31, 2028

What was the solicitation method for this contract? RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Payroll Tax and Agency Information Reporting in conjunction with the new Oracle Cloud Human Capital Management (HCM) Systems and Business Management Solutions

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

> Reduced time compared to going through a full RFP process since the cooperative agreement has already been procured via a competitive process.
> Improved buying efficiency
> Potentially better terms.

Upload the original contract from the lead agency. OMNIA Partners Renewed Contract th... .pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080? No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law. Yes.

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency. OMNIA Partners Renewed Contract th... .pdf

This solicitation was advertised, open, and unrestricted. Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request. Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request. Yes

DEPARTMENT of FINANCE
DIVISION OF PURCHASES

PURCHASING.NASHVILLE.GOV

Cooperative Request Review

This cooperative request for **human capital management systems and managed business solutions from ADP, Inc. via Omnia contract # R250901** is recommended for approval.

The anticipated project value is **$660,000.00.** The estimated savings to Metro via this cooperative is **$64,571.00.**

The cooperative was requested by **Finance**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

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 9 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately $17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately $2,386.00. **A total savings (discount + staff time) of $64,571.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
02/23/2026

DEPARTMENT of FINANCE
DIVISION OF PURCHASES

PURCHASING.NASHVILLE.GOV

Cooperative Request Signature Form

Co-Op Request Number	C2026068
Date Received	February 17, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland ZHK

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

2/23/2026 | 4:28 PM CST
Date Signed

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R250901

for

Human Capital Management Systems and Business Management Solutions

with

ADP, Inc.

Effective: January 1, 2026

The following documents comprise the executed contract effective: January 1, 2026

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of __________, 202X 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 RFP 25-09 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 initial 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 in its sole discretion to renew the Contract for additional terms up to **two (2) years** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

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 consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

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. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

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. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "NON-PERFORMANCE /TERMINATION OF CONTRACT".

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. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "FORCE MAJEURE".

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "LICENSES AND PERMITS; PERFORMANCE".

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "SURVIVAL".

14) Delivery. Conforming products 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 by Region 4 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. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. 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. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

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. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

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. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

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.

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. Should the original or addended proposal solicitation identify insurance is required to perform a work, 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 on the Deviation Form submitted with the request for proposal.

Company Name ADP, Inc.

Address 5800 Windward Parkway

City/State/Zip Alpharetta, GA 30005

Telephone No. 267-421-2827

Email Address april.hamlen@adp.com

Printed Name April Hamlen

Title Director, Strategic Alliances

Authorized signature April Marie Hamlen

Accepted by Region 4 ESC:

Contract No. R250901

Initial Contract Term 01/01/2026 to 12/31/2028

LaVerie Wise 10/28/2025

Region 4 ESC Authorized Board Member Date

LaVerie Wise

Print Name

10/28/2025

Region 4 ESC Authorized Board Member Date

Andy Reyes

Print Name

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

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/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the documents when possible)	Accepted (For Region 4 ESC's use)
Appendix A: Contract	New Clause: Agreements with Participating Members	ADP proposes the addition of the following new clause: XX) **Agreements with Participating Members.** Any Participating Member, including Region 4 ESC, procuring services from Contractor pursuant to this Contract shall execute with Contractor a separate Global Master Services Agreement ("GMSA") materially similar to the example attached to Contractor's proposal which shall govern Contractor's provision of the services. A GMSA between Contractor and a Participating Member signed before expiration or termination of this Contract shall survive termination or expiration of this Contract.	Approved 11/11/25 Per AdamTabor Region 4 will remain at 3years w 2,1years options
Appendix A: Contract Page 1	1) Term of agreement	Contractor accepts this section as proposed. However, Contractor is willing to agree to an initial term of up to five (5) years plus two (2) additional one-year renewal terms at the proposed not-to-exceed pricing.	Approved

Appendix A: Contract Page 6	30) Indemnity	Per ADP policy, ADP's indemnification shall be for third-party claims and subject to ADP controlling the defense and/or settlement. ADP proposes deleting Section 30 in its entirety and replacing it with the following: 30) Indemnity. a. Contractor shall protect, indemnify, and hold harmless Region 4 ESC and its administrators, employees and agents (collectively, the "Indemnitee") against all third-party claims arising out of or resulting from (i) the actions of Contractor, Contractor employees or subcontractors in the preparation of the solicitation, (ii) the negligent or intentional acts or omission of Contractor, Contractor employees or subcontractors in the performance of the services, and (iii) allegations that the services infringe the intellectual property rights of a third party. b. The foregoing indemnity is conditioned on (i) Indemnitee promptly notifying Contractor of any matter in respect of which it seeks to be indemnified, and (ii) Indemnitee giving Contractor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof. Contractor shall have no indemnification obligation for any claim if Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of Contractor, which consent shall not be unreasonably withheld. Indemnitee's failure to promptly give notice to Contractor shall affect Contractor's obligation to indemnify Indemnitee only to the extent Contractor's rights are materially prejudiced by such failure. Indemnitee may participate, at its own expense, in any defense or settlement discussions directly or through counsel of its choice.	Approved
Appendix A: Contract Page 6	32) Certificates of Insurance	In lieu of the proposed notice requirement, ADP shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any material modifications or cancellation of	Approved

		policies.	
General Terms and Conditions: Page 8	14) Pricing Escalation/De-Escalation	ADP cannot represent that its proposed not-to-exceed pricing will always result in Participating Members receiving the lowest possible pricing compared to other ADP public sector clients who purchase the same services under different circumstances. However, Vendor commits that the not-to-exceed pricing provided is Vendor's lowest available not-to-exceed pricing offered to Vendor public sector customers nationwide. Vendor further commits that if a Participating Member is eligible for lower pricing for substantially the same scope and volume of Vendor's services through a national, state, regional or local or cooperative contract, Vendor will match such lower pricing for that Participating Member.	Approved
General Terms and Conditions: Page 13	23.11.	ADP does not maintain records detailing which terms are offered to its "most favored customer." As such, ADP cannot agree that the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to its most favored customer under equivalent circumstances. This section is deleted in its entirety and marked as "Reserved."	Approved
General Terms and Conditions: Page 13	23.15.	ADP does not agree to consequential damages. ADP proposes adding the following to the end of the section: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, REGION 4 ESC OR ANY PARTICIPATING MEMBER WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS CONTRACT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	Approved
General Terms and	33. Right to Audit	Region 4 ESC shall provide at least 30 days'	Approved

Conditions: Page 16		advance notice of any such audit. Any such audit must be reasonably limited in scope and duration and will not include access to ADP or third-party confidential information or ADP data centers.	
General Terms and Conditions: Page 17	39. Vendor Assurance	ADP does not maintain records detailing which terms are offered to its "most favored customer." As such, ADP cannot agree that the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to its most favored customer under equivalent circumstances. This section is deleted in its entirety and marked as "Reserved."	Approved
General Terms and Conditions: Page 18	44. Educational Records	ADP agrees to abide by the FERPA rules and regulation as applicable to ADP. However, ADP does not agree that it is considered a "School Official" as defined by FERPA.	Approved
General Terms and Conditions: Page 20	47.1	ADP agrees provided this indemnity is subject to ADP's proposed notification requirement (30.b) to Section 30 of the Contract.	Approved

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 Contract for Purchase

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 Waiver of Preparation Costs and Claims

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 receipt, handling, 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.

.3 **Confidentiality**
Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term "CONFIDENTIAL" on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**
A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR's own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s' attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 <u>STATEMENT OF INCLUSION/APPLICABILITY</u>
These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR’S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 REGION 4 ESC shall be designated as an Additional Insured on the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy.
.2 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.
.3 All of VENDOR'S insurance coverage shall be primary and non-contributory.
.4 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.
.5 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.
.6 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.
.7 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.
.8 Casualty Insurance and Securities-Minimum Requirements:
   a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.
   b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000
   c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:
   d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000
   e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
  - has its principal place of business in this state; or
  - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR’s representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR’S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 <u>FORCE MAJEURE</u>

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR 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 the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

The prevailing party in any adjudication relating to or arising out of this Agreement shall be awarded all reasonable and necessary attorneys' fees and costs.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

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 VENDOR'S pricing that is offered 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 VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES
The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE
The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE
The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS
If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL
Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR 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 VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ENTIRELY FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;

.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;

.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;

.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;

.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;

.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and

.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 <u>LICENSES AND PERMITS; PERFORMANCE</u>

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.
.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.
.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).
.4 All services shall be completed during the effective dates of the Agreement.
.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.
.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.
.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.
.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.
.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).
.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

25-09 Addendum 1
ADP, Inc.
Supplier Response

Event Information

Number: 25-09 Addendum 1
Title: Human Capital Management Systems and Business Management Solutions
Type: Request for Proposal - Region 4 ESC
Issue Date: 4/30/2025
Deadline: 6/19/2025 02:00 PM (CT)
Notes: 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.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Wednesday, May 14, 2025 at 11:00 am CST
via ZOOM at https://esc4.zoom.us/j/95494803101?from=addon

Offerors are strongly encouraged but not required to participate in a pre-proposal conference with the Procurement Contract Specialist.

Contact Information

Address: Procurement
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

ADP, Inc. Information

Address:	5800 Windward Pkwy Alpharetta, GA 30005
Phone:	(844) 227-5237
Web Address:	www.adp.com

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

April Hamlen	april.hamlen@adp.com
Signature	*Email*

Submitted at 6/18/2025 03:43:41 PM (CT)

Requested Attachments

Offer and Contract Signature Form — Offer and Contract Signature Form.pdf

Please complete, sign and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

Deviation Form — Deviation Form-Example GMSA.pdf

Please complete and upload the Deviation Form, located on the Attachments tab. *NOTE: Any and add Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

W-9 Upload — ADP_Inc_Form_W-9_-_PA_03.14.24.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Products and Pricing — OMNIA_Solution_Overviews.docx

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.

Disclosure of Interested Parties form or Evidence of Exemption — Signed Form 1295.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Conflict of Interest Questionnaire — *No response*

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Diversity, HUB Certifications — *No response*

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Value Added Services — Value-Add.pdf

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

OMNIA Partners - Exhibit A - Response for National Cooperative Contract — OMNIA Partners - Exhibit A - Response for National Cooperative Contract.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload shall consist of a single document of the Proposer's own design that addresses the information in Exhibit A.

OMNIA Partners - Exhibit F Federal Funds Certifications — OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Complete and upload your response to Exhibit F - Federal Funds Certification. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

OMNIA Partners - Exhibit G New Jersey Business Compliance — OMNIA Partners - Exhibit G New Jersey Business Compliance - NOTARIZED.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signature, and information fields completed as appropriate.

Additional Agreements Offeror will require Participating Agencies to sign. — *No response*

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

Dunn & Bradstreet Report — ADP_DUNS_PDF.pdf

Addendum No. 1 — 25-09 Addendum 1.pdf

Please sign and upload Addendum No. 1 here.

Bid Attributes

1	**CONTRACT DURATION** The initial 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 in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term. ☑ I certify compliance with this attribute.
2	**NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL** April Hamlen
3	**HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME** 76
4	**WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?** 1100000
5	**WHAT ARE YOUR BUSINESS HOURS?** ADP's standard business hours are from 8:00 AM to 5:00 PM in your local time zone.

6	**IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?** If Yes, type "YES". If No, describe your payment schedule in the field provided. YES
7	**WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?** Provide your answer in number of DAYS after receipt of order (ARO). Each product or group of products has a different implementation timeline and therefore, there is no standard lead time.
8	**ACCOUNT MANAGER NAME** Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal. April Hamlen
9	**ACCOUNT MANAGER EMAIL** april.hamlen@adp.com
10	**ACCOUNT MANAGER PHONE** (770) 743-4975
11	**PAYMENT REMITTANCE ADDRESS** *No response*
12	**PAYMENT REMITTANCE PHONE**
13	**CONTRACT/PURCHASE ORDER/QUOTE EMAIL** Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com. *No response*
14	**CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE** If applicable, please provide a fax number to send orders and quote requests.
15	**REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE** Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing. *No response*
16	**COMPANY WEBSITE ADDRESS, IF APPLICABLE** www.adp.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

Our Partner Development Director, Richard Pullen initially notified us of this bid opportunity, we then received the email notification via lonwave.

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Entity: [redacted] Contact: [redacted], Payroll Phone: [redacted] Email: [redacted].gov [redacted] has 1100 ee's, WFN payroll, HR, Benefits, ACA, Performance, Recruitment, Wisely, eTime, Employment Verification. Been with ADP since 2008

19 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Entity: [redacted] Contact: [redacted] HR Director Phone: [redacted] Email: [redacted]gov [redacted] has 200ee's, WFN payroll, HR, analytics, ACA, Onboarding, Compensation, Doc Cloud, Performance, Recruitment, Wisely, WFMgr, Employment Verification. Been with ADP since 2021

20 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include:

- Entity Name
- Contact name and title
- Contact phone number and email address
- Contact city and state
- Years of service provided
- Description of services/products provided
- Annual volume of business handled for the customer

Entity: [redacted] Contact: [redacted] Phone: [redacted] Email: [redacted].org [redacted] has 4,000 ee's, WFN payroll, Analytics, HR, Benefits, Doc Cloud, ACA, SASS, Learning, Onboarding, Performance, Recruitment, Employment Verification, 401K. Been with ADP since 2021

21 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

New Jersey

22 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

23 **PARTIAL AWARD ACCEPTANCE**

REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors.

☑ I understand.

24 **PURCHASE ORDER POLICY**

REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order.

☑ I understand.

25 **ADDENDA NOTIFICATIONS**

Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration.

☑ I understand.

26 **How does the Offeror handle returns and restocking? Describe the return policy, restocking fees, and how these processes are managed.**

N/A

27 **How does the Offeror respond to emergencies? Please outline the emergency response process for urgent orders.**

ADP has taken significant steps toward mitigating the impact of business interruption resulting from a variety of potential events, including the loss of key facilities and resources. A Global Business Resiliency Policy and Program has been developed, in compliance with applicable regulations and guidelines, to establish a single global framework for how ADP manages and controls identified risks resulting from disasters and other significant business disruptive events.

28 **What is Offeror's average Fill Rate?**

N/A

29 **What is the Offeror's history of meeting delivery timelines? Provide the vendor's average on-time delivery and fill rates.**

ADP's implementation teams focus on meeting agreed-upon time and budget plans, and most projects go live on time and within budget.

30	**How does the Offeror ensure product/service quality? Describe the quality standards and warranty options for products/services.**
	As a service organization, ADP works to ensure total quality and client satisfaction through several processes and programs, including client loyalty metrics, quality reporting, continuous reinvestment, SOC reporting (SSAE, ISAE, ASAE and CSAE) and fully operational disaster recovery/business continuity plans. Achieving quality standards takes hard work, dedication and commitment. We have studied the best practices of HCM providers and companies in related industries. From this analysis, we have developed our own standards for meeting or exceeding our clients' needs and positioning ourselves for continuous improvement. Our quality and client satisfaction programs focus on ongoing enhancements to customer service, convenience and cost-effectiveness. These enhancements are joint efforts with our clients, and we look forward to working with [Clientname] to develop and implement solutions that best meet your needs and those of your employees.
31	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**
	We have a mix of resources and communication methods to support your business needs. Dedicated teams quickly address time-sensitive questions and daily support needs. These associates can be reached via telephone and email, and there are options to create and view cases online, including • Telephone support hours for payroll, workforce management and HR are 8:00 a.m. to 5:30 p.m. (in your current time zone). • Online self-service and learning portals are available 24x7. • The Bridge is ADP's social networking community for our clients. It provides a peer-to-peer online forum for sharing knowledge on a range of HCM topics.
32	**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.**
	Except to the extent otherwise stated below, Client will pay all invoices via direct debit of funds within 45 days of the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. The ongoing Services fees billed monthly shall commence effective on the first day of the month in which the Services are made available to Client.
33	**How will the Offeror ensure smooth contract implementation? Describe the transition plan for customers adopting the Offeror's goods/services.**
	ADP has the ability to "translate" client data and map it to appropriate fields via our conversion tools. Clients typically provide the data to ADP in a repeatable format, and we build the conversion program. Conversion of employee data is completed programmatically based on the client's source files. During implementation, ADP works with you to develop a mapping routine from your source systems to populate employee data and any year-to-date balances necessary for tax balancing.
34	**Describe the financial condition of Offeror.**
	With 75 years in business, ADP is a financially sound, fiscally prudent organization with revenues of approximately $19.2 billion. ADP maintains strong credit ratings by Standard & Poor's (AA-), Moody's (Aa3) and Dun & Bradstreet (5A3).
35	**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.**
	https://www.adp.com/resources/articles-and-insights/articles/o/omnia-partners-resources-for-the-public-sector.aspx This website shows our resources and solutions available for our clients and prospects. It includes a link to our Omnia microsite, as well as a link to register with Omnia if they are not already registered. Our website also includes contact information and a form to fill out to be contacted by ADP.
36	**Describe the Offeror's safety record.**
	ADP follows standard, formalized health and environmental safety policies. Although we do not release this information as part of an RFP response, we can provide this documentation upon request as part of a finalist presentation. Additional information regarding ADP's health and wellness programs is available at sustainability.adp.com/social.

37 Provide a brief history of the Offeror, including year it was established and corporate office location. Please also provide experience providing similar products and services.

ADP was founded in 1949 by Henry Taub in Paterson, New Jersey, as Automatic Payrolls, Inc. The first ADP office processed payroll manually with a bookkeeping machine, addressograph equipment, calculators and comptometers. With the introduction of punch-card machines, 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 a leading global technology company providing human capital management (HCM) solutions and business process outsourcing (BPO) to more than 1.1 million clients in more than 140 countries.

38 What is the Offeror's reputation in the industry? Provide a brief description of the vendor's standing and reliability in the market.

ADP has been named to Fortune Magazine’s Most Admired Companies every year since 2006. ADP is a S&P 500 Dividend King and has increased its dividend for 50 consecutive years. ADP also maintains a long-term debt/equity ratio of nearly zero — meaning we have one of the strongest balance sheets among large companies. The amount of free cash flow a company brings in is an indicator of the strength of their business operations. Defined as the difference between operational cash flow and capital expenditures, free cash flow shows how easily a company maintains its income. A company typically needs substantial free cash flows to pay dividends and grow the business.

39 Are the Offeror's products/services well regarded? Please describe how the Offeror's products and services are perceived by customers. You are welcome to include any customer reviews or feedback to illustrate your response.

The marketplace for human capital management continues to recognize ADP as an innovative leader. Information regarding the awards and recognition ADP has received can be found at adp.com/about-adp/awards-and-recognition.

40 Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

No distributors/dealers/resellers/subsidiaries or partners will be used to fulfill the contract.

41 Describe the experience and qualifications 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

42 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.

43	**Describe any past or present litigation, bankruptcy, reorganization involving supplier.** In the normal course of business, Automatic Data Processing, Inc. and its subsidiaries (ADP) are subject to various claims and litigation. For a discussion of material governmental or regulatory actions, if any, please refer to our public filings with the U.S. Securities and Exchange Commission, including the notes to our financial statements, which filings are available on our corporate website (https://investors.adp.com/financial-information/sec-filings/default.aspx). While the outcome of any litigation is inherently unpredictable, unless otherwise stated in our public filings, ADP does not believe the ultimate resolution of these matters will have a materially adverse impact on our financial condition, results of operations, cash flow or ability to provide services to our clients.
44	**Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.** ADP has vast experience supporting the government and education sector across a broad range of payroll, HR, time, tax and pay card services is significant — since these needs are complex and require unique flexibility in contracting and delivery of services. ADP is increasingly partnering with public-sector organizations who are leveraging cloud-based financial solutions or cloud-based HR systems of record to fill compliance and functionality gaps related to managing employment tax, Forms W-2, compliance with the Affordable Care Act, recruitment, etc.
45	**Indicate if Offeror is licensed to do business in all 50 states.** ☑ Yes ☐ No

46	**Value Add - 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 for our clients. Mobile: ADP’s mobile app provides access to key HCM functionality across employee and manager personas, HR domains, geographies and device types. Employees can access real-time HR, benefits, time and payroll-related data wherever they are. ADP’s mobile app is available through Apple and Android applications (minimum supported versions are iOS 15 and Android 8.0). Users can leverage an ID and password, Touch ID for iOS and Android devices or Face ID for iOS devices that support this feature. Mobile access uses the same high-level security infrastructure and encryption as our web-based solutions. Users across 400,000 clients leverage ADP's mobile app to improve employee communications, drive productivity and increase employee engagement. It has been rated 4.7/5.0 stars by more than 1.7 million users on the Apple App Store. 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: Available in your HCM platform, ADP DataCloud is an AI-powered workforce analytics platform that helps our clients easily unify, enhance and tap into their people data to better solve important business challenges, including: • Attracting and retaining talent. • Optimizing costs. • Driving diversity, equity and inclusion. • Offering better benefits. All analytics and reporting capabilities include prebuilt content and operate from your existing ADP security profiles. All history records may be accessed to support in-depth trend analysis. ADP DataCloud is powered by anonymized data from more than 1.1 million clients across 140 countries and 42 million wage earners globally. Best Practice Program: Through our optional Hackett-certified best-practice program, we help you optimize the business outcomes provided by your ADP solution — during implementation and beyond. Our unique program draws on insights captured from more than 1,200 HCM benchmarking and performance studies to provide best-practice metrics, process flows, inquiry support and other organizational guidance to help you solve workforce issues and drive better business outcomes. Solution Optimization: ADP provides consulting to our clients and prospective clients based on our own product offerings. We have a team of subject-matter experts that can address our individual product lines from sales to implementation (and post go-live) to help ensure ADP’s solution is meeting our clients’ needs. As an optional service, ADP Professional Services subject-matter experts can help you execute complex compliance assessments, evaluate and redesign processes and procedures and drive change-management and communications programs to help optimize your HCM investments. We can help manage critical projects that can drive business outcomes in key business areas.

47	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**
	N/A

48	**How does the Offeror price their products or services?** • Is pricing based on a discount from a manufacturer's price list, catalog, or a fixed price? • Include price and product, service, and/or solutions lists with the following information, if applicable: manufacturer or other part number, product/service description, manufacturers suggested or another list price, and net price.
	Depending on the solution, we price our products at a per employee per month, per unit per month, or per employee per processing.

49	**Describe any shipping charges (where applicable).**
	N/A

50	**Provide pricing for warranties on all products and services.** N/A
51	**Describe any return or restocking fees.** N/A
52	**Are there additional discounts or rebates for larger orders or other factors? Please describe any potential savings based on volume, annual spending, or other incentives.** Each deal is priced per the specifics of the deal. Discounting would be determined per deal, services, spend at the time of sale and/or renewal.
53	**How can the Offeror ensure contract pricing? How can customers verify that they are getting the agreed-upon contract prices?** Client will have a final copy of agreement with agreed upon pricing. Client will receive invoicing to confirm billing is per agreed upon rates.
54	**How will price updates be handled? Describe the frequency and method for price adjustments during the contract term.** Contract terms will include any agreed upon pricing updates and appropriate timing of these changes. Standard price increase terms include annual update on the anniversary of contract execution.
55	**How are future product introductions priced? Explain how new products or services introduced during the contract will align with current pricing?** New or additional services in the future are priced individually with current products/services/pricing considered in the evaluation.
56	**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. Through our supplier diversity program, we actively and routinely seek qualified minority-, women-, veteran-, disabled- and LGBTQ+-owned businesses, as well, as small disadvantaged business and small business enterprises, that can join our supplier network and provide competitive, quality commodities and services. We have dedicated resources, policies and procedures in support of our supplier diversity mission: • ADP's strategic sourcing and procurement process ensures the inclusion of diverse suppliers. • ADP communicates the value of supplier diversity to all stakeholders (internal and external). • ADP leverages our supplier diversity results to meet our clients' supplier diversity requirements. Our program encompasses Tier 1 and Tier 2 reporting. Additional information about ADP's supplier diversity program can be found here: https://www.adp.com/about-adp/corporate-social-responsibility/supplier-diversity.aspx
57	**Minority Women Business Enterprise Certification** If yes, list certifying agency. *No response*
58	**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification** If yes, list certifying agency. *No response*

59 Historically Underutilized Business (HUB) Certification

If yes, list certifying agency.

No response

60 Historically Underutilized Business Zone Enterprise (HUBZone) Certification

If yes, list certifying agency.

No response

61 Other recognized diversity certificate holder

If yes, list certifying agency

No response

62 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) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

ADP agrees to work with the Public Agencies' customers to transition them to the Master Agreement as it is requested, through our necessary legal channels. Today ADP does not hold any additional cooperative contracts within the public sector outside of Omnia Partners.

63 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.

☑ Yes
☐ No

64 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 Offeror's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes
☐ No

65 Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes
☐ No

66	**Provide the name, title, email and phone number for the person(s), who will be responsible for:** • Executive Support • Marketing • Sales • Sales Support • Financial Reporting • Accounts Payable • Contracts April Hamlen, Director of Strategic Alliances, april.hamlen@adp.com, 267-421-2827
67	**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.** ADP's national sales force is structured based on the agency's employee count, as well as geographically. The highest executive in charge of the sales team is David Foskett, President, Global Sales. Email: david.foskett@adp.com.
68	**Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.** As an existing supplier we will continue to leverage our existing channels to implement, grow and service the national program. Through a dedicated Alliance Director, we ensure our sales teams are aware of the Omnia members in their territories and also educate new sales associates on the partnership, the OMNIA contract and the benefits of leveraging the contract at their onboarding. In addition, ADP sales teams are committed to growing and nurturing their existing relationship with the Omnia Partners Teams. In conjunction with our partner development director we will continue to align our sales teams, implementation resources, project management teams & client success teams with the Omnia Partners team to create strategic plans to best educate and service the national program.
69	**Explain in detail how Offeror 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. ADP will continue to work directly with our Omnia Partners development director to align our resources in a strategic manner that best serves the agencies. As an existing supplier we have created a ongoing cadence with our partner development director to create meaningful alignments between teams to help the agencies achieve their human capital management goals. We will continue to leverage both Omnia & ADP's marketing resources to create and implement collateral, webinars and joint thought leadership to best service those existing and new public agencies. ADP strives to provide industry leading implementation support. ADP's end-to-end solutions includes a thorough, well-planned approach to implementation for new participating public agencies. The experienced ADP professionals assigned to your project work closely with the agency, 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 an ADP implementation professional, who helps ensure a successful implementation. ADP's project team comprises a relationship manager and implementation team who work with the agency to help ensure a smooth conversion within the agreed-on timelines and milestones. On successful completion of the implementation, the agency is introduced to their experienced client services team who provides quality ongoing support.
70	**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.** It is ADP's policy to not disclose specific information about our sales beyond what we report on our annual reports, which can be found here: https://investors.adp.com/financials/annual-reports/default.aspx Providing information around our clients would violate ADP's policies around client privacy, where we have agreed to gain express permission from any clients before we can provide details about their relationship with ADP.

71 **Year 1 - Provide the Contract Sales (as defined in Section 12 of 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").**

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

No response

72 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

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

No response

73 **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

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

No response

74 **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

75 **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.**

☑ Yes

76 **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

77 **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.

78 **Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.**

N/A

79	**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
	ADP has been and will continue to position our OMNIA contract as the preferred and primary vehicle to procure ADP's solutions. Our ADP sales teams have been trained to discuss our OMNIA contract and the benefits of leveraging the contract on the very first meeting with every Agency we engage, and we continue to reinforce this throughout the sales process. Days 1–10: Executive Leadership Endorsement • Formal Announcement to sales to share continuation of partnership & official contract award details of the Master Agreement. o Public Sector VP/Strategic alliance director to issue internal announcement of the Master Agreement. o Host an all-hands virtual meeting with leadership to articulate strategic significance, best practices on leveraging the master agreement & expected outcomes. o Outline roles, timelines, and value proposition to ADP on the Master Agreement. Days 11–30: National Sales Enablement Launch • Training Sessions : o Host region-based virtual training sessions, led jointly by Supplier's sales leaders & alliance director and OMNIA Partners & their partner development rep. o Include content on contract benefits, competitive differentiators, and how to position the master agreement. • Resource Deployment(Omnia Partners connect, joint collateral & sales resource) Days 31–60: Sales Adoption Acceleration • Continue region based -Training Sessions • Proactive alignment between ADP Sales & Omnia Partners Sales Resources, to create joint strategies and account mapping Days 61–90: Full Adoption & Field Accountability • Continue leveraging existing strategies used today along with strategies from days 11-60 • Roll out potential sales incentives for deals closed under the master agreement. o Host cadence calls with regional managers to share wins and pipeline strategies using the agreement.

80 **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

ADP has been and will continue to position our OMNIA contract as the preferred and primary vehicle to procure ADP's solutions. Our ADP sales teams have been trained to discuss our OMNIA contract and the benefits of leveraging the contract on the very first meeting with every Agency we engage, and we continue to reinforce this throughout the sales process. For our existing Public Agency, customers we begin to discuss renewal 12 months in advance of their current ADP Master Services contract expiration, and we position our OMNIA contract as the preferred method of renewing and extending their ADP services.   Days 1–30: Launch Marketing Foundation • Co-Branded Press Release: o Draft and publish release with OMNIA Partners in national and regional public-sector trade publications (e.g., Government Procurement, American City & County). • Website Update: o Refresh our existing ADP dedicated OMNIA Partners webpage, including: ? https://www.adp.com/resources/articles-and-insights/articles/o/omnia-partners-resources-for-the-public-sector.aspx ? Original RFP and full Master Agreement PDF ? Link to our Omnia Microsite ? Link to OMNIA registration page ? Dedicated toll-free number and email ? Updated ADP & Omnia Partners Collateral • Email Blasts: o Announce contract to existing public sector customers and prospects via segmented campaign. Days 31–60: Marketing Materials & Trade Event Integration • Marketing Collateral: o Update existing one-pagers, brochures, and vertical-specific flyers featuring OMNIA and Supplier branding, include updated Contract # & effective dates. • Trade Show Planning: o Register for industry specific events where ADP can have a presence • Event Promotion Support: o Collaborate with OMNIA on social campaigns and pre-event outreach industry specific events as applicable to ADP Days 61–90: Advertising, Promotion & Long-Term Enablement • Ongoing Campaign Development: o Plan case studies, thought leadership webinars, and testimonials from agencies onboarded through the agreement. Long-Term Commitments (Beyond 90 Days) • Regular cadence calls between dedicated ADP Strategic Alliance director & Omnia Partner Development Director. • On-going sales alignments between ADP & Omnia Partners • On-going training for ADP sales on the Master agreement • On-going training on ADP's suite of solutions available via the master agreement for Omnia Partners • Annual Event Participation: o Attend and sponsor OMNIA-aligned events as appropriate for ADP o Maintain co-marketing alignment through ongoing cadence with our Omnia Partner Development Rep & Marketing contact • Contract Lifecycle Marketing: o Regularly refresh homepage, materials, and success stories.

81 **GENERAL TERMS AND CONDITIONS**

Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

82 **DEVIATIONS TO TERMS AND CONDITIONS**

Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form.

☑ I certify compliance with this attribute.

83 **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

Use the list of values associated with this item to identify your status as it relates to this legal requirement.

Not Applicable-firm is a publicly held corporation

84 **NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

85 **CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity (“Contractors”) and entities that contract with school entity contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. **Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.**
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

86 **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION**

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

87 **DISCLOSURE OF INTERESTED PARTIES**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

88 **CONFLICT OF INTEREST QUESTIONNAIRE**

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.
☑ I certify compliance with this attribute.

89 **ENTITITES THAT BOYCOTT ISRAEL**

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

<u>EXCEPTIONS:</u> Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

90 **FOREIGN TERRORIST ORGANIZATIONS**

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

91 **FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

<u>APPLICABILITY</u>: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

<u>EXCEPTIONS</u>: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

92 **ENERGY COMPANY BOYCOTT PROHIBITED**

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

<u>EXCEPTIONS:</u> Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

93 **CRITICAL INFRASTRUCTURE AFFIRMATION**

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

<u>EXCEPTION</u>: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

94

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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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.)

OPTION A - No proprietary information

95

CONSENT TO RELEASE PROPOSAL TABULATION

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

96 **CONTRACTING INFORMATION**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

97 **ANTI-TRUST CERTIFICATION STATEMENT**

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

98 **FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS**

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.*

☑ I certify compliance with this attribute.

99

FEDERAL RULE (B) - TERMINATION CONDITIONS

(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.*

☑ I certify compliance with this attribute.

100

FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY

(C) 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 FR 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.”

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

*Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

☑ I certify compliance with this attribute.

101 **FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT**

(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.*

☑ I certify compliance with this attribute.

102 **FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.*

☑ I certify compliance with this attribute.

103 **FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(F) 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.*

☑ I certify compliance with this attribute.

104 **FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT**

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

105 **FEDERAL RULE (H) - DEBARMENT AND SUSPENSION**

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

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

106 **FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT**

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

☑ I certify compliance with this attribute.

107 **FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS**

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

108

FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

109

FEDERAL RULE (L) - BUY AMERICAN PROVISIONS

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

110

FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

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.

☑ I certify compliance with this attribute.

111 FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

112 FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

113 FEDERAL RULE - SOLID WASTE DISPOSAL ACT

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 Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

114 APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

115 COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

☑ I certify compliance with this attribute.

116 **INDEMNIFICATION**

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

117 **EXCESS OBLIGATIONS PROHIBITED**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

118 **SUSPENSION AND DEBARMENT**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

119 **CHANGE IN LAW AND COMPLIANCE WITH LAWS**

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

☑ I certify compliance with this attribute.

120 **Does the Offerors offer provide a percentage discount for different categories of products/services? If yes, please describe the discounts for each category. The discount shall remain the same throughout the term of the contract and at the renewal options**

The discount shall remain the same throughout the term of the contract and at the renewal options.

121 **Has the Offeror had a previous business relationship with Region 4? Briefly describe any past contracts or interactions.**

ADP has had a relationship with Region 4 for the past 18 years. Our most recent contract, R200701, was extended through April 30, 2026.

122 **Does the Offeror have any conflicts of interest with any employees of Region 4 ESC? Please explain any potential conflicts that may exist and submit the proper documentation required under Texas law if a conflict does exist.**

No

123 **Total number and location of salespersons employed by Supplier.**

It is ADP's policy not to provide this level of detail about our employees. We provide services in more than 140 countries and have salespeople worldwide.

124 **Please provide the number and location of support centers (if applicable) and location of corporate office.**

ADP's corporate office is located in Roseland, New Jersey. ADP has client service centers located in La Palma, California; San Dimas, California; El Paso, Texas; Maitland, Florida; Tempe, Arizona; Parsippany, New Jersey; Roseland, New Jersey; Salt Lake City, Utah; Elk Grove, Illinois; Louisville, Kentucky; Augusta, Georgia; Alpharetta, Georgia; Hyderabad, India; Pune, India; Chennai, India; and Manila, Philippines.

125 **Please provide the annual sales for the three previous fiscal years. Please submit FEIN and Dunn & Bradstreet report.**

Total annual revenue for the last three years is: FY 2024: $19.2 billion. FY 2023: $18 billion. FY 2022: $16.5 billion.

126 **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.

N/A

127	**Describe how supplier differentiates itself from its competitors.** ADP provides an innovative combination of technology and service designed specifically for mid-sized companies. With ADP payroll services as the foundation, our unified, flexible human capital management (HCM) solution can help you work smarter and propel your business forward. It is designed to adapt to your evolving needs and supports a mobile, "always-on" workforce. We can also help you reduce your administrative tasks and show you how to use your workforce data to drive better business decisions. ADP's HCM solutions allow our clients to benefit from: • Smart, scalable and secure solutions designed to support your changing business needs. • Configurable systems designed to real support business processes. • Proven HR and technology best practices. • Process automation that enhances productivity and efficiencies. • On-demand architecture that supports dynamic business models. • Lower IT costs and total cost of ownership. • World-class service and support.
128	**Describe any green or environmental initiatives or policies.** Environmental stewardship is essential to both our corporate social responsibility program and our business strategy. We are committed to investigating new environment and climate-related opportunities that will better serve our business, clients and communities around the world. We believe that creating sustainable products and streamlining our operations reduces our environmental impact and drives efficiency, innovation and ultimately, long-term value-creation. Our efforts focus on: • Energy and greenhouse gas management. • Waste management. • Green initiatives: • LEED certifications. • Renewable energy. • Eco-friendly office supplies. • Water safety. • Efficiency upgrades in our data centers. Please see our website for additional information regarding these initiatives: sustainability.adp.com/environment.
129	**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.** ADP's solutions are delivered as SAAS over the internet. ADP has clients in all 50 states, US Territories and Outlying Areas.
130	**Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.** N/A
131	**Provide ordering methods, online ordering, order tracking, search options, order history.** ADP services can be procured via their ADP Sales Representative. Interested parties can also get in contact with ADP via our website(https://www.adp.com/), 844-940-3512, through their Omnia Sales Resource, Omnia OPUS, or via our contact information listed on our Omnia Microsite. Due to the nature of our business online ordering, order tracking, search options and order history would not be relevant.
132	**Can the vendor provide all requested goods and services? Explain how the Offeror's products/services fulfill Region 4's needs. Include whether specific categories or items are excluded.** ADP is the world's largest provider of payroll and HR systems and services. More than 1.1 million clients use our solutions, including human capital management (HCM), payroll processing, HR services, benefits administration, business tax deposit and reporting, workforce management and 403(b) record keeping. 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.

133 What standard price adjustments can be anticipated? Identify any standard increases related to cost-of-living adjustments or other factors that may impact pricing throughout the duration of the contract.

The fees set forth in this Appendix will remain fixed during the first year following the date of the first invoice issued for the ongoing Services provided hereunder. During the remainder of the Initial Term, ADP will increase the fees for the Services on an annual basis by 4% with 30 days' prior written notice. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days' prior written notice to Client.

134 What is the Offeror's capability to meet service and warranty needs? Detail how service requests and warranty claims will be handled.

Trained, specialized service professionals are available Monday through Friday from 8:00 a.m.–5:30 p.m. in the local time zones. A client may request escalation of an issue at any time. The first point of escalation should be the service manager who determines the appropriate course of action and contacts the client to discuss the issue and the best path for resolution. Each client support call is logged into Service Connect (ADP's online collaboration/CRM tool) and is tracked until resolution.

135 What is the Offeror's capability to comply with laws and rules relating to historically underutilized businesses, if any? Confirm compliance and include any relevant details.

Although our clients are responsible for maintaining compliance with applicable laws, ADP's operational business units work with our legal counsel and our compliance group to stay updated on laws and regulations applicable to ADP's service offerings. Applicable changes are implemented, and clients are notified. All statutory requirements pertaining to our services are researched, monitored, and updated in the payroll system. ADP proactively monitors and evaluates the potential impact of legislative change on our clients and services. Some legislative/regulatory changes for benefits and payroll are automatically updated. Our associates keep themselves and plan sponsors informed of regulatory changes that may affect their plans. There are no charges for changes/upgrades because of legislative changes — unless our client's requirements differ from the recommended guidelines.

136 Are there any additional factors identified in the request for proposal that are relevant to the decision for award?

ADP's past performance as an HCM leader across our comprehensive suite of services includes our 18 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. Our success and reputation are based on the long-term, mutually beneficial relationships we enjoy with our business partners. There is great synergy between ADP and our partners — we leverage our strengths to offer integrated solutions that measure results and improve performance. This whole is greater than the individual parts, and our clients achieve significant return on their investments.

137 What is the long-term cost impact of the Offeror's products/services? Describe how the pricing and services offered affect Region 4's long-term costs.

ADP's HCM solutions can help to Reduce Total Cost of Ownership (TCO) * Outsourcing and Automation: By outsourcing or automating HR and payroll processes through ADP, Region 4 can offload administrative burdens and free up internal resources, allowing them to focus on core agency activities. * Integrated Solutions: ADP's integrated solutions for various HR functions (payroll, benefits, etc.) can reduce costs associated with maintaining disparate systems and manual processes. Lack of integration can cost organizations significantly. * Overtime Cost Minimization: ADP's workforce management solutions, like time and attendance tracking, can help minimize overtime costs and optimize labor scheduling. Improving Efficiency and Accuracy: * Streamlined Processes: ADP's solutions streamline and automate many HR tasks, reducing the time and resources needed for payroll administration, benefits administration, and other HR functions. * Reduced Risk of Penalties: By limiting the risk of tax penalties and ensuring compliance with regulations, outsourcing to a provider like ADP can offer long-term savings

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 on the Deviation Form submitted with the request for proposal.

Company Name ADP, Inc.

Address 5800 Windward Parkway

City/State/Zip Alpharetta, GA 30005

Telephone No. 267-421-2827

Email Address april.hamlen@adp.com

Printed Name April Hamlen

Title Director, Strategic Alliances

Authorized signature April Marie Hamlen

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

DEVIATION FORM for Region 4 ESC Terms ONLY
(Deviations for OMNIA Partners should be submitted by redlining the document)

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/Line	Term, Condition, or Specification	Exception/Proposed Modification (Deviation should be submitted in detail by redlining the documents when possible)	Accepted (For Region 4 ESC's use)
Appendix A: Contract	New Clause: Agreements with Participating Members	ADP proposes the addition of the following new clause: XX) **Agreements with Participating Members.** Any Participating Member, including Region 4 ESC, procuring services from Contractor pursuant to this Contract shall execute with Contractor a separate Global Master Services Agreement ("GMSA") materially similar to the example attached to Contractor's proposal which shall govern Contractor's provision of the services. A GMSA between Contractor and a Participating Member signed before expiration or termination of this Contract shall survive termination or expiration of this Contract.	
Appendix A: Contract Page 1	1) Term of agreement	Contractor accepts this section as proposed. However, Contractor is willing to agree to an initial term of up to five (5) years plus two (2) additional one-year renewal terms at the proposed not-to-exceed pricing.	

Appendix A: Contract Page 6	30) Indemnity	Per ADP policy, ADP's indemnification shall be for third-party claims and subject to ADP controlling the defense and/or settlement. ADP proposes deleting Section 30 in its entirety and replacing it with the following: 30) Indemnity. a. Contractor shall protect, indemnify, and hold harmless Region 4 ESC and its administrators, employees and agents (collectively, the "Indemnitee") against all third-party claims arising out of or resulting from (i) the actions of Contractor, Contractor employees or subcontractors in the preparation of the solicitation, (ii) the negligent or intentional acts or omission of Contractor, Contractor employees or subcontractors in the performance of the services, and (iii) allegations that the services infringe the intellectual property rights of a third party. b. The foregoing indemnity is conditioned on (i) Indemnitee promptly notifying Contractor of any matter in respect of which it seeks to be indemnified, and (ii) Indemnitee giving Contractor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof. Contractor shall have no indemnification obligation for any claim if Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of Contractor, which consent shall not be unreasonably withheld. Indemnitee's failure to promptly give notice to Contractor shall affect Contractor's obligation to indemnify Indemnitee only to the extent Contractor's rights are materially prejudiced by such failure. Indemnitee may participate, at its own expense, in any defense or settlement discussions directly or through counsel of its choice.	
Appendix A: Contract Page 6	32) Certificates of Insurance	In lieu of the proposed notice requirement, ADP shall give Region 4 ESC a minimum of thirty (30) days' notice prior to any material modifications or cancellation of	

		policies.	
General Terms and Conditions: Page 8	14) Pricing Escalation/De-Escalation	ADP cannot represent that its proposed not-to-exceed pricing will always result in Participating Members receiving the lowest possible pricing compared to other ADP public sector clients who purchase the same services under different circumstances. However, Vendor commits that the not-to-exceed pricing provided is Vendor's lowest available not-to-exceed pricing offered to Vendor public sector customers nationwide. Vendor further commits that if a Participating Member is eligible for lower pricing for substantially the same scope and volume of Vendor's services through a national, state, regional or local or cooperative contract, Vendor will match such lower pricing for that Participating Member.	
General Terms and Conditions: Page 13	23.11.	ADP does not maintain records detailing which terms are offered to its "most favored customer." As such, ADP cannot agree that the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to its most favored customer under equivalent circumstances. This section is deleted in its entirety and marked as "Reserved."	
General Terms and Conditions: Page 13	23.15.	ADP does not agree to consequential damages. ADP proposes adding the following to the end of the section: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, REGION 4 ESC OR ANY PARTICIPATING MEMBER WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS CONTRACT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	
General Terms and	33. Right to Audit	Region 4 ESC shall provide at least 30 days'	

Conditions: Page 16		advance notice of any such audit. Any such audit must be reasonably limited in scope and duration and will not include access to ADP or third-party confidential information or ADP data centers.	
General Terms and Conditions: Page 17	39. Vendor Assurance	ADP does not maintain records detailing which terms are offered to its "most favored customer." As such, ADP cannot agree that the prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to its most favored customer under equivalent circumstances. This section is deleted in its entirety and marked as "Reserved."	
General Terms and Conditions: Page 18	44. Educational Records	ADP agrees to abide by the FERPA rules and regulation as applicable to ADP. However, ADP does not agree that it is considered a "School Official" as defined by FERPA.	
General Terms and Conditions: Page 20	47.1	ADP agrees provided this indemnity is subject to ADP's proposed notification requirement (30.b) to Section 30 of the Contract.	

GLOBAL MASTER SERVICES AGREEMENT

Effective Date: ______________________

As between:

ADP, Inc.
(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

[Participating Member]
(Referred to in this agreement as "Client")
Client Address for Contract
Client City State Zip,

ADP and Client agree that ADP shall provide Client with the following services, in the applicable Approved Countries, described in and in accordance with the terms set forth in this Global Master Services Agreement.

[Services in scope will be listed here]

ADP, Inc.

Signature of Authorized Representative

Printed Name

Title

Date

[Participating Member]

Signature of Authorized Representative

Printed Name

Title

Date

Appendices

- Pricing and Financial Terms

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15.2. Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assi[redacted]

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[redacted]

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions

June 19, 2025

Presented By

Joe Moyer
Vice President, Vertical Solutions
(847) 727-0930
joe.moyer@adp.com

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ADP Workforce Manager

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – ADP Workforce Manager

June 19, 2025

Presented By

Joe Moyer
(847) 727-0930
joe.moyer@adp.com

ADP Workforce Manager Overview

ADP® Workforce Manager is an intuitive, mobile, intelligent cloud-based workforce management solution that can change how Region 4 ESC manages your workforce by reducing costs, simplifying compliance, improving productivity and increasing engagement.

ADP has been named Number One in the Ventana Research Buyers Guide 2024 Assessment. ADP was recognized for innovative workforce management solutions aimed to help businesses control labor costs, increase productivity and simplify compliance. ADP earned the highest rank in Workforce Management Suites and Workforce Management Basics categories.

The consumer-grade user interface and mobile-first, responsive, adaptive design gives Region 4 ESC access to the industry's most comprehensive mobile workforce management functionality for:

- Data collection.
- Time and attendance tracking.
- Time off/accruals calculation and tracking.
- Scheduling.
- Absence management.
- Labor analysis, reporting and analytics.

Managers can establish team quotas for absenteeism, and the solution will recommend whether or not to auto-approve time-off requests based on these quotas and other relevant criteria (e.g., insufficient balance).

The innovative and user-friendly business intelligence tool embedded in ADP's workforce management solution makes it incredibly easy for managers to create data views with metrics and charts, pin them to the landing page for easy access, and add additional data views as needed. Region 4 ESC can readily use the built-in data view templates, along with additional key performance indicators they can build themselves, to find hidden, actionable insights in their labor data.

Core services

ADP's core solution includes:

Configuring the application for your organization. The central calculation engine compiles workforce management data and applies client-specific pay rules.

Pay rules are configured rather than customized; this approach provides for faster implementation, stability, dependability, and a smooth path to future updates. Configuration also allows for a virtually unlimited combination of work rules, which is a critical factor for meeting the needs of employers whose workforce spans multiple sites, states, unions, etc.

Once your pay rules and policies are configured, ADP's workforce management solution automatically applies them when rounding punches (where permissible or required), calculating overtime, interpreting multiple shifts, and performing other underlying evaluations of the daily punch data collected for each of your employees. Such consistent application of your policies helps create a fair and positive workplace environment and provides you with the ability to comply with wage and hour regulations.

Collecting data via multiple methods. We support the collection of employees' time via the method that best fits your needs and culture. Data options include:

- *Mobile data collection (ADP My Work app)*. Since ADP's workforce management solution is completely responsive based on the device used, Region 4 ESC's employees can perform all the common daily tasks typically done via the web or time clock on a mobile device, including enter time worked, clock in/out, enter unpaid time (e.g. sick, vacation, and tips), approve their timecards, request time off, and view accruals balances. Managers can also perform virtually all daily tasks via mobile, including review, edit, and approve employee timecards, as well as view schedules, approve time off requests, and verify time off balances. For users who clock in and out using a mobile device, ADP's workforce management solution captures a geo-tag of all employees with punch times cross-referenced to a user-defined location/address in a standard report. The ADP My Work mobile app offers a touchless facial recognition option using a facial biometric camera.
- *Web time stamp and time entry*. The intuitive user interface makes it easy for employees to enter/approve their time via the web or mobile. Each employee's profile determines the type of time stamp or time entry required for that individual, such as time stamp with no editing rights, hourly

timecard entry with editing rights, or summary timecard with editing rights. Employee timecard views can be start-stop, hours in a day, time stamp, or hours on a job.

- *Badge/PIN/Fingerprint/Facial recognition biometric-based time clocks*. With the ADP InTouch DX G2 time clock, Region 4 ESC can use biometric verification or biometric identification. Biometric verification requires the employee to swipe a badge or enter a PIN in addition to scanning a finger, while biometric identification requires the employee only to scan a finger. Similar to the finger biometric reader, InTouch DX G2 offers a touchless facial recognition option using a facial biometric camera.
- *Touch-screen time clock*. Employees see a simple and intuitive user experience with a configurable interface that records time worked, job/department transfers, breaks, lunch deductions and other time activities. The optional ADP Time Kiosk App provides a simple way for companies to collect time and attendance transactions using an iPad or Android Tablet. The App supports facial recognition, finger biometrics, badge or a PIN code entry through a tablet device along with voice commands for a completely touchless experience (iOS only). It's tightly integrated with the workforce management solution and designed to automatically upload user transactions directly to their timecards while offering a personalized user experience by only displaying the functions relevant to the user's permissions.
- *Importing punches*. Region 4 ESC can import punches from other external systems such as point-of-sale (POS) systems.

The system accurately maintains and calculates all employee hours within a single timecard record. The employee time detail includes time worked in different divisions, locations, or other logical separators. Overtime premiums and other calculations are performed to ensure accurate pay.

Managing data in real time. Configurable data views or online reports allow managers to receive notifications and quickly assess timecard exceptions so they can focus on your core business needs.

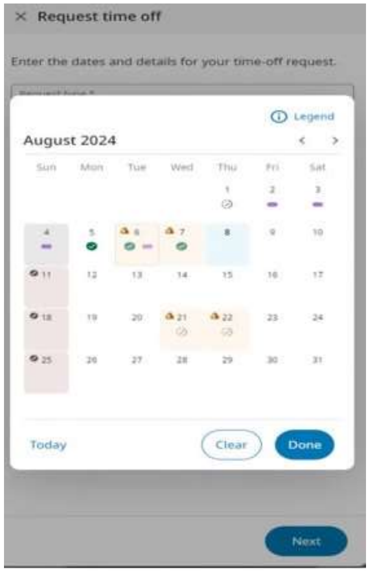
Reviewing and approving data. Managers monitor and edit employee timecards with the timecard editor. The timecard editor displays calculated totals and highlights exceptions so managers can easily evaluate timecards and react quickly to any time-related concerns. Timecards can be individually edited and approved, or virtual reports can be used, allowing managers to view employee hours at a department or division level and perform group edits and approvals. All timecard edits are captured in an audit trail.

Monitoring and adjusting staffing coverage. The core scheduling feature enables Region 4 ESC to build schedules for individuals or groups of employees. Managers can selectively view and adjust schedules and changes are immediately reflected on employees' timecards.

Automating business processes. Region 4 ESC can automate business processes and improve communication with our streamlined workflow functions. Workflow notifications automatically send messages when exceptions or other events have occurred. For example, the payroll administrator can automatically receive a message when a manager approves employee timecards, and managers can be alerted when part-time employees are approaching a designated threshold. Other workflow minimizes the effort necessary to perform common tasks such requesting time off or designating a replacement manager to perform administrative functions while a manger is out of the office. Managers can broadcast messages for a group of defined employees or all employees in the organization. Messages are auditable and can be configured so employees are required to acknowledge the notice (either by selecting ok or yes/no depending on the notice configuration).

Employees can monitor and control their time off with accrual tracking and monitoring capabilities. If employees attempt to schedule time off in conflict with Region 4 ESC-defined parameters, warnings or error messages are generated.

Any errors or omissions on previously paid timecards can be corrected with historical edits. Historical edit capabilities allow you to automatically generate corrections while still maintaining the integrity of the historical timecard for audit purposes. Any payment due to the employee can be automatically generated within the current processing period.



Empowering your employees via self-service. Our convenient, browser-based interface gives employees quick access to their information and control over routine activities. Employees can view their time-off accrual information, timecard detail and schedules.

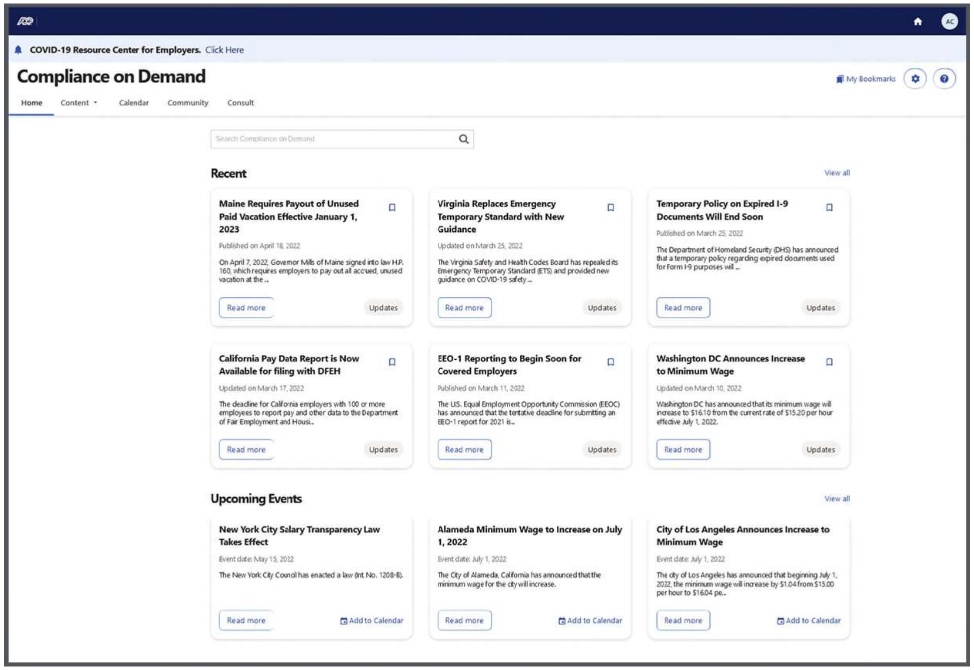
With the simplified time-off request process, the employee can request time off for a single time frame and have it notify colleagues and sync with Outlook in that same action. Advanced functionality, such as requesting multiple durations of time off, is available with one additional click or tap.

Managers can take advantage of alerts that allow them to analyze data, act on it immediately, and manage workforce issues by exception. The increased efficiency allows them to spend more time on activities that drive your strategic initiatives.

In addition, managers can:

- Approve timecards and employee time-off requests.
- Create, manage, and edit employee schedules in real time via the web.
- Access accurate, timely workforce management information for performance reviews.
- Access absence summaries to document cause for termination.
- Generate reports (e.g., overtime) for labor distribution analysis and wage/hour audits.
- Use automated workflow notification to issue attendance warnings and notify employees when required leave documents are due (e.g., FMLA).
- Establish quotas for absences and configure the system to automatically approve or reject requests for time off based on those quotas.

Leveraging ADP Compliance on Demand. ADP Compliance on Demand is a compliance resource exclusively for ADP clients. Region 4 ESC's 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, compliance calendar displaying upcoming state and federal changes and access to ADP compliance consultants and legal advisors from an ADP employment law partner.



Optional modules

Additional functionality can be configured with ADP's solution to provide Region 4 ESC extra tools to manage and optimize your workforce. These components are available as optional, add-on modules that are fully integrated with the core workforce management solution.

Leave automates the tracking and administration of leave policies and provides valuable decision-support tools to help determine employee leave eligibility/entitlement and monitor absence trends and patterns. The solution accommodates concurrent FMLA, state, and client-specific leave compliance; supports flexible tracking periods (including rolling forward, rolling backward, quarterly, and yearly); and tracks intermittent leave.

Scheduling eliminates the need to import or export scheduling information and provides a single place to manage all scheduling needs in real time. With broader visibility into the organization, your managers can ensure adequate staffing coverage, maximize service quality and maintain tight control over labor costs.

ADP's optional optimized scheduling includes all the functionality of advanced scheduling plus additional tools to forecast labor demand based on business volume drivers. Labor forecasting and scheduling can be constrained by client's imported budgets. Optimized scheduling offers state of the art algorithms to predict the number and type of employees need to meet anticipated demand for accurate scheduling.

With ADP's optional scheduling module, Region 4 ESC can streamline your scheduling processes and ensure adequate staffing coverage as you:

- Align schedules with labor budgets and forecasted demand.
- Prevent unauthorized work.
- Highlight attendance issues before they impact morale and profitability.
- Accommodate individuals or groups that work fixed, rotating or variable shifts.
- Avoid over- and understaffing issues.

Optimized scheduling features include forecasting dataviews, visualizations and machine learning, which helps dramatically improve forecast accuracy, optimize schedules and keep labor budgets on track.

ADP's solution provides a variety of optional scheduling options to fit your business needs.

Accruals functionality calculates and provides up-to-the-minute balances of employee vacation, personal, sick, and other time off. Logged absences are automatically subtracted from the respective accrual balance, and calculations are performed automatically and consistently according to your policies. Configuration options support an unlimited type and number of time-off policies.

Attendance streamlines the administration and enforcement of points or occurrence-based attendance policies. This fully integrated solution automatically interprets employee exceptions, applies your rules, and triggers the appropriate disciplinary actions or rewards. Employees and managers can use self-service to view attendance data and related information in an intuitive -calendar format.

Activities automates the process for tracking and administration of project activities, so you can manage who works on activities, monitor downtime, track job costs and project status in multiple locations. The activities module saves time, simplifies data collection and prevents errors from incorrect manual inputs with bar code scanning capabilities. Hours are effectively allocated for cost accounting purposes and each transaction automatically appears on the employee timecard. The mobile-enabled feature makes it easy for workers to track time and activities from anywhere.

ADP Workforce Manager Details

General workforce management capabilities

Provide a brief overview of the capabilities and benefits of your time solution.

ADP® Workforce Manager is an intuitive, mobile, intelligent cloud-based workforce management solution that can change how Region 4 ESC manages your workforce by reducing costs, simplifying compliance, improving productivity and increasing engagement. Workforce management functionality includes:

- Data collection
- Workforce management tracking
- Paid time off/accruals calculation and tracking
- Scheduling and advanced scheduling
- Absence management
- Labor analysis, reporting and analytics

The innovative and user-friendly business intelligence tool embedded in ADP's workforce management solution makes it incredibly easy for managers to create data views with metrics and charts, pin them to the landing page for easy access, and add additional views as needed. Region 4 ESC can readily use the built-in data view templates, along with additional key performance indicators you can build, to find hidden, actionable insights in your labor data.

ADP has been named Number One in the Ventana Research Buyers Guide 2024 Assessment. ADP was recognized for innovative workforce management solutions aimed to help businesses control labor costs, increase productivity and simplify compliance. ADP earned the highest rank in Workforce Management Suites and Workforce Management Basics categories.

How does your time solution help us reduce costs and enhance productivity?

ADP's workforce management solution offers a more mobile, intuitive and intelligent way to manage your workforce with a fully responsive user interface that automatically adapts to whatever device you're using, or a downloadable mobile app for even more convenience. Region 4 ESC's workforce can increase productivity on the go as they:

- Manage schedules, timecards, time-off requests, time-off balances, unplanned absences and leave cases from a mobile device
- See who needs a break, clocked in late, is approaching overtime, is available to work late and more from a mobile device
- Spot where your attention is needed and when to act with personalized analytics and tasks on your home page
- View labor reports and analytics while leveraging the intuitive user interface to navigate directly to employee timecards and schedules

- Monitor, compare and project key performance indicators to improve the bottom line
- Create additional custom, ad hoc insights with greater speed and ease
- Use demand-based scheduling tools to balance labor cost and demand and see the impacts to future labor costs as the result of shift or schedule changes before you make them
- Use overtime approval notifications to prevent or deny overtime and be proactive in exploring less costly options
- Manage projected overtime in real time, reducing under- and over-staffing. Managers can view overtime in hours and dollars

Please describe data integration with HCM/payroll systems.

Our solution is available with ADP's HCM platforms or can be integrated with your HR/payroll system of record.

When integrated with ADP HCM, Region 4 ESC gains optimized integration where information flows automatically between the functional areas of the system, and your users gain the convenience of only needing a single login and one place to go to access what they need.

Employee data assignments are connected between ADP's HCM system of record and workforce management solution providing a single direction, near real-time integration processing employee demographic information.

Please describe data integration options available to other systems or software.

ADP's solution delivers built-in, real-time, bidirectional REST APIs that Region 4 ESC can immediately take advantage of to expand the value of ADP's workforce management solution. Region 4 ESC has full ownership of development leveraging the REST APIs available to you. The API framework provides the ability to do SQL-like queries. This is not a direct database connection.

ADP has standard file layout templates for file-based batch integration (such as loading employee demographic data or exporting time data for payroll processing). Source files can be manually uploaded directly within the user interface or files can be scheduled to transfer automatically via the provided SFTP site.

Files based integrations are only delivered to or received from SFTP endpoints with established shared key relationships. PGP file encryption is optional for flat-file integrations.

Is there a limit to the number of integration/interface points with your application? How many types of interfaces are needed?

Although ADP does not enforce a daily data load limitation, there are defined best practices in regards the number and timing of integrations to ensure proper system performance.

There is no limit to the number of integration/interface points that can be supported using the built-in Boomi integration tools. Clients using other ADP payroll or HR solutions receive pre-configured integration into ADP's workforce management service for integration of pay, new hire and single sign-on.

Does your solution provide a developer's toolkit and API supporting real-time integration for third party data?

ADP's workforce management solution is built around a bidirectional REST API framework where all resources are exposed through APIs. APIs are managed through a gateway system that monitors performance and SLAs around each API. We have also built our integration using the industry-leading Boomi integration tools and Atom platform.

ADP Developer's Toolkit is available online at: https://developers.adp.com/build/integrations-by-solution/usecases/integration-solution-2.

Are multiple languages supported by the solution? How many and what are they?

ADP's workforce management solution supports multiple languages for localized support for time, date and currency. Supported languages include:

- Chinese – Simplified
- Chinese - Traditional
- Czech
- Dutch
- English – UK
- English – US
- French – Canada
- French – France
- German
- Italian
- Japanese
- Korean
- Polish
- Portuguese
- Spanish – Castilian
- Spanish – Mexican
- Swedish

For other languages, Region 4 ESC has the ability to do a translation using the User Interface Translation tool. This tool allows the flexibility to translate from English into a country target language. Country target languages will not be added to ADP's workforce management solution, therefore, Region 4 ESC will be responsible for keeping this up-to-date in new releases.

Fields delivered by ADP's workforce management solution are automatically translated into the delivered languages. Custom fields and data provided by Region 4 ESC must translate appropriately.

Describe your ability to configure the system and user interface.

ADP's flexible, configurable workforce management solution was specifically designed to streamline the timekeeping and scheduling processes with complex business rules for companies like Region 4 ESC.

The solution is configured during implementation to account for your unique pay and work rules, policies, notifications, alerts and workflow preferences. Region 4 ESC can also configure the user interface in a variety of ways, including employee photo upload, a user-configurable landing page, tiles, creating data views with metrics and charts and modifying the logo and background branding.

Configurable on-screen views can be provided to allow managers to view all of their team/direct reports on a single screen. The consumer-grade user experience offers easy-to-use, drag and drop functionality that helps facilitate proficiency in creating charts, queries, modifying information and tailoring the solution to best meet the needs of your workforce.

The timecard data entry screen can be modified using available timecard setting definitions that can be assigned to different user types and roles. Information can be easily tailored to the most appropriate layout for each user type or role. Each defined layout can be assigned to the corresponding user types and roles within your organization.

ADP ensures data collection devices are implemented to support Region 4 ESC's business and security policies. For example, Region 4 ESC can specify the features available at the time clock at specific times (e.g., limit usage to only allow clocking in/out during peak volume time frames, such as shift changes or meals times). The devices also offer soft keys that can be configured to perform a variety of functions quickly and easily.

Describe user security setup of the system.

ADP’s workforce management solution offers a wide range of security and access control definitions/profiles to not only control login rights, but also control what users can see and do once they enter the application. Customization of permissions is accommodated through multiple display and access profiles at the user level. The user profile is a combination of the function access profile, data access profile and display profile providing an infinite number of available security levels and defined roles. Access can be defined by location, corporate or personal device or mobile app.

Region 4 ESC defines and documents access control rules and ADP builds those rules during implementation. The implementation consultant will work with Region 4 ESC to define these roles (e.g. clocking employee, time entry employee, manager and HR/payroll) and create access profiles applicable to each role. Within an assigned profile, various system functions can be turned on or off, or (if on) set to edit or read-only. Typically, roles can be defined in the HR system of record and will flow to workforce management in the demographic interface, represented by one or more codes that would trigger an assignment to the appropriate profile in the solution.

All individual access rights are granted with a least-privilege or need-to-know basis. The system has an Information Protection Program that ensures information classification driven controls. Typically, a client has one or two administrators trained in access control management. Access is configured per user and allows control of data to the field level.

Please describe reporting capabilities.

ADP's workforce management solution provides multiple methods to access critical information and help you manage, track and analyze your labor. Users may access reporting options via web browser and mobile device to:

- View embedded, out-of-the-box metrics to monitor potential issues
- Analyze Region 4 ESC-defined key performance indicators (KPIs) for your business
- Review charts and other visuals created by Region 4 ESC via desktop or mobile
- Schedule a report to run at a specific time or at specified intervals
- Send your completed report to a printer, your browser, mobile device or email recipient from within the application
- Use query/filter to select absences, time-off requests, people, comments/notes, location(s) or conditions for reports
- Browse the report instantly via web or mobile
- Use application data security permissions for reporting
- Access up-to-date totals and information in real time

Each report has a general description of what information is included on the report and its intended purposes.

Describe the ways your solution helps employers support the changing landscape of the workforce (e.g., multi-generational workforce, flexible work scheduling and advancing technology).

Employers today are faced with many challenges related to the changing workforce, namely the modern, multi-generational workforce, complex legislative and regulatory compliance and advancing technology. Our solution helps address each of these opportunities in a number of ways.

Modern workforce. Employees expect a consumer-like experience on and off the job. Our solution addresses this via:

- Consumer-style user interface
- Touch-first design makes practically all-time functionality available via mobile
- Responsive interface adjusts to fit display size
- Design adapts to offer the best experience
- Insight and recommendation services inform decisions like never before
- All new multi-tenant, cloud, SaaS platform

- Google Cloud performance and security

Complex legislation and compliance. Our solution enables Region 4 ESC to:

- Comply with FLSA, FMLA and other legislative wage and hour requirements by automating and applying work and pay rules (Domestic only)
- Make fair and consistent application of pay policies easier for managers
- View audit trails for edits made to timecards and schedules
- Have workers attest to (sign off on) hours worked before payroll
- Equalize and track overtime allocations to avoid complaints and disputes
- Avoid scheduling violations by notifying managers as they work
- Simplify leave case documentation management
- Manage time and attendance disciplinary actions

Advancing technology. The powerful technology behind this solution helps executives, managers and employees like never before.

- Artificial intelligence helps automate decision making and deliver recommendations to save managers valuable time
- Machine learning helps dramatically improve forecast accuracy, to optimize schedules and keep labor budgets on track
- In-memory computing keeps performance metrics updated in real-time providing better insight into hours, costs, absences and more
- A robust information architecture gives you complete data access for on-demand reporting and analysis with no need for special technical expertise
- A secure API and integration framework provides extensibility using prebuilt connectors to simplify and expedite integration with other systems
- The security and reliability of Google cloud provides peace of mind and returns valuable time and resources to you and your IT organization

Explain how your system is intuitive and easy to use.

ADP's solution is browser-based, intuitive and user-friendly offering:

- Multiple options for capturing worked time including modern touch-screen-driven time clocks, access from a smart device (phone/tablet) or access from a desktop/laptop
- Consumer-grade user interface and mobile-first, responsive, adaptive design
- Innovative mobile capabilities that enhance the user experience, including:
    - QR and NFC capabilities which makes it easier for employees to transfer jobs while clocking
    - In-app map locator showing users where they are in relation to a geo-fencing location
    - Apple Siri integration to generate suggestions for actions such as clocking
- Embedded business intelligence tools that make it easy for managers to create data views with metrics and charts, pin them to the landing page for easy access, and add additional data views as needed

- Real-time dashboard visibility into issues and common tasks that need attention; the interface guides managers/administrators to help them manage by exception, respond to alerts, and navigate through common workflows
- Profile-based access so employees can only see the time codes applicable to them, which helps reduce errors; employees select codes via drop-down menu, search by name or description or choose from a list of the most recently used codes
- The built-in library of standard reports are simple to access/run and can be viewed online by authorized users within seconds of request.
- Streamlined navigation with drill-down tile information for schedules, timecards, etc.

The timecard data entry screen can be modified using available timecard setting definitions that can be assigned to different user types and roles. Columnar information and order can be easily tailored to the most appropriate layout for each user type or role and each defined layout can be assigned to the corresponding user types and roles within your organization.

Data collection and workflow

Describe time data collection options available (e.g., mobile, web access, IVR, and clocks).

Accurate time calculation begins with intelligent data collection via a combination of methods for your organization including:

- Mobile data collection
- Web time stamp and time entry
- Badge/PIN/Fingerprint/Facial recognition biometric-based time clock
- Touch-screen time clock
- Import from external systems (i.e., point-of-sale system)

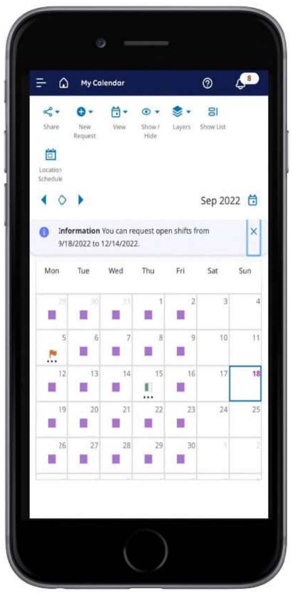
Detail your mobile capabilities related to time activities and insights.

ADP's workforce management solution is 100 percent mobile-enabled, making it easy for workers to track time and work from anywhere. Mobile tracking includes geofencing capabilities to restrict and record where workers are clocking.

Region 4 ESC gains a mobile, intuitive and intelligent way to manage your workforce with a fully responsive user interface that automatically adapts to whatever device you're using, or a downloadable mobile app for even more convenience. You can:

- Manage schedules, timecards, time-off requests, time-off balances, unplanned absences and leave cases from your mobile device
- Discover how game-changing mobile functionality can get your managers out of the office and into the workplace without missing a thing
- See who needs a break, clocked in late, is approaching overtime, is available to work late and more from your mobile device, so you can have timely and informed conversations on the spot
- View employee time-off statuses on personal calendars

The ADP My Work mobile app provides Region 4 ESC access to on-the-go information including employees can clock in and out, view hours worked, maintain and approve timecards, request time off, view accrual balance and view scheduled hours. Managers can review, edit and approve timecards, respond to actionable notifications, maintain schedules and approve time off.



ADP My Work app

ADP My Work app

The ADP Workforce Manager app is available to download from Apple and Google stores.

My Work Links destinations:

- Home page
- My Timecard
- My Calendar
- Attendance
- Timecards
- DataView Library
- Group Edit Results
- Hours Allocation
- Leave of Absence
- Overtime Group Approval
- Report Library
- Schedule
- Workload Planning

Does your mobile app offer data or insights from other HR-related systems?

When offered with ADP HCM systems, it provides a unified workforce management and HCM experience through standard integration that includes:

- One mobile experience, through the highly-rated ADP Mobile app so employees can perform common tasks like clocking, checking pay and reviewing benefits all in one place
- Single sign-on, allowing users to have the convenience of one username and password for everything
- Payroll integration, automating the flow of time data to payroll to streamline and reduce errors in the process

Describe real-time punch transaction capabilities.

ADP’s time clocks send punch transactions in real time, giving managers and supervisors immediate access to the most up-to-date information. ADP’s workforce management data collection software, Universal Device Manager, makes it easy to set up and support time clocks.

Since the solution is fully responsive on any device, employees can also capture and edit real-time punch transactions via desktop, mobile or ADP InTouch DX time clock. This includes tracking for hourly and salaried employees.

Describe time workflow automation capabilities and workflow related to time entry.

ADP’s workforce management solution offers multiple workflow automation capabilities, including overtime requests, time-off requests, Family and Medical Leave Act (FMLA) leave requests, automated notifications, online forms and messages, and more. These capabilities help you implement and enforce policies and increase your company-wide control over compliance.

Our workforce management solution can send messages to automatically inform users of specific system events or to remind them of an action for which they are responsible. System events, user actions, or pay-period intervals can trigger these notifications. For events relying on pay-period intervals, you configure how long before or after, in hours and minutes, from the end of the pay period the notification is sent. Pay-period notifications are sent from subjective queries and recipient-based queries. As such, they are flexible and used for a variety of notifications and reminders.

Describe how employees request and managers approve time off.

Employees use mobile, web or time clock access to submit or edit a request for time off, which includes a drop-down list of absence codes valid for each profile. Employees can use the time-off request process to request time off for a single time frame, automatically notify other users (if necessary) and sync with Outlook in the same action. The ability to request multiple durations of time off is available with just one additional click or tap.

The request generates a notification to the employee’s manager, who either approves or denies the request via mobile or by directly accessing the system. Once the request is approved or denied, the system sends the employee an approval confirmation email, adds the time off to the employee’s schedule and timecard and updates the employee’s accrual profile. The update is then available for payroll on the appropriate date.

Describe available methods and levels of timecard approval.

ADP's solution allows for multiple methods and levels of timecard approval.

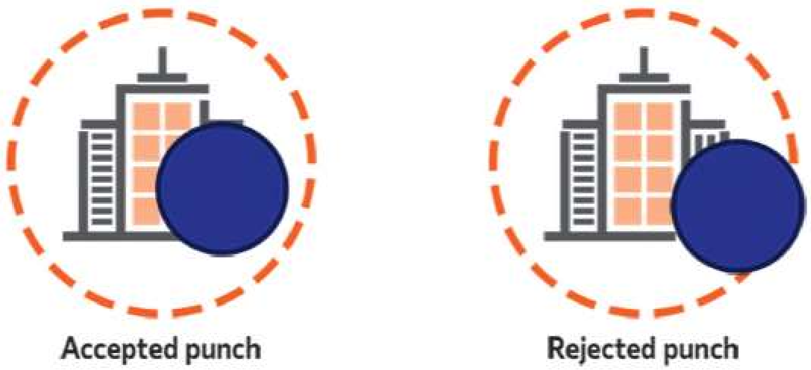
- Employees can electronically approve their timecards via a web browser or mobile device.
- Managers review, edit and approve employee timecards, as well as view schedules, approve time-off requests and verify time-off balances via a web browser or mobile device. Automatic approvals can be scheduled based on Region 4 ESC's rules and limits.

The administrator's electronic sign-off serves as final approval and prevents further changes to a pay period in preparation for submission to payroll for processing. Data falling within these signed-off pay periods can be reported and changed if needed through a historical edit. Historical edits are available based on Region 4 ESC's specific business structure, labor categories or activities.

Managers and administrators can easily verify and audit which users have approved timecards. Timecards can be approved in batch, if needed.

Does your time collection support geo-fencing? Please describe.

ADP's system supports geo-coordinates of valid work locations, limiting where clocking employees can record punches. Most mobile devices can register the location of the device based on a GPS signal. This is called the geolocation. Building on this capability, Region 4 ESC can define the precise location where employees can punch in or out, which is known as geofencing.



With geofencing, each punch is associated with a job in the organization's business structure, either based on the employee's "home" job or a job transfer. Nodes in the business structure (including jobs, but also their parent nodes) can be assigned to "known places." A "known place" is a geographic area: a GPS location (a latitude/longitude combination) and a radius (in meters). Geofencing calls for validating that the geolocation associated with a punch is within the "known place" for the job referenced in the punch. This ensures an employee is where they say they are.

The logic for determining whether the geolocation associated with a punch is within a geofence for the job is as follows:

- The device reports a geolocation with a punch. The geolocation is a longitude/latitude combination plus an accuracy value. See the "Geolocation Accuracy" section below.
- The geofence for a job is the location of the known place associated with the job. The known place is a GPS location point (a longitude and latitude) plus a "punch radius" around the location point.

- The entire geolocation (factoring in accuracy) associated with the punch must fit inside the known place area for the punch to be considered "within the fence."

Geofencing applies to punching that occurs with and without job transfers. When there is no job transfer, the geofencing is applied against the employee's primary job.

Our mobile app includes an in-app map locator showing users where they are in relation to a geo-fencing location.

Time rules and calculation

Describe the number of labor levels/account values an employee can charge time against (e.g., division, department, job, class) and the maximum number of values that can be stored in each level.

Through ADP's solution, Region 4 ESC defines the structure based on your organization's needs, enabling more accurate labor costing, easier audits and improved account validation. The standard configuration supports a flexible business structure and labor categories (e.g., division, department, job, class, etc.) to which employees can be assigned and charge time. The business structure and labor categories can be adjusted in the future, if needed. The specific number of values accommodated depends on how you intend to use the solution. If more levels are needed, we can leverage the business structure and labor categories to expand labor structure based on a parent-child setup. In addition, the business structure enables a job hierarchy to which employees can be assigned. This enables you to display only valid account choices, help eliminate incorrect labor-level sections and reduces time spent in the system.

Region 4 ESC's organizational business structure can tree-down to multiple companies and company codes, enabling greater flexibility between companies. Companies can have their own pay groups/rules, accruals, etc. ADP's solution supports employees transferring across FEINs for borrowed situations and can map hours to the appropriate company when payroll is processed.

What types of time tracking allocations does your solution accommodate (e.g., project tracking, attendance, bonuses and tips, temporary/contract workers)?

Managers can use flexible, built-in data views with metrics, analytics and charts anywhere throughout the solution to instantly analyze overtime and easily modify the schedule.

Users can enter time and currency pay codes to accommodate the tracking of projects, temporary and contract workers, overtime, time off, bonuses and tips. These types of allocations can be passed to payroll for further processing.

Describe how your solution handles complex pay policies.

The ADP workforce management solution uses a rules-based engine to handle complex pay policies – whether your organization has one or multiple locations.

Pay rules control how information is processed for each employee. The pay rule contains a set of individual rules that determine how the system pays an employee, including holidays and default work rules. It also stores work rule assignments and specifies how the system handles edits from the schedule. Every employee is assigned a pay rule in the People Editor.

Pay rules are configured rather than customized; this approach enables faster implementation, stability, dependability and a smooth path to future updates. Configuration also allows for a virtually unlimited combination of work rules, which is a critical factor for meeting the needs of employers whose workforce spans multiple sites, states, unions, etc.

Once your pay rules and policies are configured, ADP’s workforce management solution automatically applies them when rounding punches (where permissible or required), calculating overtime, interpreting multiple shifts, and performing other underlying evaluations of the daily punch data collected for each of your employees. Such consistent application of your policies helps create a fair and positive workplace environment and provides you with the ability to comply with wage and hour regulations.

How does your system handle wage increases during pay periods, retroactive wage adjustments, and other historical edits?

ADP’s workforce management solution accommodates wage increases during pay periods and performs retroactive wage adjustments and other edits. The solution is effective-dated, allowingRegion 4 ESC to make historical adjustments and modify past time entries to correct pay codes, create pay adjustments, etc.

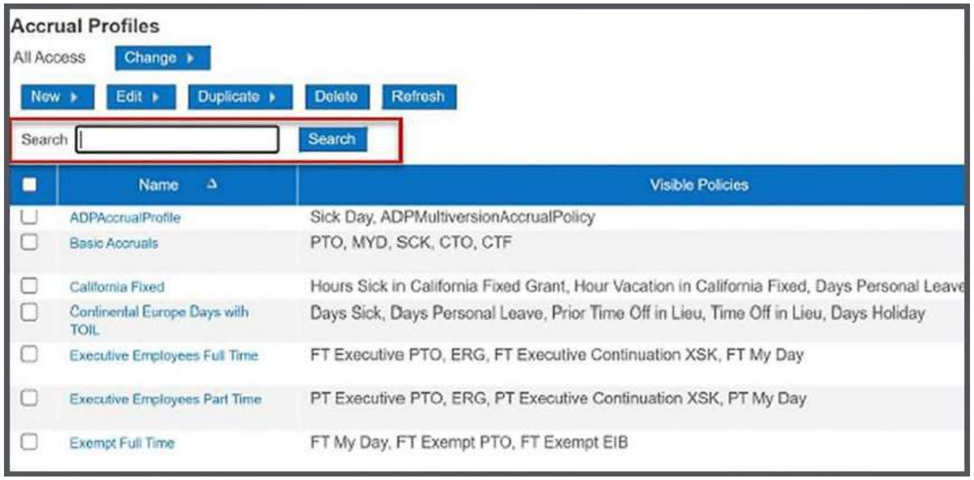
Describe the options for calculating accruals.

By automating the calculation and tracking of accruals and time off, you not only save time, but help improve compliance with your organization’s policies and control time-off. ADP’s workforce management accruals solution calculates, manages and tracks accruals using accrual rules created for each of your accrual types. Each rule includes several user-defined parameters that determine the specifics of each accrual, including amount, qualifications, etc. The pay codes that contribute to the accrual are also included as a user-defined parameter.

Accruals are calculated based on hire date, rehire date, seniority date or any other other specific person dates (anniversary date, job level, seniority) stored in the employee's People Editor record. Cascading accrual usage is configurable by order of use, requirements, naming conventions, etc.

Accrual policies can be set up in hours, days or currency. Accrual policies define entitlement calculation rules, taking rules, carry over rules, scheduled credits and limits. Any unused/unscheduled available time-off balances (typically for vacation) can be automatically placed in an employee’s last timecard by leveraging an accrual payout tool. Negative quota deduction limits can be set up with carry over capping rules.

Accrual profiles are effective-dated. If an employee's accrual profile changes, the workforce management solution will automatically apply the new rules associated with the new accrual profile prorated to the indicated effective date. Practitioners can search by accrual policy name within the accrual profile.


Accrual Profiles

All Access Change

New Edit Duplicate Delete Refresh

Search Search

Name	Visible Policies
ADPAccrualProfile	Sick Day, ADPMultiversionAccrualPolicy
Basic Accruals	PTO, MYD, SCK, CTO, CTF
California Fixed	Hours Sick in California Fixed Grant, Hour Vacation in California Fixed, Days Personal Leave
Continental Europe Days with TOIL	Days Sick, Days Personal Leave, Prior Time Off in Lieu, Time Off in Lieu, Days Holiday
Executive Employees Full Time	FT Executive PTO, ERG, FT Executive Continuation XSK, FT My Day
Executive Employees Part Time	PT Executive PTO, ERG, PT Executive Continuation XSK, PT My Day
Exempt Full Time	FT My Day, FT Exempt PTO, FT Exempt EIB

How can the system prevent an employee from taking time off that would result in a negative time-off balance?

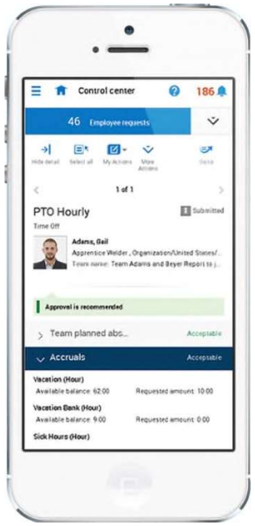
Rules are established that prevent the submission of a time-off request form when the employee does not have the time available. Requests are validated in real time based on the employee's available balance via hard- or soft-stop logic at the clock, web and mobile device. A hard stop prevents the balance from crossing a defined threshold, while a soft stop simply displays a warning and allows the user to continue.

Our solution includes a powerful recommendation engine that can be configured to automatically prevent the request for time off by declining the request based on absence thresholds.

Absence thresholds can be defined by the managers for their own groups, and the system provides a recommendation of approval or refusal based on those thresholds. Defined workflow can be set up for automatic approvals where requests that fall below the defined threshold won't need a manager's review.

Configuration capabilities allow system users with the appropriate security rights to override accrual balances and permit users to go into negatives, if needed.

Do accruals provide visibility of projected balances at the individual employee level?



ADP's workforce management solution allows employees to view their balances online in real time via time clock, web and mobile. Users can also see balances into the future based on a Region 4 ESC-configured time frame (e.g., 365 days).

Rules are established that prevent the submission of a time-off request form when the employee does not have the time available. Requests are validated in real time based on the employee's available balance via hard- or soft-stop logic at the clock, web and mobile device. A hard stop prevents the balance from crossing a defined threshold, while a soft stop simply displays a warning and allows the user to continue.

Our solution also includes a powerful recommendation engine that can be configured to automatically prevent the request for time off by declining the request based on insufficient balance.

Are approved time-off requests automatically populated to both the timecard and schedule? When time-off requests are changed/cancelled via self-service, can they automatically be removed from the schedule and timecard?

Approved time-off requests can be automatically populated to the timecard and schedule. If a time-off request is changed or cancelled, the system can be configured to automatically remove the request from the schedule and timecard and can restore the schedule and update the accrual balance.

How does your system handle shift and job premiums?

Each employee is assigned a pay rule or profile; these contain lower-level building blocks to configure automatic payment of shift differentials, bonus hour or dollar payments, and/or apply temporary rates of pay. These profiles can be assigned with a start- and end-date to accommodate changes. Based on the defined rules, the premiums will be automatically calculated and displayed on the timecards in real time.

Describe your capabilities around overtime control. Can employees request overtime in advance?

There are several features to help Region 4 ESC keep tight control over labor costs and optimize your labor investment. Region 4 ESC can establish a specific threshold (e.g., 35 hours) and generate an approaching overtime report based on a specific threshold. Timely alerts also notify you when thresholds are approaching and/or have been met.

Managers can use flexible, built-in data views with metrics, analytics and charts anywhere throughout the solution to instantly analyze overtime and easily modify the schedule.

The solution also offers an easy, automated process for employees to request overtime in advance. The system automatically sends the request to the appropriate manager for approval or denial prior to the employee working beyond normal scheduled hours.

How are leaves of absence identified and processed in the time system (e.g., Personal Leave (PL) and Family and Medical leave Act (FMLA))?

ADP's fully integrated, optional leave package provides the ability to track leave cases, determine eligibility, create and track documents, project the application of paid and unpaid time and post data to the timecard (viewable on the web and via mobile device). Our all-in-one solution allows you to manage a variety of leave types through one simple, coordinated process.

A highly configurable rules engine maintains and administers leave events. Managers and HR staff gain access to tools and intuitive calendars that allow you to automate federal, state, local and organizational leave requests and navigate easily through your leave eligibility and entitlement process. In addition, you can track intermittent and concurrent leave requests more easily, as well as generate required medical documents, trigger document due date reminders and apply leave time to employee schedules and timecards.

Our workforce management solution accommodates concurrent Family and Medical Leave Act (FMLA), state and client-specific leave compliance; supports flexible tracking periods (including rolling forward, rolling backward, quarterly and yearly); and calculates and tracks intermittent leave in weeks, hours or minutes. Self-service functionality allows employees to submit new leave requests, request additional leave time and view their leave status online.

These capabilities provide Region 4 ESC valuable decision-support tools so managers and HR staff can quickly and easily determine employee leave eligibility/entitlement, monitor absence trends and patterns, and consistently enforce leave policies. The result is improved compliance with mandated policies and increased control over leave liability.

Scheduling

Describe scheduling functionality (vacation, holiday, work), including current and future week scheduling capability. How many weeks of future scheduling are available?

Region 4 ESC can use ADP's solution to streamline your scheduling processes and ensure adequate staffing coverage using tools that make scheduling employees or groups of employees a simpler task. ADP's solution has rules that can be established for minimum/maximum limits and minors. Managers can define the periods when employees can submit schedule requests and the corresponding periods to which the requests can apply. Only managers have visibility while generating and modifying a schedule. When complete, the manager will post the schedule and the employee will have visibility to it.

Shift templates assign standard, reusable working hours. For example, you may define several first-shift templates with various start and stop times, or you may define a shift template as time off (e.g., eight hours vacation). Pattern templates are reusable and can be based on shift templates (e.g., 8:00 a.m. to 5:00 p.m., Monday through Friday, or five consecutive eight-hour vacation days). You can define unlimited shift templates or pattern templates to employees or groups of employees along with effective start and end dates. Shifts can be scheduled in 15, 30 and 60 minute increments. Manual shifts can be set up in any increment.

Time off can also be scheduled in advance, and actual time worked can be compared to scheduled hours. ADP's solution also flags employees or supervisors when the employee has reached maximum accrual hours. Schedules can display a single department or desired grouping based on the selected query.

Explain options for scheduling employees based on skills, certifications, seniority, availability, preferences, etc.

ADP's advanced scheduling module provides several tools to make scheduling a simpler process providing best fit scheduling based on specified criteria (e.g., seniority, preference, availability, certifications and skills), schedule templates, employee team schedules, self-service requests (shift swap, open shift, vacation bidding, request availability, partial shift request to cover and self-schedule), key labor metrics, predictive scheduling (identifying predictability pay if schedules or location is changed), mobile scheduling (communicate open shifts via text message, email or phone) fatigue management (e.g., rest periods for specific industries), period schedule rules and scheduling predictability.

Our solution's fully integrated optional advanced scheduling module eliminates the need to import or export scheduling information and provides a single place to manage all scheduling needs, along with the tools to act on this information in real time. With the broad visibility into Region 4 ESC's organization, your managers can ensure adequate staffing coverage, maximize service quality and maintain tight control over labor costs.

The scheduling feature lets you build schedules for individuals or groups of employees and then selectively view and adjust the schedules for employees or time periods. A graphical chart of your schedule (with drag-and-drop functionality) lets you see if you have the appropriate coverage. Scheduling improves efficiency by providing access to current and future staff schedules and is completely integrated with the timecard (an edit made to the schedule is immediately reflected on the timecard). The schedule planner provides visibility for both time off and leave, side by side with the scheduled work hours at an employee level or definable group level. Indicators on the scheduling view can provide you costs associated with the scheduled hours. Our solution allows for creating and viewing schedules up to 270 days into the future.

Schedule rules are the restrictions and requirements configured to ensure that the schedule meets business guidelines (e.g., no one person is scheduled for too many hours, and a department must have at least one employee with a certain skill scheduled at all times). Rules are grouped into sets and assigned to employees, locations and jobs. If a particular schedule breaks a rule, a rule violation displays in the schedule planner.

Request to cover shifts can be configured so employees can choose to offer a shift to a specific person or post it as an open shift to the Shift Market where it becomes available like an open shift to any employee who can access the Shift Market. When employees request to work open shifts, they can choose unassigned open shifts or shifts from the Shift Market. Managers can comment and/or add a note when approving or refusing an open shift or cover request. Based on security role, employees can view the schedule by location through their calendar. A team calendar overview can be provided for managers and employees, if needed.

The workload planner shows your coverage requirements including the number of employees you need for each job over the course zones or shifts during the day. The workload planner sets up the day by either a series of shifts or by specific time spans (called schedule zones). Region 4 ESC can select all (or some) of the employees in a group and assign them shifts. When changes are required, such as adding a shift, replacing a shift or extending the time of an existing shift, you can select the entire group (or some of the employees in the group) and make changes in a single operation.

Vacation bidding allows employees to bid on their preferred vacation time and be awarded through an auction process. This is beneficial for Region 4 ESC in scenarios when there are holiday weeks or weeks where a high volume of time-off requests are submitted.

How does your solution assist schedulers in determining staffing needs on the go?

Managers can edit schedules via the web and the ADP mobile app on phone or tablet.

The scheduling solution is user-friendly. Managers can quickly insert new shift templates, assign/unassign resources to shifts, transfer a shift to another area and swap two employees' shifts with a single click.

Employees can swap shifts with each other, requiring only manager approval once both parties agree to the swap.

Describe the ease of scheduling employees from a pool of employees to fill open shifts.

ADP proposes a more systematic approach for the float pool where open shifts are automatically identified as part of the schedule creation process and managers can select replacements from an on-screen view (call list) of qualified and available employees. Visibility is dependent on security role.

How does your system help clients align workforce scheduling with business demand?

ADP's workforce management solution offers the ability to use demand-based scheduling tools to balance labor cost and demand and see the impacts to future labor costs as the result of shift or schedule changes before you make them.

Is all scheduling functionality available via mobile, tablet and desktop?

ADP's system has a mobile-first responsive design, allowing access from any device with the ability to seamlessly transition from desktop to tablet to phone. This gives Region 4 ESC access to the industry's most comprehensive mobile workforce management functionality for:

- Data collection via:

- Badge card time clocks
- Biometric time clocks
- Mobile devices
- Telephone
- Web or PC timesheet

- Workforce management tracking
- Time off/accruals calculation and tracking
- Scheduling and advanced scheduling
- Absence management
- Labor analysis, reporting and analytics

Describe scheduling dashboards and the ability to drill down by various attributes (e.g., location).

ADP's optional optimized scheduling with forecasting helps create best-fit schedules by providing a solution that increases visibility into labor needs and helps managers make quick and effective decisions. Optimized scheduling includes all the functionality of advanced scheduling, plus additional tools to forecast labor demand based on business volume drivers. Labor forecasting and scheduling can be constrained by the client's imported budgets. Optimized scheduling offers state-of-the-art algorithms to predict the number and type of employees need to meet anticipated demand for accurate scheduling.

With ADP's optional scheduling module, Region 4 ESC can streamline your scheduling processes and ensure adequate staffing coverage as you:

- Create and align schedules with labor budgets and forecasted demand.
- Prevent unauthorized work.
- Highlight attendance issues before they impact morale and profitability.
- Accommodate individuals or groups that work fixed, rotating or variable shifts.
- Avoid over- and understaffing issues.

A variety of tools make scheduling employees or groups of employees a simpler task.

Business forecasting. Business forecasting allows Region 4 ESC to easily adapt to changing business conditions, provide insights and dataviews mapped to volume drivers, metrics and KPIs.

Volume forecasting. The volume forecast is a prediction of how much business is going to be done at a future date. The forecast planner predicts weekly business volumes by day of the week based on:

- Large samples of historical, actual volume data.
- Configured forecast rules.
- Adjustments to the predicted volumes for special events such as promotions and holidays.

The volume forecast is a major component used to generate the labor forecast. For example, the number of transactions forecasted at a register drives the requirement for the number of cashiers that need to be working; the number of items forecasted to be sold in the bakery drives the requirement for the number of bakers on a given day.

Labor forecasting. Labor forecasting provides Region 4 ESC insights into labor data to make informed decisions. Labor forecasting down to 15-minute intervals ensures resources are optimized while staying on budget. With data in one place, the forecast manager provides visibility to Region 4 ESC to be able to see the workload for the weeks ahead. As conditions change, Region 4 ESC can run new forecasts and shift labor to where and when it's needed most. A variety of manager rotations can be set up as a template, if needed. Roations can be set up by shifts, days or weeks.

Operations dashboard. Region 4 ESC can easily access operational insights and analytics, including a daily or weekly business snapshot to monitor and report on KPIs including efficiency, productivity, forecasting accuracy, labor utilization and conversion results.

Predictive labor scheduling. Region 4 ESC can optimize schedules around forecasted labor needs, associate preference and scheduling rules to have the best associates available during peak times.
Shift templates. Shift templates are used to assign standard, reusable working hours. For example, you may define several first-shift templates with start times of 7:00 a.m., 7:30 a.m., 8:00 a.m., etc., with various stop times, or you may define a shift template as time off (e.g., 8 hours vacation).

Pattern templates. Pattern templates are reusable and can be based on shift templates. An example of a pattern template is 8:00 a.m. to 5:00 p.m., Monday through Friday, or five consecutive eight-hour vacation days.

Region 4 ESC can define unlimited shift templates or pattern templates with any time span necessary to meet your unique scheduling needs. Defined shifts can be used in patterns for automatic rollover and can be edited or overridden. You can set repeating, user-defined schedule intervals with no end date, which effectively rolls the employee schedule forward until a new and overriding template or pattern is assigned.

Templates can be applied to individual employees or groups of employees along with effective start and end dates.

Holiday definition. Defining holidays in the scheduling system is unnecessary. A separate holiday calendar may be defined along with associated rules defining how holidays are credited, including eligibility rules and rules governing time worked on a holiday (e.g., special holiday pay for working).

Scheduling in advance. Users can schedule time off in advance, and actual time worked can be compared to scheduled/planned hours for variance reporting. ADP's solution also flags employees or supervisors when the employee has reached the maximum number of accrual hours. Region 4 ESC can determine how many days or weeks in advance you would like work schedules to be visible.

Schedule rules are the restrictions and requirements configured by Region 4 ESC to ensure the schedule meets business guidelines (e.g., no one person is scheduled for too many hours and a department must have at least one employee with a certain skill scheduled at all times).

Region 4 ESC can also build schedules for individuals or groups of employees in multiple locations, departments, and jobs and then view and adjust schedules for employees or time periods. A graphical chart of your schedule lets you see if you have the appropriate coverage. Color-coded exceptions to rules can be set up to help managers identify when resources are under or overscheduled. Scheduling improves efficiency by providing access to current and future staff schedules and is completely integrated with the timecard – an edit made to the schedule is immediately reflected on the timecard. You can made unlimited schedule changes at any time.

Schedule rules are configured to ensure the schedule meets business guidelines (e.g., no one person is scheduled for too many hours). Rules are grouped into sets and assigned to employees, locations, and jobs. If a particular schedule breaks a rule, a rule violation displays in the schedule planner.

A rule violation displays an indicator when the schedule fails to comply with one or more schedule rules. Schedule rules include restrictions and requirements configured to ensure that the employees scheduled to work meet certain organizational guidelines and policies.

The schedule rule violations and features automatically detect and display schedule items that violate schedule rules. The rules are defined by the system administrator and can be applied to employees or locations. Rule violations reflect the displayed time frame and location. This allows Region 4 ESC to locate problem areas in the schedule and determine their severity. Rules are classified according to their impact on the validity of the schedule.

The workload planner shows your coverage requirements – the number of workers you need for each job over the course zones or shifts during the day. The workload planner sets up the day by either a series of shifts or by specific time spans. Managers can analyze coverage by unit, department, location, production line, etc. Region 4 ESC can see which areas are understaffed and move employees from overstaffed areas with drag-and-drop efficiency.

This module can prepare a schedule effectiveness and efficiency report to score the schedule against configurable metrics.

Region 4 ESC can make all shift changes on one screen, minimizing the number of clicks needed to complete staffing changes such as transferring jobs, editing shift times and breaks, and changing labor levels. You can select employees in a group and assign them shifts. When changes are required, such as adding a shift, replacing a shift, or extending the time of an existing shift, you can select the entire group (or some of the employees in the group) and make changes in a single operation.

Optimized scheduling features include forecasting dataviews, visualizations and machine learning to more accurately predict demand, which helps dramatically improve forecast accuracy, optimize schedules and keep labor budgets on track.

Describe analytics and KPIs or metrics related to scheduling.

ADP's solution provides multiple methods to access critical information and help you manage, track and analyze your labor. The ADP DataCloud metrics come pre-configured with out-of-the-box, industry-standard metrics or can be custom-created, modified and exported to CSV format for additional manipulation and analysis. This unique labor analytics solution provides a pre-configured, fully integrated business intelligence dashboard with nine industry-standard labor metrics. The labor metrics are presented in an easy-to-understand graphical format with configurable threshold alerts to highlight cost overruns and opportunities for greater labor cost control. The analytics tool is updated nightly.

ADP DataCloud also provides operational metrics and strategic analytics to help you align scheduling with workforce demand.

Region 4 ESC gains access to the workforce management insight you need, when you need it, where you need it, to make more informed labor decisions using:

- Embedded, out-of-the-box metrics to monitor potential issues.
- Region 4 ESC-defined key performance indicators (KPIs) for your business.
- Charts and other visuals created by Region 4 ESC via desktop or mobile.

Available metrics/KPIs include:

- Absence
- Actual vs Scheduled

- Attendance Actions
- Controllable Overtime
- Exceptions
- Exceptions Cost
- Exception Hours Percentage
- Labor Cost
- Labor Cost per FTE
- Leave Cases
- Leave Hours
- Non-Productive Time
- Overtime
- Overtime related to Absence
- Premium Time
- Projected Overtime
- Scheduled hours and Cost
- Total Hours
- Total vs Standard Hours
- Transfer vs Home Hours

The configurable user interface puts the ability to create and modify real-time, on-screen labor analyses at your fingertips at any minute via desktop or mobile. Users can filter and group data any way they want, combine metrics and analytics, as well as create chart visualizations with the data on the spot without any specialized expertise.

Does your solution provide machine learning capability to help ensure scheduling forecast accuracy? Please describe.

The proposed solution helps you intelligently manage your workforce by using data-driven insights to make better decisions and set targets and thresholds so you can quickly spot issues and take action. Several examples of the intelligence recommendations made via artificial intelligence and machine learning include:

- The system can consider balances and absence tolerances for the manager/team and recommend approval/refusal; managers can choose to automatically approve, allowing for instant feedback to the requesting employee
- The system can look at coverage and skills and recommend approval/refusal; it can spot trends and recommend swaps that may be acceptable and beneficial
- The system looks at and learns from history and uses artificial intelligence to forecast labor needs by job (down to 15-minute increments)

In addition, Region 4 ESC gains access to a real-time dashboard of 150+ key performance indicators (KPIs) that matter most to your business so you can make better decisions and take quick action.

Does your solution leverage artificial intelligence to recommend approval of time off requests? Please describe.

The proposed solution helps you intelligently manage your workforce by using data-driven insights to make better decisions and set targets and thresholds so you can quickly spot issues and take action. The system can consider balances and absence tolerances for the manager/team and recommend approval/refusal. Managers can choose to automatically approve, allowing for instant feedback to the requesting employee.

In addition, Region 4 ESC gains access to a real-time dashboard of 150+ key performance indicators (KPIs) that matter most to your business so you can make better decisions and take quick action. Managers can access the easy-to-use interface, choose their data set, define their view, filter and sort data, create charts and identify root causes to identified issues. These KPIs are updated whenever transactions occur, not in batch at the end of a defined period of time. Region 4 ESC doesn't need to wait to get the visibility you need to take action.

How does your solution help clients verify that they are scheduling the best employees during peak times?

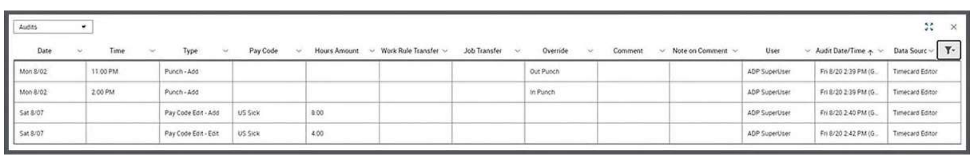
Region 4 ESC defines who the top performers are what constitutes a peak period during the day. Using data-driven insights, the system can look at schedule coverage and employee skills and recommend shift approval/refusal; it can also spot trends and recommend beneficial coverage swaps. The system learns from history and uses artificial intelligence to forecast labor needs by job (down to 15 minute increments).

Time data tracking and history

Does the system provide an audit trail of all time-related entries and changes? What information is logged and reported?

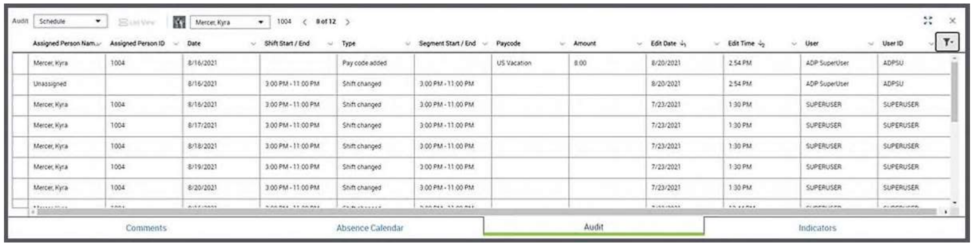
ADP's workforce management solution provides an extensive audit trail to track change information on timecards, pay codes and schedules. Audit trail detail includes before-and-after changes, the user ID of the individual who made the change and the time the change was made. If a change is made, an audit is created. If the change is removed, the audit trail is appended showing that the original change was again changed. In Timecard Audits, practitioners and managers can see where a punch comes from with the device name and device ID displayed.

Timecard Example


Audits

Date	Time	Type	Pay Code	Hours Amount	Work Rule Transfer	Job Transfer	Override	Comment	Note on Comment	User	Audit Date/Time	Data Sourc
Mon 8/02	11:00 PM	Punch - Add					Out Punch			ADP SuperUser	Fri 8/20 2:39 PM (G...	Timecard Editor
Mon 8/02	2:00 PM	Punch - Add					In Punch			ADP SuperUser	Fri 8/20 2:39 PM (G...	Timecard Editor
Sat 8/07		Pay Code Edit - Add	US Sick	8:00						ADP SuperUser	Fri 8/20 2:40 PM (G...	Timecard Editor
Sat 8/07		Pay Code Edit - Edit	US Sick	4:00						ADP SuperUser	Fri 8/20 2:42 PM (G...	Timecard Editor

Schedule Example



Assigned Person Nam...	Assigned Person ID	Date	Shift Start / End	Type	Segment Start / End	Paycode	Amount	Edit Date	Edit Time	User	User ID
Mercer, Kyra	1004	8/16/2021		Pay code added		US Vacation	8.00	8/20/2021	2:54 PM	ADP SuperUser	ADPSU
Unassigned		8/16/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			8/20/2021	2:54 PM	ADP SuperUser	ADPSU
Mercer, Kyra	1004	8/16/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			7/23/2021	1:30 PM	SUPERUSER	SUPERUSER
Mercer, Kyra	1004	8/17/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			7/23/2021	1:30 PM	SUPERUSER	SUPERUSER
Mercer, Kyra	1004	8/18/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			7/23/2021	1:30 PM	SUPERUSER	SUPERUSER
Mercer, Kyra	1004	8/19/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			7/23/2021	1:30 PM	SUPERUSER	SUPERUSER
Mercer, Kyra	1004	8/20/2021	3:00 PM - 11:00 PM	Shift changed	3:00 PM - 11:00 PM			7/23/2021	1:30 PM	SUPERUSER	SUPERUSER

Audit logs are available for Region 4 ESC's users based on security profile. All logging level options will minimally include the user, the date and time of the transaction and the IP address of the device the change was made from. In addition to the employee information, the audit log will show the updated data element and the original data element shown in square brackets: [ ].

How many weeks/years of timecard punch data can be stored?

ADP's workforce management solution can store data while an active client.

Describe the procedure for restoring punches lost due to a power outage at the client site, loss of connectivity, etc.

ADP's time clocks send punch transactions continuously, giving managers and supervisors immediate access to the most up-to-date information. Should a temporary loss of electrical power occur at the Region 4 ESC location, our clocks retain all punches until power and network connectivity is restored.

An optional battery backup allows the time collection terminals to continue to accept punches for several hours in the event of a power failure. Battery backups can be purchased for a one-time fee.

Wage and hour compliance

How does your time system support our compliance needs related to FLSA?

ADP's solution can be configured to assist our clients in complying with Fair Labor Standards Act (FLSA) regulations related to the tracking of employee start/stop times, tabulation of hours worked, calculation of overtime and other pay rules. ADP's solution can calculate FLSA weighted average overtime rates within the application.

How does your time system support our compliance needs related to attendance policy management?

ADP's attestation feature delivers the tools needed to make it easier to comply with state, local, union and organization policies. Providing employees the ability to access, review and approve or reject their timecards helps support your compliance initiatives. To that end, the proposed system includes a timecard confirmation so employees can attest to the accuracy of all time changes and totals as presented on their timecards before actual approvals are accepted.

Employee attestation tasks include:

- Missed punch entry. Employees can enter missed punch information for selected dates in the current pay period.
- Daily timecard edit approval. Employees can review and approve or reject any changes made by their managers during the current pay period; this feature will display a configured attestation message.
- Pay period approval. Employees can review and approve or reject their timecards for previous pay periods; this feature also displays a configured attestation message.
- *Meal tracking*. Employees can also designate whether or not they took their lunch, returned early, etc. If an employee registers his or her punch with the “No Lunch” flag, the auto lunch deduct is canceled for the day and the supervisor is notified. This allows employees to “opt in” for their automatic meal deduction and eliminates the question of whether the meal was taken.

The flexible, intelligent time-stamp feature can also be used an important part of your company’s meal and rest break policy enforcement, helping to mitigate potential meal penalty premiums. The solution can also track when meal periods have been waived by mutual consent of both the employer and employee or as otherwise allowed by applicable law and company practice.

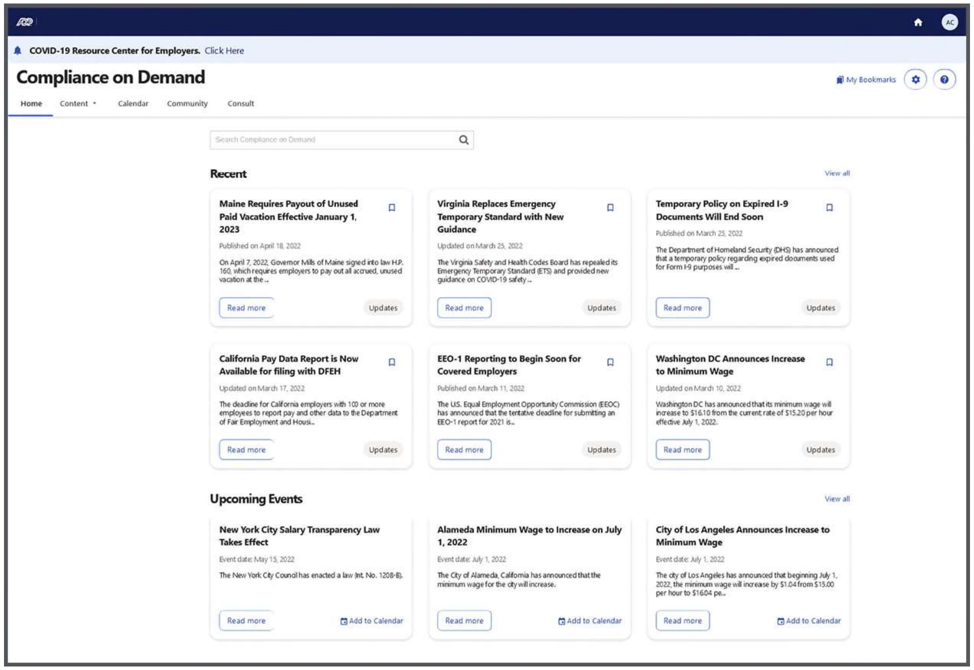
Managers also gain quick access to real-time data, helping them enforce your organization's compliance policies. Managers can access compliance reports and "quick views" to see:

- Daily approval and pay period compliance report shows which employees have approved, rejected or not taken action on days or a pay period in a specific time frame
- Meal compliance report shows how employees have answered the meal question and calculates the percentage of missing meals
- Missed punch view lists employees who did not punch in for their scheduled shifts
- Break status view lists employees who either missed a break or who have upcoming scheduled breaks for the current day
- Overtime status view lists and flags employees who are working overtime hours

How do you help clients understand and comply with federal, state, and local workforce compliance regulations?

Region 4 ESC will have access to back-end configuration to make pay rules changes to meet local, state, and federal laws. Alternatively, you may call your ADP service consultant to help make the changes. Change in laws that effect current configuration varies; some changes are immediate, other must be scoped and require lead time.

As a differentiator, we offer our clients a value-added service called ADP Compliance on Demand. Region 4 ESC’s entire organization can reference this ADP-developed compliance resource 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 compliance consultants and legal advisors from an ADP employment law partner.



ADP Compliance on Demand is a comprehensive resource that focuses on assisting ADP clients with wage and hour compliance. Ideal for organizations with distributed HR teams of varying expertise across the U.S., plans to expand into new states or questions about regulatory changes, ADP Compliance on Demand provides timely, consistent information on federal, state and local regulatory compliance content.

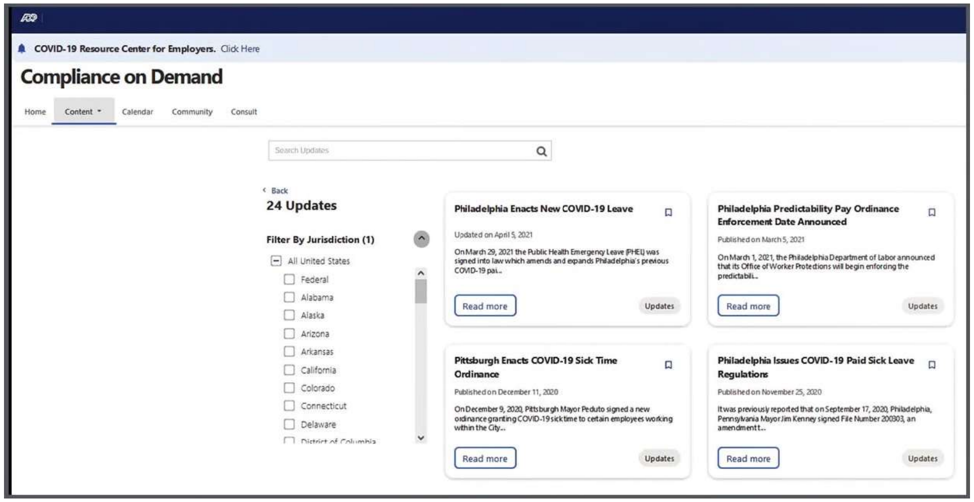
Content. The online content area is your source of information regarding current wage and hour legislative and regulatory information. Region 4 ESC practitioners can:

- Access and share current compliance articles, webinars, podcasts, alerts, updates and sample policies.
- Search topical areas and geographies that are of most interest to Region 4 ESC from one place.
- Access innovative tools that help practitioners understand overtime exemptions, as well as minimum wage and paid sick leave requirements.

Content tools include:

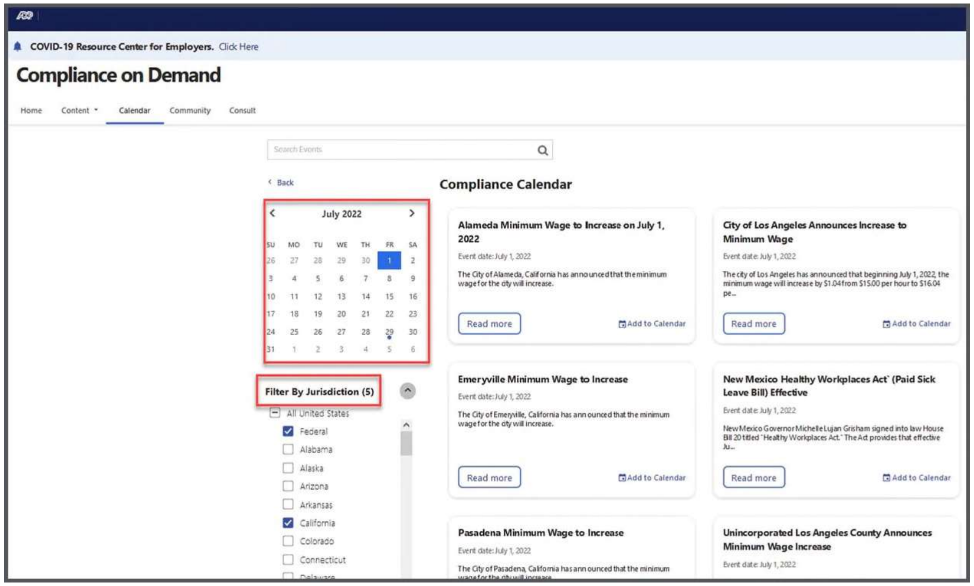
- *Minimum Wage Laws*. Displays the minimum wage for the selected state or locality for standard minimum wage and tipped minimum wage.

- *Paid Sick Leave Laws*. Displays the details of the paid sick leave law for the selected state or locality.
- *Exempt Status Tool*. Helps practitioners assess if an employee is likely exempt from state and/or federal overtime rules.

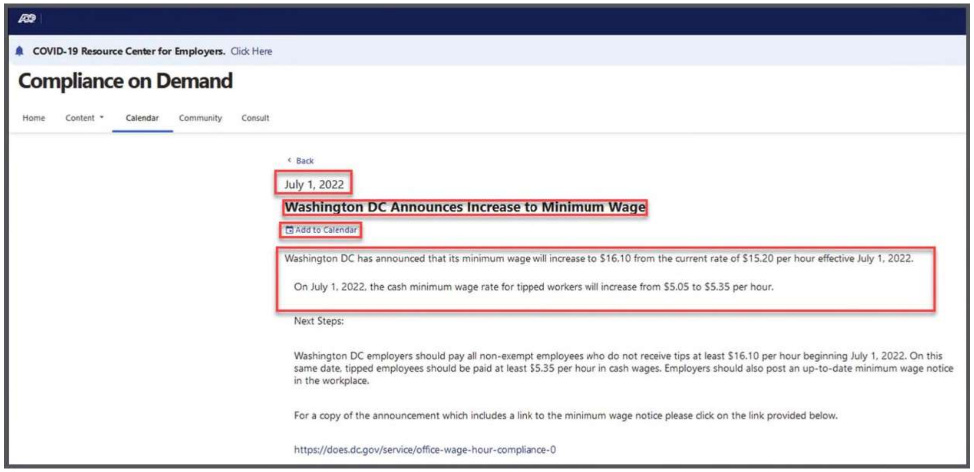


Calendar. The compliance calendar displays upcoming state- and federal-level changes and events. Region 4 ESC practitioners can:

- View important legislative milestones organized by date.
- Save important dates to a personal work calendar.
- Filter to view federal events and/or events for states applicable to Region 4 ESC's organization.

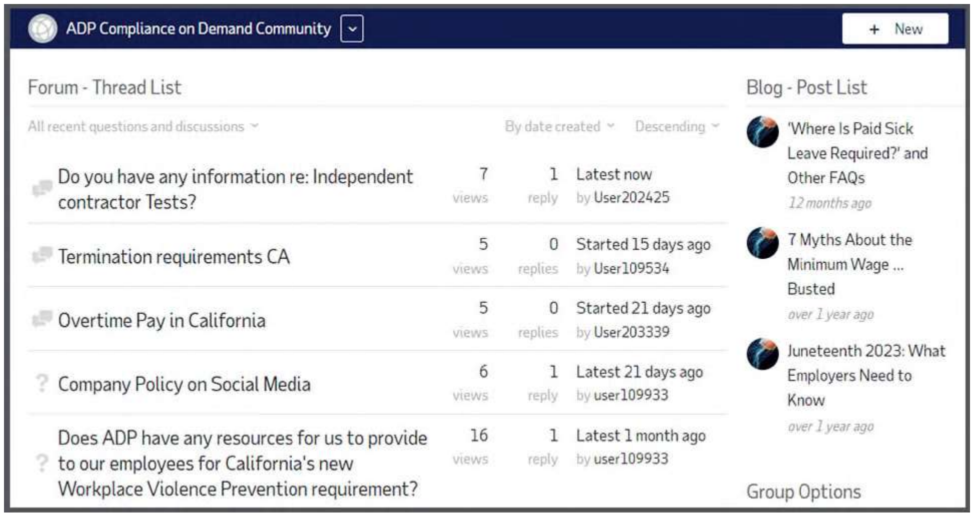


By selecting the event title, practitioners can view the date, title and description of the change taking place. The “Add to Calendar” link allows a Region 4 ESC practitioner to add the event to a personal calendar.



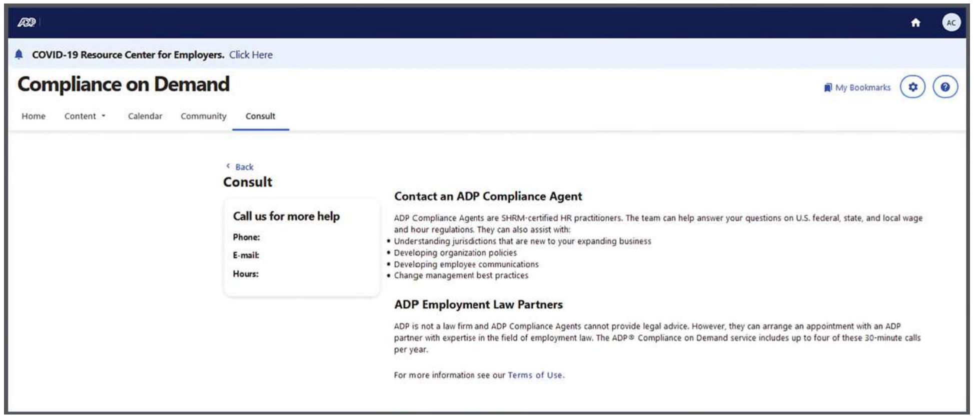
Community. The wage and hour Compliance Community is a secure online community (hosted by ADP) where Region 4 ESC practitioners can engage in discussions with peers using ADP solutions and facing similar compliance challenges. Practitioners can:

- Instantly find answers to questions that have already been asked.
- Pose new questions to one or multiple peers.
- Cultivate a reliable peer network for future discussions.
- Get a unique perspective on how clients implement ADP solutions to help with compliance.



Consult. Region 4 ESC practitioners can engage with ADP's compliance team one-on-one via the online portal and:

- Send a request for wage- and hour-related compliance assistance to the ADP compliance team.
- Receive consultative compliance assistance (virtually) at your convenience and schedule a time to speak with an ADP compliance expert.



Do you provide proactive alerts when a specific regulatory change impacts your clients?

ADP Compliance on Demand helps clients with compliance challenges by alerting clients to wage and hour regulatory changes and sharing compliance best practices.

ADP Workforce Manager Implementation and Service

Implementation

Describe potential implementation team resources that would be assigned.

Key roles within the ADP implementation team include:

- ADP engagement leader.
- Implementation consultants.
- Data integration specialist.

Describe client resources and responsibilities during implementation.

Key roles within the Region 4 ESC implementation team include:

- Executive sponsor who is responsible to promote the project vision, provide resources, and make decisions that impact the implementation process
- Project manager who functions as the primary project representative to Region 4 ESC’s employees and departments and coordinates project activities among the IT organization and user organizations
- Subject-matter experts who help explain Region 4 ESC processes, validate modeling results, extract and verify converted data, execute testing activities, and more

What is the average length of time required to implement the time solution?

A dedicated team of consultants manages every aspect of the implementation using a phased approach that results in a solution tailored to your unique needs. A typical implementation takes approximately 26-32 weeks.

ADP has implemented thousands of clients on our workforce management solutions. Our methodology provides quality gates, change management templates and training to help smooth the transition to your new ADP solution.

Does implementation include a change management workshop to help us ensure employee adoption.

The proposed services are designed to provide a comprehensive set of best-practice workforce management administration, processing and management procedures.

Our implementation methodology includes a strong focus on adoption to support your readiness and roll-out needs. We provide Region 4 ESC with an adoption toolkit to help socialize new processes within your organization. These value-added tools may include a tactical adoption roadmap, easy-to-use starter templates and communication planning tools, promotional marketing materials, learning bytes, change champion videos, and best practice guidelines all designed to help you engage your workforce and drive user adoption.

In addition to training and user adoption support, we also offer a number of strategic services, such as business case development, change management, and strategic communications support. We can provide insights and expertise to help you build your case for change and, ultimately, help your entire organization realize the value of change.

Do you provide third-party return on investment (ROI) validation in test vs control pilot before rollout is authorized?

Region 4 ESC can engage with one of ADP's third-party consultants who provide TCO/ROI studies for workforce management business cases. Any consulting costs would be negotiated between Region 4 ESC and the third party.

Verify that clients are not charged for any implementation, hardware, consulting or service fees until implementation is completed.

Region 4 ESC would not pay an up-front software license fee, and the monthly subscription fees are not billable until the system is “live.” Initial costs are limited to setup and training. Because there is no up-front capital expense for software licenses, it is less costly for Region 4 ESC to acquire the solution.

Describe training that is delivered with the system.

ADP’s continuous learning framework supports talent growth and development in an ongoing approach that appeals to the modern learner. Training content progresses from the “Getting Started” phase to the “Advancing Proficiency” and “Developing Expertise” phases. To accomplish this continuous learning journey, we offer task-based micro learning, which includes more color, life and movement for an engaging experience. Training materials include infographics, job aids, learning bytes, eLearning and topic-based instructor-led training where appropriate. Clients also have access to online help within the solution.

Service and support

Describe the service team that provides ongoing client support.

Region 4 ESC receives a toll-free number and self-service CRM access for your authorized champions (up to five trained client contacts) will use for ongoing support. Region 4 ESC's trained authorized users are introduced to their primary ADP workforce management service center consultant who ensures our Tier I support team has all the necessary information about your system configuration, environment, and appropriate client contacts to allow for seamless support.

Region 4 ESC's primary consultant is part of a larger team of 10–15 consultants with whom you may engage occasionally to meet your support needs. Each team includes a mix of consultants across levels of skill, product proficiency, and tenure. Your support team may escalate complex issues to Tier 2 technical support.

Describe the help desk service and support you provide

Your designated service center consultant provides support via a toll-free number to assist with day-to-day ongoing support 24 hours a day, Monday through Friday (excluding ADP holidays). After-hours support is provided on Saturday and Sunday via a call-back service for critical incidents only. This support is provided at no additional cost to Region 4 ESC.

Service center consultants use their service, product and technical expertise – as well as the service management tools and established processes – to deliver accurate and timely issue resolution and exceptional client service. Based on your inquiry, the consultant will determine the most effective method for issue resolution and escalate to the appropriate technical support group. The issue is not closed until the root cause is addressed and we determine a long-term resolution.

Should your service request require escalation, a member of the team will contact you directly to work through your request. As the issue is updated and moves to resolution, the tier II resource documents the steps to resolution in our CRM tool.

Do you charge premiums for different tiers of service?

ADP provides a superior service and support model that truly helps clients achieve greater adoption and value from workforce management. Our service features support Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern time (excluding ADP holidays) with a single point of accountability and communication; one contract; one bill; usage-based, monthly billing; support fees included in monthly fee; and fixed-bid implementations to eliminate any surprises.

Provide an overview of releases/upgrades, including schedule, frequency, delivery, etc.

All updates and patches are centrally managed by ADP. ADP applies version upgrades and interim maintenance releases to our hosted solutions.

We provide a convenient, one-stop access to release details, update information and new features/functionality. We also provide client communication and training on new features. Major functional enhancements are provided in off mode so Region 4 ESC can choose which new features to use and when to use them.

Clients review release material and determine any impact to the systems and/or operations; attend training as needed; enable new features/functionality; and test changes that may impact operations or new features/functionality.

Please describe how you provide consulting services through the contract term to help optimize use of the system? Are any costs associated with the service? How many consultations are provided during the contract term?

ADP knows technology alone isn't enough. Unlike many of our competitors, we do not sell our clients software and wish them luck. Service is an ADP differentiator. We provide a "software with service" business model to ensure you have the professional expertise you need throughout the lifetime of your contract with ADP.

ADP's client care team is comprised of highly tenured consultants sourced from areas across ADP. The team partners with you to optimize the solution for your business so you can realize greater value, be more efficient, and address your unique business challenges.

Managed implementation model

- Fully managed, versus guided, implementation
- A fixed-fee offer, we work our process to help manage you and your team to an efficient, quality go-live event
- This is accomplished in the shortest possible time, without sacrificing quality (our number one goal)

With more than 130,000 time clients around the world, ADP has successfully implemented more clients than any other workforce management vendor. Our implementation process differentiates us in that we don't generate any revenue until our clients are live. This is important because, unlike most software purchases where you are asked to configure your solution right after training (when you have little information), we handle configuration for you. Then, as you learn more, there are opportunities to revisit the configuration as part of the project.

By leveraging our people, team, experience, and resources, you can avoid pitfalls, delays, and resource and bandwidth issues that would put the project (and your timeframes) at risk if you were implementing independently. This means you can streamline your project, implementing in a fraction of the time it would otherwise take in a traditional model, so you can reach your goals quicker. For more than 30 years, our managed implementation (vs. guided) has helped us achieve a successful install rate that is unsurpassed.

Support model

We understand that service is about responsiveness and having access to (and confidence in) a knowledgeable team with the right answers. Our support model includes:

- Customer service team to support your everyday needs
- Weekly team meetings with ADP management to discuss open items for faster resolution
- ADP service team proactively contacts Region 4 ESC on a quarterly basis to discuss overall satisfaction and plan next steps, if applicable
- A complimentary, on-site consultation upon your first, second and fourth anniversary year to ensure your processes and solution are growing with your needs (excluding travel and expenses)
- Semi-annual client survey where you are asked to candidly express your feedback regarding our solution
- A complimentary report package with extra reports specifically created based on client feedback so you can spend more time analyzing your labor reports and less time creating them

Our service model is based on feedback from clients like Region 4 ESC and is organized around the following four pillars:

- *Partnership*. Our goal is to be an extension of your team and be viewed as an integral part of your organization.
- *Insightful experience*. We serve thousands of employers, and we bring that experience to our clients through leading practices and process improvement.
- *Easy to do business with*. The business environment is getting more and more complicated. When you work with ADP, we help make your job easier.

Proactive system optimization by the ADP client care team

Our goal is to identify opportunities for improved efficiency by understanding your processes and what tasks, if any, you are still performing manually. We review the solution’s features to ensure you are operating at peak efficiency.

Our experienced professionals even go on-site (during years 1, 2 and 4) and provide 24 hours of consulting – free of charge (excluding travel and expenses). These ADP professionals will watch your employees clock in and out or observe your managers as they perform tasks to uncover any opportunities for a more streamlined process. Their recommendations for process improvement bring incredible value to our clients.

ADP Compliance on Demand

ADP Compliance on Demand is a single source for wage and hour compliance expertise that is available exclusively for ADP clients.

Region 4 ESC's entire organization can reference this unique service for timely and consistent information on federal, state, and local regulatory compliance content (articles, videos, templates, guides, and webinars). It also includes an online compliance community and access to ADP compliance consultants and legal advisors from an ADP employment law partner.

Predictable financial model

ADP's offers a low-risk, predictable, consistent, scalable model that clients can plan and budget around.

- We keep all up-front costs off the table by spreading them out over the life of the agreement
- We can offer a flat-fee, fixed bid, which eliminates the “scope creep” that typically hits projects
- We offer a “fees at risk” model that puts the responsibility on us to meet our SLA agreements every month
- We do not charge you for setup or licensing until you are live and using your ADP solution
- We offer a hosted SaaS that minimizes computing expenditures.

These financial aspects are important because it ensures clients have a partner that has some skin in the game, is highly vested in the success of the project and is motivated to help clients reach each project milestone.

We’ve often heard of projects in the market that stall out or never get off the ground, systems that are half-installed, or solutions that end up being used in a way never intended because the client had to take shortcuts just to get up and running. We’ve seen consultants being hired in to correct projects, adding thousands or even millions of dollars in scope-creep costs.

ADP's model ensures you’re only paying for the employees that are actively using the system, so you’re not stuck managing or overpaying for unneeded licenses. We offer a low-risk, predictable, consistent, scalable model that you can budget around.

What differentiates your time and attendance service and support?

ADP provides a superior service and support model that truly helps clients achieve greater adoption and value from workforce management, offering clear differentiation from other workforce management providers in three major areas:

Single point of accountability and communication. One contract; one bill; usage-based, monthly billing; support fees included in monthly fee; and fixed-bid implementation to eliminate any surprises.

Managed implementation and Service Center of Excellence. Availability of Strategic Advisory Services group, proactive client care program and dedicated support centers of excellence.

ADP Compliance on Demand. A compliance resource exclusively your organization can reference for timely and consistent information on federal, state and local regulatory compliance content (articles, videos, webinars and more). This unique service also includes an online compliance community and access to ADP expert compliance consultants.

ADP has been named Number One in the Ventana Research Buyers Guide 2024 Assessment. ADP was recognized for innovative workforce management solutions aimed to help businesses control labor costs, increase productivity and simplify compliance. ADP earned the highest rank in Workforce Management Suites and Workforce Management Basics categories.

ADP Workforce Manager Security and Disaster Recovery

Security

Summarize your information security policy and how you ensure the integrity of information.

At the center of the Google security model is the information security team consisting of top experts in information, application and network security. This team maintains organizational defense systems, develops security review processes, builds security infrastructure and implements Google's security policies, including:

- Data center physical security
- Trusted server boot
- Data access
- Data disposal
- Platform security features
- Secured service APIs and authenticated access
- Data encryption
- Secure global network
- Intrusion detection
- Mobile security
- Security scanning
- Compliance and certifications
- Network firewall rule maintenance
- User and credential management
- Penetration testing
- Sensitive data management
- Logging and monitoring
- PCI and HIPAA regulations compliance

What are the procedures for intrusion detection, incident response, and incident investigation/escalation?

The incident response process provides a framework to most effectively and holistically manage a security incident, from detection to post-incident analysis. The process includes:

- *Detection*. The team monitors for potential signs of incidents based on alerts received.
- *Triage and analysis*. Assessment of criticality, impact likelihood, internal escalations and determination of any support required
- *Containment*. Prevention of additional resources being affected, restriction of access and data flows, determination of the need to collect and preserve evidence
- *Remediation*. Using incident playbooks as guides, determine required teams to eliminate the vulnerability causing the incident, securely recover systems, and perform testing to confirm the remediation measures' effectiveness
- *Post incident analyses*. Determine and document the root cause and lessons learned; identify necessary improvements in people, processes and technology to prevent recurrence

Describe physical security measures.

Google's global network footprint, with more than 100 points-of-presence across more than 33 countries, ensures you receive the same low latency and responsiveness customers expect from Google's own services. Recognized as some of the most energy-efficient and secure in the world, Google's decade of data center innovation is immediately available to you.

Physical security highlights include:

- A layered security model, including safeguards like custom-designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors and biometrics.
- Data center floor features laser-beam intrusion detection.
- Data centers are monitored 24x7 by high-resolution interior and exterior cameras that can detect and track intruders.
- Access logs, activity records and camera footage are reviewed in case an incident occurs.
- Data centers are routinely patrolled by experienced security guards who have undergone rigorous background checks and training.

How is our data isolated from other clients' data?

Physical, logical and administrative controls are employed to isolate and protect client data and provide confidentiality, integrity and availability of information.

ADP's workforce management platform is a multi-tenant application. Data is separated by database schemas and traffic is resolved by tenant IDs. Access is only available through the interface (API), database access is not permitted. All traffic is validated and funneled via an API that includes tenant ID as part of the header record. Information Access Layer (IAL) routes the API traffic to the correct tenant using the appropriate tenant ID.

Do you leverage public or private cloud storage for client data?

ADP's workforce management solution is hosted in the Google public cloud. Access to the solution is provided through the ADP portal, which sits behind firewalls and uses ADP private network address space.

All services are managed through a secured global API gateway infrastructure. This API-serving infrastructure is only accessible over encrypted SSL/TLS channels, and every request must include a time-limited authentication token generated via human login or private key-based secrets through the authentication system.

All access to Google Cloud Platform resources is regulated through the same robust authenticated infrastructure that powers other Google services. Features available when you are managing users include password policy, enforced two-factor authentication and new innovation for authentication enforcement in the form of hardware security keys. The Google Cloud platform features:

- Elasticity to support peak processing demands
- Access to the Google fiber network (where available)
- An industry-leading data center infrastructure optimized and managed by Google
- Geographic agility
- Capacity on demand

Is our data encrypted at rest and in transit? Please describe what types of encryption methods are used?

The Google Cloud Platform services always encrypt client content that is stored at rest (with a few minor exceptions). Encryption is automatic, and no client action is required. One or more encryption mechanisms are used. For example, any new data stored in persistent disks is encrypted under the 256-bit Advanced Encryption Standard (AES-256), and each encryption key is itself encrypted with a regularly rotated set of main keys. The same encryption and key management policies, cryptographic libraries and root of trust used for your data in Google Cloud Platform are used by many of Google's production services, including Gmail and Google's own corporate data. Digital certificates used for data encryption are issued by an internal Google certificate authority.

All data (web application and mobile) in transit is encrypted using Transport Layer Security (TLS) 1.2 and WebSockets Secure (WSS) over HTTPS. APIs and terminal communications are protected by TLS.

Do you support secure email? Please describe.

The solution's email workflow does not normally contain information of a confidential nature; therefore, secured email is not supported. However, any confidential email communications between ADP and Region 4 ESC are managed via end-to-end encrypted email.

Relay email servers are used for application email-generated notifications. Servers reside behind stateful firewalls, DLP technologies, and employ anti-virus/malware protection. Network and server resources are also continuously monitored for suspicious activity.

Disaster recovery

Describe your company's back-up and disaster recovery strategy.

Disaster recovery includes the Recovery Time Objective (RTO) is 24 hours and the Recovery Point Objective (RPO) is 4 hours. The workforce management multi-tenant database is backed up multiple times a day to protect client data. Backups are copied via encrypted connections to storage at a different location for off-site protection. ADP retains seven days of database backups for clients a rotating fashion.

The disaster recovery plans are reviewed, revised and tested annually. However, various components may be subject to semi-annual or quarterly reviews and revisions.

How often are your disaster recovery plans reviewed and tested?

ADP's disaster recovery plans are reviewed and, if necessary, revised annually. Various components may be subject to semi-annual or quarterly reviews and revisions.

Do you own your disaster recovery center?

ADP's workforce management solution is hosted in the Google Cloud, the leading Software as a Service (SaaS) provider with certifications for ISO and SOC 1/SOC 2 reports.

Benefits Administration

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Benefits Administration

June 19, 2025

Presented By

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(847) 727-0930
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Benefits Administration 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 Region 4 ESC's 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 Region 4 ESC 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 Region 4 ESC's 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. Region 4 ESC 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 Region 4 ESC's 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.

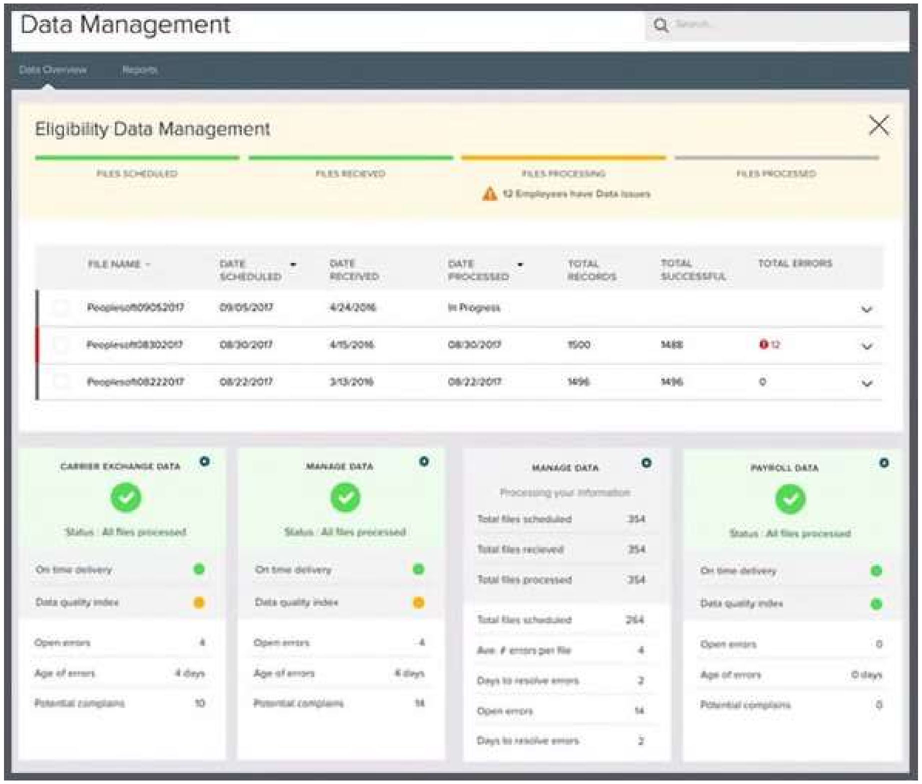
Eligible employees access self-service to view current benefits information and print a confirmation statement after enrollment is complete.

Calculating payroll deductions. We generate a data file that provides changes-only, per-pay period employee benefits deductions and imputed income to Region 4 ESC's 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). Region 4 ESC's 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 Region 4 ESC to monitor incoming and outgoing data. ADP processes Region 4 ESC's 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 Region 4 ESC practitioners into all inbound and outbound files:



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 Region 4 ESC 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 Region 4 ESC's 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 Region 4 ESC's 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 Region 4 ESC. Each administrator's user ID identifies transactions that he or she made.

Supporting ongoing benefits administration tasks. ADP performs these benefits tasks on Region 4 ESC's 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 Region 4 ESC's benefits administration solution. Effective annual enrollment planning can help Region 4 ESC 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.

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.

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 Region 4 ESC's various supporting systems into eligibility and affordability calculations to accurately populate Forms 1094-C/1095-C. Regardless of Region 4 ESC's 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 non-compliance 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 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 Region 4 ESC, 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. Through this service 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.

Dependent verification services

Reducing health insurance costs is a priority for nearly every organization, and there is no end in sight to these rising costs — especially with the requirements of health care reform. Most organizations have exhausted the obvious options to curb health care spending, such as carrier negotiations, high-deductible plans, and larger employee contributions.

Management of dependent benefits can be another effective cost-containment tool. The results of an evidence-based dependent eligibility audit can impact Region 4 ESC's bottom line, improve compliance, and offer insights into process improvements. On average, our clients experience annual premium savings of $3,500 for each failed dependent result.

Requesting proof of dependent status and verifying dependent data are intensive manual efforts that require coordination between employees and HR. With the passage of the Affordable Care Act, additional dependents have the opportunity to gain coverage through Region 4 ESC's medical plans.

ADP can collect employee information to verify dependents' eligibility for medical, dental, and vision coverage and distinguish federal eligibility rules from individual state mandates. Region 4 ESC selects the combination of services to easily verify your benefits-eligible population per your plan documents. Dedicated professionals act on your behalf and request proof of dependent status based on verifications you choose. Using ADP's solution results in a higher level of service for employees, confidential collection and storage of sensitive documents, and efficient transaction processing by leveraging our established processes and compliance expertise.

Features and functionality

Ongoing verifications monitor dependent eligibility throughout the year to ensure only eligible dependents (newly and currently enrolled) are covered. Region 4 ESC determines the type(s) of verifications to be performed. Several kinds of validations are supported based on the type of dependent and the reason for adding the dependent, including:

- *Dependent add*. Verifies all newly added dependents as a result of a new hire, family status change, and annual enrollment.
- *Full-time student*. Verifies the status of all dependent children currently flagged as full-time students for dental and vision coverage (this verification no longer applies to dependent child medical coverage due to the passage of the Affordable Care Act).
- *Overage dependent*. Verifies all dependents older than the maximum age for dependent dental and vision coverage; requests verification of student status or disability (this verification no longer applies to dependent child medical coverage due to the passage of the Affordable Care Act).
- *Family status change*. Verifies all family status changes (e.g., marriage, divorce, birth) for proof the event occurred (which allows the employee to add or drop dependents from coverage).

ADP can also support a one-time, full dependent verification. We verify all dependents enrolled in your benefits plans and request verification of dependent status/relationship from the employee.

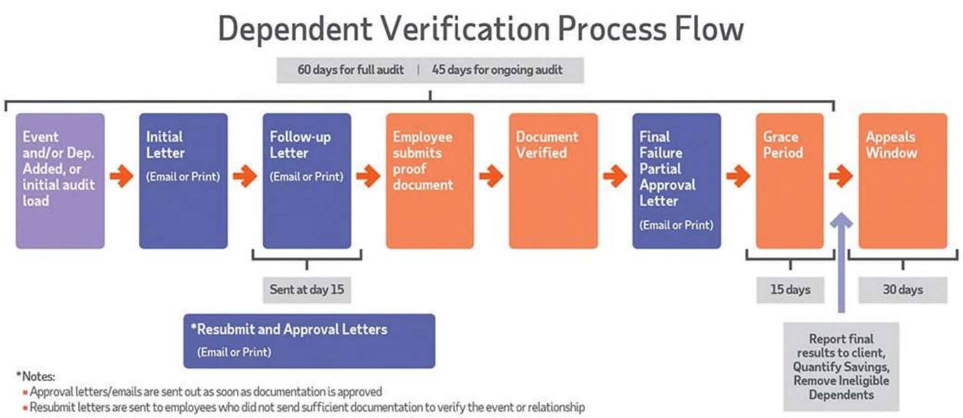
Our standard verification processes include:

Applying employee and dependent indicative data. When used with ADP's benefits administration, we produce a standard verification data file on your behalf. When used without ADP's benefits administration, Region 4 ESC provides employee indicative data in ADP's specified format at a mutually agreed-upon frequency.

The file contains basic active employee and dependent data, as well as specific event or coverage information, for the type of verification Region 4 ESC has selected.

Producing verification letters. We use three proof points when sending outgoing correspondence: recording what was sent and when, using a United States Postal Service bar code on each piece of outgoing correspondence, and scanning the physical mail along with the envelope and postmark. A two-D bar code is printed on the document itself to ensure it contains the correct information and the right correspondence is placed into the correct envelope.

ADP generates the initial verification letters and sends them to Region 4 ESC's employees. A typical timeline for our verification communications is:



The report generated at the conclusion of the verification offers all "no response" and partial approval indicators at a dependent level — as well as those employees (and their dependents) who have passed the verification.

Processing documentation received. Employees submit substantiation of dependent status directly to ADP via fax, document upload, or mail. We review the information, ensure it meets your requirements, and image/store it within our dependent verification system. The employee's record is updated, and the original paper documentation is destroyed.

Generating confirmation of proof received. We send employees a final letter to confirm the submitted proof was received and approved. A resubmit letter is sent to notify the employee if the documentation is incomplete or unacceptable.

Closing the verification. ADP automatically ends the verification period at the designated time and creates reports for Region 4 ESC. The reports list all employees who passed, failed, and did not respond within the verification time period.

Dropping dependents from coverage. If Region 4 ESC also uses ADP's benefits administration, ADP produces a summary report that Region 4 ESC can use to determine if a dependent should be dropped from coverage (as well as any applicable COBRA qualifying events). Region 4 ESC notifies ADP of the dependents to be terminated from coverage in the benefits administration system, or you can terminate the dependent coverage via administrative access.

When used without ADP benefits administration, ADP produces a summary report that Region 4 ESC can use to determine if a dependent should be dropped from coverage (as well as any applicable COBRA qualifying events). Region 4 ESC drops the ineligible dependents from coverage in your benefits system of record.

Providing support for late responses and appeals. A silent grace period is automatically included in the verification to support late responses. A minimum of five days accommodates mailed and faxed documentation that arrives within the verification period but outside of regular business hours. Region 4 ESC can determine a grace period of up to 30 days if you wish to accept late mail or manage appeals. You control these parameters, and we work with you to provide the best outcome for your employees.

Appeals are an important component of the dependent verification process — initial verification failures average 12–15 percent before appeals. Extenuating circumstances (delayed mail delivery, complex family situations, or leaves of absence) can sometimes prevent employees from completing the verification on time. Region 4 ESC's employee can contact our service center to submit an appeal. We either automatically approve the appeal based on your rules or forward it for your review/approval.

Leaves administration

When the Family and Medical Leave Act (FMLA) was signed into law in 1993, employers of a qualifying size became bound by law to provide 12 weeks of unpaid leave to employees who meet the eligibility criteria. Leaves administration moved from a minor employee benefits issue to a major federal compliance issue. In addition, employees may perceive HR practices as being unfair or biased if employee leaves are managed incorrectly.

In addition to FMLA, more than 400 state leave policies affect private-sector employers – including an increasing number of state-funded paid leave programs. To add to the complexity, employers' PTO policies can overlap and intersect with leave programs.

ADP is the only human capital management (HCM) organization that provides a full-service solution for regulatory leaves. We deliver a carrier-agnostic solution for your employees that integrates seamlessly with your existing HR ecosystem.

When FMLA administration remains independent of your disability and insurance providers, you can easily make changes as your needs evolve – without disrupting your employees' FMLA experience. Although less than half of FMLA transactions involve a disability claim, every FMLA transaction impacts your HR ecosystem and requires updates to time, payroll, benefits and ACA eligibility. This process is best handled by a true HCM expert – not a disability specialist.

Managing leaves requires precision and expertise in many areas, including legal compliance, employee eligibility, and payroll coordination. ADP manages all inquiries of leave balances; administers and manages all paperwork; decrements the employee's FMLA and (any applicable state leave) hours taken; and maintains usages totals on each FMLA (and state) leave used. In addition, our MyLife Advisors (MLAs) assist Region 4 ESC's employees through the complicated leave process in a fair, consistent, and confidential manner by offering empathy and expertise during what may be a challenging time.

Leaves administration enables Region 4 ESC to:

- Help ensure compliance with FMLA, USERRA, and state mandates while preventing overuse and abuse of leave time.
- Increase operational efficiency and accuracy with technology that supports cost-effective, timely information capture, processing, and reporting.
- Standardize a consistent approval/denial process for leaves and eliminate potential discrimination issues.

Features and functionality

ADP supports leaves administration on Region 4 ESC's behalf across all 50 U.S. states and territories for these leave types:

- FMLA.
- State-mandated leave.
- USERRA.
- Federal Protection of Jurors Employment.
- Employer leave:
  - Medical leaves of absence.
  - Personal leave of absence programs.
  - Sabbatical.

We can also coordinate (exchange data and status information) with Region 4 ESC's insurance provider for short-term disability (STD), long-term disability (LTD), and workers' compensation (WC).

ADP synchronizes the consecutive and concurrent management of FMLA, state, and employer leaves of absence, which eliminates the possibility of sequential leaves for the same condition. Because a single request for leave may qualify for coverage under more than one type of leave, we administer the qualification, documentation, and follow-up requirements for all programs according to your specifications and program regulations.

Support for leaves administration includes:

Processing the intake of leave requests. We capture all leave requests from your employees through a simple, intake process to:

- Determine leave policies, eligibility, entitlement, and availability.
- Approve/deny personal, military, federal, and state-mandated leave according to Region 4 ESC's plan rules and/or applicable federal or state requirements.
- Track leave types according to the policy and/or law.
- Review all leave substantiation documents from employees and medical providers for completeness and qualification under the definition of a serious health condition.
- Request and process any needed cure-for-deficiency letters.
- Send employee communications that are compliant with Department of Labor standards and/or state law.
- Decrement time from the available bank and supply the HR practitioner and employee with a continually updated view of each leave.

Managing employee communication. ADP sends leave information to your employees within the required time frame. These communications are specific to the requested leave type and may include:

- FMLA and state leave packets (personalized cover letter, FMLA Notice of Eligibility and Rights & Responsibilities, Designation Notice, Fitness for Duty form).
- FMLA leave of absence status (personalized cover letter, leave approval/denial, cancellation of leave).
- State leave of absence status (cover letter, approval/denial).
- Workers' compensation cover letter and state-eligible letter.
- Personal leave of absence (approval/denial).
- Military leave of absence request (cover letter, approval).
- Medical leave of absence (cover letter, approval/denial).
- Reminder (reminds employee to return substantiating documentation within 10 calendar days from the leave request).
- Denial (denial for not submitting documents).
- Return-to-work reminder letter.
- Cure-for-deficiency letter (to obtain additional information needed from the health care provider).

Region 4 ESC's HR practitioner and the employee's manager receive corresponding email communications throughout the leave.

Setting up plan information on our online knowledge base. To ensure your employees' leaves are administered according to your policies and business rules, we enter your plan specifications into leaves administration system and online knowledge base. We incorporate your policies, procedures, and protocols within the parameters of federal and state guidelines, and we update our system and processes as your leave policies and state and federal regulations change. Our professionals use this information to answer your employees' questions and process their leave requests.

Providing documentation and record retention. All original documents are imaged and retained for a minimum of eight years. Call recordings are retained for 18 months.

Documenting hours taken and maintaining totals of available leave hours on a per-employee, per-leave basis. Employees, managers, and HR practitioners can access leave information online. A leave summary, including begin and end dates, the status for a given leave, leave detail, and the return-to-work date, are displayed.

Coordinating FMLA and/or state medical leave with your disability vendors to facilitate concurrent administration. ADP can coordinate with any Region 4 ESC-designated STD, LTD, and WC carrier to receive regular updates. We review the approval and denials so we can approve time taken concurrently with any applicable FMLA or state leave laws.

Updating employee data on an ongoing basis. When combined with ADP HR/payroll, employee data is seamlessly updated each week. Without ADP HR/payroll, Region 4 ESC sends a weekly data feed from your external system(s) of record to update employee data, including contact information for all employees, HR practitioners, and managers — as well as hours worked.

Extending FMLA to employees who may have been denied disability benefits. Although some of your employees may not meet the eligibility criteria for your disability programs, they may still qualify for leave time under FMLA, state, or Region 4 ESC policies. Based on the report of disability denials, ADP initiates the FMLA process or adjudicates the policies for which the employee is eligible.

Additional services

Optional services (available for additional fees) include:

Using additional letters and forms per Region 4 ESC's request. Based on a review of the requirement, Region 4 ESC may use your own forms and letters.

Administering additional leave policies. In addition to the standard leave policies we support, other policies may be included.

Supporting customized reporting capabilities. Nonstandard reports, specific to Region 4 ESC, can be programmed to meet your internal reporting needs.

Providing direct billing services. Region 4 ESC can choose to partner with any provider for these services.

Employee communications

ADP can produce a hard-copy annual enrollment communication package for Region 4 ESC. 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 Region 4 ESC's 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 Region 4 ESC, your carriers, and ADP. We notify Region 4 ESC of the total premiums due and provide a breakdown by carrier. Region 4 ESC 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. Region 4 ESC 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.

Chuck Roberson

Role: Lead Product Manager
Office Location: GA Home Office - Alpharetta, GA

Total Compensation Statement 2023

Here's a summary of the your total compensation, including: Salary, Bonuses, Commissions, and Benefits. Include another line for additional context. [Placeholder text]

Total Rewards
$237,000

Direct Compensation

Compensation Type	Amount	% of Total	Effective Date
Annual Salary (Assignment 1)	$116,000.00	49.4%	05/23/2022
Annual Salary (Assignment 2)	$90,000.00	39.3%	05/23/2022
Annual Bonus	$15,000.00	6.4%	08/01/2022
Commissions	$1,000.00	0.4%	08/01/2022
Total Direct Compensation	**$222,000.00**		

Indirect Compensation

Please note, this is annualized projected cost based on your current active benefit elections and do not reflect actual Year to Date cost in payroll. [Placeholder text]

Employer Provided Benefits	Employer Pays	% of Total
Health Benefits	$12,000.00	5.1%
Insurance	$1,000.00	0.4%
Total Indirect Compensation	**$13,000.00**	

Retirement

Employer Provided Benefits	Your Contribution	Employer Matched Contribution
401(k)	$500.00	$500.00
Total Retirement	**$500.00**	**$500.00**

Equity

Equity amounts are shown as an estimated value as of the grant date and are not included in the Total Compensation Total.

Equity Type	Vested Equity	# of Shares	Grant Date	Vesting Date
Restricted Stock Units	$1,000.00	10	08/01/2022	07/31/2022
Total Equity	**$1,000.00**			

ADP Strategic Advisory Services

This specialized group works directly with Region 4 ESC 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.

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 Region 4 ESC 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:

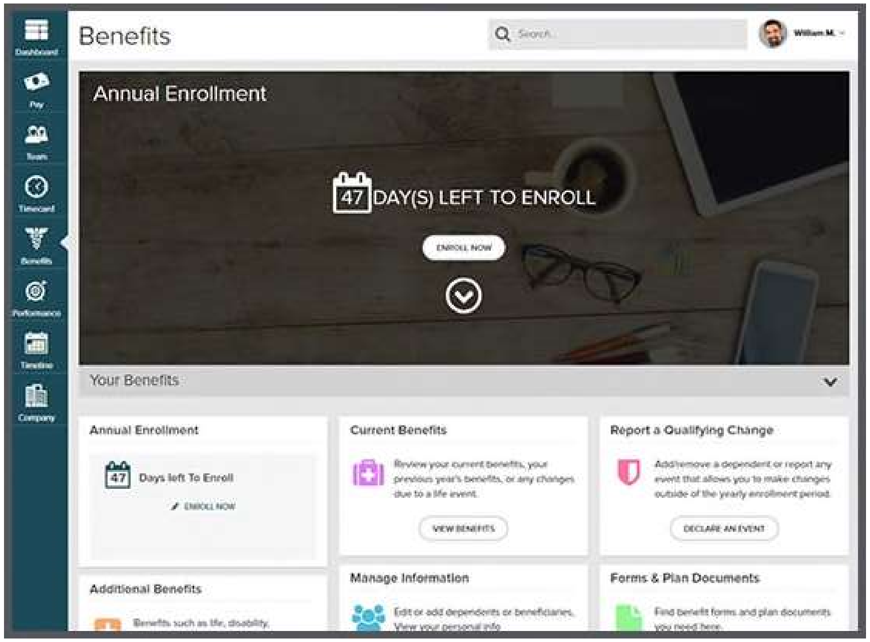
- Displaying Corestream-offered supplemental benefits plans in real time via the ADP enrollment experience within an enrollment opportunity (annual enrollment, life-event, etc.). The information presented is limited to the supplemental benefits the user is eligible to enroll in as part of the enrollment 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

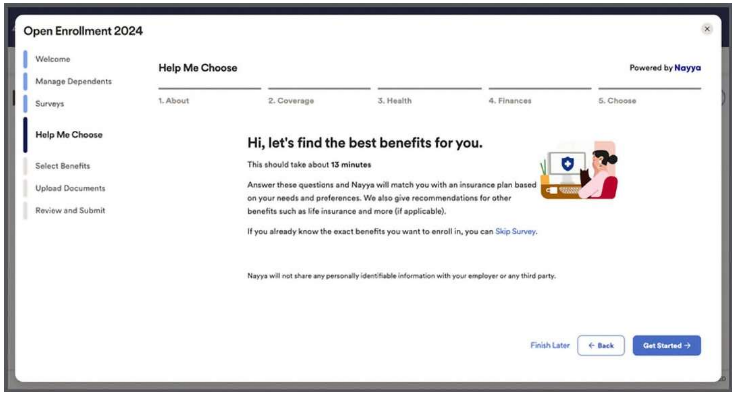
Our entire user experience, including web-based self-service and mobile access, is designed from the employee's point of view. Region 4 ESC's business rules define events that drive election opportunities (annual enrollment, life-event change, new-hire enrollment, etc.). Eligible employees are presented 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 Region 4 ESC's 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. As part of the enrollment workflow, decision support provides personalized recommendations to your employees using actual claim data (rather than aggregated data), Each employee receives recommendations based on the full picture of wellness (including past benefits usage, lifestyle routines and health factors).



Leveraging data analytics. When annual enrollment is complete, ADP's AE Snapshot Analytics can provide a data-driven narrative of Region 4 ESC's 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.

ADP's AE Snapshot Analytics allows Region 4 ESC 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. Region 4 ESC's approval of submitted documentation allows the employee's elections to become effective. If the required proof is not provided, Region 4 ESC's designated benefits administrator can deny the transaction, or the transaction can be allowed to expire according to your business rules. As an optional service, Region 4 ESC 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 Region 4 ESC's 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. Region 4 ESC's 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 Region 4 ESC 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.

Leaves administration

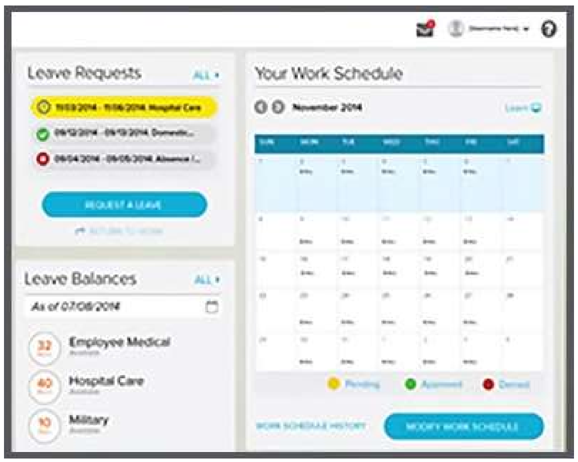
We offer full web-based self-service support for leave management, including real-time balance information based on Region 4 ESC's specific plans. Security drives functionality and view access, including:

Personal information. An employee can view his or her basic personal and job-related information, provide a preferred mailing address to receive leave-related correspondence (which supports a temporary address for an employee caring for a family member away from home), and provide a preferred email address for email notifications.

Documents and forms. Employees, managers, and HR practitioners can access federal and state leave law information. Short-term disability (STD), FMLA, and other forms applicable to Region 4 ESC's leave policies are also available based on the employee's eligibility.

Document upload. Employees, managers, and HR practitioners can upload a document regarding a specific leave. Several file formats are supported: JPEG, JPG, .TIF, .TIFF, .PNG, and .PDF. The file size is limited to 2 MB. Users can view the type of document, status of the document, date it was received or sent, and if the document was sent to ADP or sent by ADP.

Month at a glance. Employees can access a calendar view for all leaves they have taken. Leave detail can be accessed by clicking on the leave in the calendar view. The return-to-work date is also available on the month at a glance, as well as any restrictions for the employee as noted by Region 4 ESC when the employee returns to work.



Apply for leave. Employees and HR practitioners can submit a new leave request by answering a few simple questions. We determine the policies which should be applied to the leave request based on the employee's eligibility and the availability of time. Policy language can be configured to advise employees of Region 4 ESC's process for adjudicating disability leaves that run concurrently with other policies.

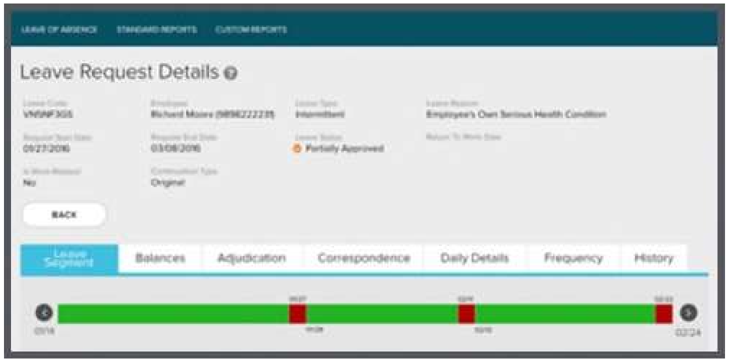
In addition, employees can link to Region 4 ESC's third-party disability vendor's authorization form when a disability-related leave is initiated.

Manage leave. Employees, managers, and HR practitioners can view the leave request date; leave status (approved, pended, partially pended); unique leave number; leave type (employee medical, family, and secondary reasons); intermittent or continuous leave; and if the leave is disability, work-related, or reduced workweek. Users can also report intermittent time, request a leave extension, and submit or verify return-to-work dates. HR practitioners and employees can also view the approved absence frequency for intermittent leaves.

Employees can see the leave policies applied to their requests, including details regarding how the leave balance is calculated. HR practitioners can see the policies applied through the leave detail of a particular employee's leave request.

Any denied or canceled leave requests display the reason the leave was denied or canceled.

Manager self-service provides an enhanced leave segment view and role-specific dashboards.



Work schedule. If Region 4 ESC has varying work schedules, the employee can choose a specific work schedule and see the exact number of hours he or she is to work that week. To make a change, the employee enters the effective date for the new schedule (HR practitioners can also adjust employee work schedules if Region 4 ESC enables this functionality). Beginning on that date, the employee's leave time is decremented according to the new work schedule.

Return to work. The website can be configured so the employee, manager, or HR practitioner can select the leave and enter the return-to-work date. Once the date is entered, the return-to-work is processed and the leave closes (becoming a historical leave). This information is also presented in the payroll files, as well as in the published reports.

Mobile access. Mobile access to leave information is also available to provide a better user experience and drive productivity, engagement, and insightful information for employees and managers. ADP Mobile supports the ability to:

- Submit a request for leave.
- View most recent leaves and leave details on a dashboard.
- View the next steps and download the required forms.
- Upload documentation required for a specific leave request.

- Report intermittent time on an existing leave.
- Make changes to reported time for a selected leave.
- Request a leave extension.
- Cancel a leave.

Dependent verification services

Employees submit substantiation proof documents to ADP via upload to our secure website or mobile app, fax or mail.

The secure website enables employees to:

- Submit documentation via simple upload.
- View a summary of their current audit and audits closed within 365 days.
- View the list of documents required for their audits.
- See a list of the letters and emails sent to them and download PDF versions of the letters.
- See a record of the documents ADP has received and the processing actions related to these documents.

We also provide a web-based portal for administrative access. Region 4 ESC can see our Dependent Verification Services Dashboard and:

- Search for participants.
- View reports.
- Use the ROI calculator.

Implementation

Our implementation process begins with sharing responsibility for the project. ADP contributes project management expertise, and Region 4 ESC functional and technical experts provide knowledge of your current systems and processes. Effectively blending these resources results in a quality implementation and leads to 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 and our clients are engaged.

Methodology

ADP's implementation methodology consists of these phases:

- *Project startup*. Prepare for the project kick-off meeting.
- *Analysis*. Review and approve documented requirements (ADP and Region 4 ESC).
- *Configuration*. Set up the benefits administration systems and processes to meet Region 4 ESC's defined requirements (all required interfaces and reports are developed according to the scope of services).
- *Conversion*. Load and test Region 4 ESC's current demographic, dependent and election data (detailed data load reports outline any discrepancies requiringresolution before production data is loaded).
- *Validation*. Conduct integration testing and client user acceptance testing.
- *Production*. Begin live processing and 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 Region 4 ESC to define your business rules and benefits plan design, which ensures accurate benefits plan configuration.
- Use Region 4 ESC's data for testing during implementation.
- Allow Region 4 ESC to see the benefits administration system in four to five iterations instead of waiting until all configuration is complete. Testing occurs throughout implementation.
- Support carrier testing with your current data instead of 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 system, including:

- Defining the scope of the services, specific data requirements and configuration needs.
- Adhering to standard processes.
- Providing detailed project management.
- Setting up project parameters, communication specifications and data elements.
- Coordinating testing and data validation.
- Creating documents.
- Tracking issues.
- Leading the transition from implementation to ongoing service.

The **implementation consultant** leads the discovery/analysis effort, prepares documentation, coordinates system testing, creates test plans, oversees ADP and Region 4 ESC testing, maps data import and export interfaces, tests and validates interface mapping, helps reconcile input and output files and configures schedule processes.

The **carrier/vendor consultant** coordinates activities with Region 4 ESC's carriers and COBRA/FSA vendors, tests carrier interfaces and identifies carriers' FTP requirements.

Partner responsibilities

ADP partners with Region 4 ESC 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 Region 4 ESC provide these resources:

The **executive sponsor** oversees the project and facilitates its integration into Region 4 ESC's environment according to your organizational goals. The executive sponsor should be engaged throughout the project — particularly at project kick-off, requirements definition, user acceptance testing, and go-live — and 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 Region 4 ESC **project manager** works with ADP's project manager and provides the information needed to complete business requirements, testing, and other critical aspects of the project. The project manager should be available to ADP approximately 40 to 60 percent of the time during the kick-off, requirements definition, configuration, 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. They understand your current data process flows, operations, requirements definition and business rules and clarify the users' needs. Subject-matter experts should allocate 50 percent of their time during the detailed requirements definition 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 ADP to develop, test and generate the data exchange files between ADP and Region 4 ESC. Technical resources should be available 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 Region 4 ESC's benefits administrators. He or she provides client-facing support, analyzes and interprets Region 4 ESC requests, resolves open issues, and submits service requests to other areas of support as needed.

In addition, Region 4 ESC 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.

Region 4 ESC 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, Region 4 ESC's 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.

Dependent verification services

A **designated benefits representative** supports Region 4 ESC's in-progress verification(s) by managing Region 4 ESC inquires, special requests, appeals, and escalated issues, as well as providing quality assurance for all letters and reports.

Processors review all verification proof submissions sent from Region 4 ESC's employees. They receive specialized training related to reviewing proof documentation. Processors update the dependent verification system with the approval or request for more information, which creates an event history of the verification.

Employee support (service center)

Health and welfare

Employees access the service center by calling a unique toll-free telephone number or initiating a chat session. ADP's service center is staffed Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern time (except on ADP-designated holidays).

ADP leverages a universal representative model. All MyLife Advisors (MLAs) answer calls and respond to chat sessions on a first-contact-received basis. Our service center team includes:

MLAs have direct, daily contact with your employees. They provide professional customer service, including answering questions, processing benefits transactions, recording event details and information in the contact management system, researching issues, escalating issues, and following up with participants.

The **service center operational leaders** support the MLAs. They develop the service center team and ensure ADP meets our clients' service expectations. These associates generate activity reports and provide skills assessment and assignment, policy management, and general personnel oversight. Responsibilities include: maintaining real-time staffing levels, monitoring performance, ensuring participant satisfaction, and providing general support and coaching.

The **workforce management and quality assurance teams** schedule and track MLA 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 MLAs access our knowledge base to answer 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 MLA fails to use the knowledge base is considered an automatic failure in terms of quality.

In addition, our contact tracking management system tracks all inquiries and processing events. The MLA uses reason codes to indicate the nature of the contact, and MLAs can add comments. If an MLA is unable to resolve the inquiry during the initial contact, the service request is escalated for additional processing. Once the issue is resolved, the service center follows the standard response process.

The contact management system supports reporting on aging and volume of open inquiries not resolved during the first contact. These reports are monitored by several levels of service center leadership.

Dependent verification services

If Region 4 ESC's employees or benefits administrators have questions about the dependent verification process, they can contact ADP's service center. MyLife Advisors (MLAs) are available via telephone or chat session to provide information regarding where employees can obtain vital records, court documentation, or tax returns.

During the audit period, MLA support is available Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern time (except on ADP-designated holidays).

Leaves administration

ADP's **MyLife Advisors (MLAs)** are available via telephone and chat session. They leverage specialized training to directly answer leave-related questions from your employees. Inquiry support includes:

- Explaining leave policy guidelines.
- Verifying and communicating employees' leave eligibility.
- Communicating employees' leave status information.
- Communicating employees' eligibility for short-term disability (STD). ADP verbally confirms the employee's eligibility to apply for STD benefits and cross-references with STD carrier to ascertain if the employee has elected the benefit and met the waiting period.
- Discussing a preliminary FMLA and state leave determination at the time an employee calls.
- Referring employees to Region 4 ESC's designated workers' compensation vendor if notice of a work-related illness or injury is received.

ADP's service center is staffed Monday through Friday from 8:00 a.m. to 8:00 p.m. Eastern time, and extended hours are available until 10:00 p.m. Eastern time (except on ADP-designated holidays). Additional support is provided via ADP's arrangement with a third-party vendor to provide Spanish-speaking support.

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 Region 4 ESC vendor as needed. Once an answer has been identified, we relay the information to your administrators.

Our contact management system tracks all inquiries and processing events (telephone calls, emails, and chat sessions). The MyLife Advisor (MLA) indicates the nature of each contact through reason codes (type of inquiry, transaction type, transaction reason). Specific information (what was asked, what was advised/performed, and any necessary follow-up) can also be recorded.

If an MLA cannot resolve the inquiry during the initial contact, the service request is escalated for additional processing. Once the issue is fully resolved, the service center follows the standard response process.

The contact management system supports reporting on aging and volume of open inquiries not resolved during the first contact. These reports are monitored by several levels of service center leadership.

Compliance Solutions

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions - Compliance Solutions

June 19, 2025

Presented By

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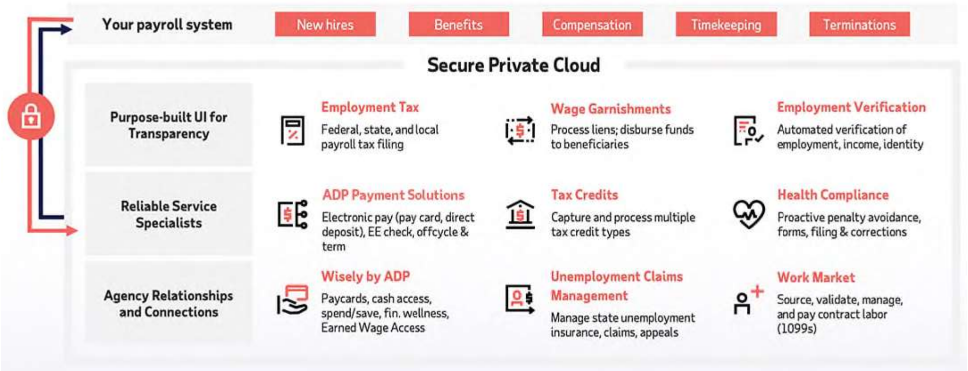
Compliance Solutions Solution Overview

SmartCompliance (CoSo Multi-Product)

ADP SmartCompliance is a cloud-based platform of outsourced services that integrates with many leading payroll, HR and financial systems to help you maintain HCM-related compliance, mitigate risk associated with non-compliance, improve efficiencies and drive operational growth. Its unified capabilities can help handle Region 4 ESC's payroll tax, wage garnishments, payment solutions, tax credits, health compliance, unemployment claims, employment verification, I-9 management services and freelance management needs. Your information is organized in one place to be concise and actionable.



Employment Tax

ADP's employment tax module is a comprehensive, outsourced service that helps your organization process federal, state, and local employment taxes efficiently and accurately. Advanced ADP software processes the results of your organization's submitted payroll processing files to provide payroll tax deposits and filings. Deposits, filings and other related processes are closely monitored by tax specialists can significantly reduce the burden on your organization and help minimize the risk associated with non-compliance.

ADP is the largest depositor of payroll taxes in the country. We file to all federal, state and local tax jurisdictions that involve employee payroll income tax withholding and employment tax contributions.

We provide employment tax to clients that use any ADP payroll service, as well as to those that do not. ADP's solution includes:

- Processing payroll-related taxes for federal, state and local agencies
- Calculating, depositing and reconciling your federal, state, local, Social Security, Medicare, FUTA and state unemployment insurance (SUI) payroll taxes
- Collecting Region 4 ESC's funds as agreed
- Preparing/submitting all returns and reconciliation reports as required by federal, state and local tax agencies — including filing federal Forms W-2 and any state or local Forms W-2 equivalent

- Responding to government tax agency notices regarding filings for which ADP was responsible
- Filing amended returns on Region 4 ESC's behalf, if necessary
- Providing clear, concise quarterly and annual statements of deposits and filings that reflect taxes paid and information reported on Region 4 ESC's behalf
- Ensuring each of Region 4 ESC's federal employer identification numbers are compliant with the electronic federal tax payment system (EFTPS) for your payroll tax liabilities
- Providing ongoing tax research and compliance
- Assuming responsibility for the timeliness and accuracy of deposit/filings (based on data provided)
- Assuming responsibility for ADP-incurred penalties
- Providing an interactive online SmartCompliance platform that offers Region 4 ESC complete visibility for all related payroll tax activity; all payroll tax output information is provided via the online SmartCompliance platform, and results can be exported into various programs such as Crystal Reports, Word, Excel, PDF, RTF and XML

Key features

Determining tax liabilities and deposits. The process begins when Region 4 ESC runs appropriate data extracts against your payroll system to provide tax liability information for transmission to ADP. You can run validation reports to ensure all processed activity has been properly extracted for transmission to ADP. Reporting is configurable to allow employee-level information if desired. Since accurate deposit and filing activity can only occur when ADP systems reflect the exact information that resides in Region 4 ESC's payroll system of record, the extract reporting gives you quick, easy assurance that you have provided complete, accurate information for subsequent processing. This balance-before-you-go capability is unique to ADP.

To allow any necessary review and correction, we ask Region 4 ESC to provide your payroll tax liability information two business days before each payroll check date. ADP evaluates Region 4 ESC's payroll summary data to determine the appropriate tax liability thresholds, deposit amounts and applicable deposit dates. This information is calculated based on published tax regulations for each Region 4 ESC federal, state and local jurisdiction. ADP's funds-control system maintains ledger entries for all incoming and outgoing tax liabilities and deposits. To complement your ERP payroll system reporting, Region 4 ESC can use ADP's dedicated online SmartCompliance platform to monitor liabilities and deposits for each payroll, for quarterly processing and for year-to-date processing.

Validating payroll tax liability data. ADP verifies each periodic payroll transmission by reconciling the detail to header and trailer records. We also validate the transmissions by ensuring the transmitted tax liabilities are valid for the associated tax jurisdictions (such as no Texas state income tax). We also ensure the tax liabilities received match Region 4 ESC's established tax jurisdictions. If we receive tax liabilities for a jurisdiction that is not on file, we contact Region 4 ESC to determine if these liabilities should be applied to a different tax jurisdiction or to have Region 4 ESC authorize ADP to begin depositing and filing to the new tax jurisdiction.

Establishing new tax jurisdictions. ADP establishes new tax jurisdictions for Region 4 ESC online. To the extent allowed, we use an applied-for employer identification number (EIN) to make deposits until Region 4 ESC can provide the applicable EIN. We can also provide Region 4 ESC with EIN application forms and instructions.

As an optional fee-based service, ADP also offers registration services if Region 4 ESC does not want to self-manage the EIN application process. Registration services is an effortless and accurate way to register as a business in new jurisdictions as Region 4 ESC expands or your workforce demographics change.

Re-opening tax jurisdictions. Region 4 ESC notifies tax agencies if a previously closed tax ID needs to be reactivated. Depending on agency requirements, the ID may be re-opened or a new ID may be established.

Closure of a tax jurisdiction. Once notified by Region 4 ESC, ADP marks returns as final to the extent the tax form allows this indication. Otherwise, Region 4 ESC performs the other required tasks. Depending on the circumstances, ADP may also file any Forms W-2 or equivalents, but only when those Forms W-2 are due on the normal agency filing dates in the next calendar year.

Reconciling and managing tax processing. We conduct tax filing and deposit processing, as well as manage tax agency inquiries and amendments (to minimize penalty and interest assessments). Agency inquiries and amendment processing activity is reported on the online SmartCompliance platform for quick, easy visibility and reporting.

Collecting funds to cover tax deposits. ADP collects funds for transmitted federal, state and local taxes via reverse wire debit against accounts designated by Region 4 ESC, or Region 4 ESC wires funds directly into an ADP-specified account. Region 4 ESC can access our online SmartCompliance platform to track the receipt of tax liabilities, funds pending and posted deposits. ADP supports all mandated tax authority deposit methodologies. Funds are transmitted by the methods identified or required by the individual tax authorities.

Remitting tax returns. Region 4 ESC transmits summary and employee-level payroll tax data to ADP each quarter. This data is used to generate quarterly and annual payroll tax returns. Tax returns are submitted electronically via direct transmission/magnetic media or via hard copy (based on applicable filing requirements). ADP submits data electronically when the agencies can accept electronic data, which facilitates accurate agency processing in a timely manner and effectively reduces the opportunity for errors and data security vulnerability.

Region 4 ESC can access a quarterly statement of deposit (SOD) via the online SmartCompliance platform. The statement of deposit reflects all information submitted to each tax agency. It can be easily saved to your local environment for archiving purposes. The annual statement of deposit provides the reconciliation forms submitted to jurisdictions that reconcile withheld taxes to Forms W-2.

Meeting compliance requirements. ADP monitors federal tax compliance requirements in all 50 states, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam and the Commonwealth of the Northern Marianas Islands (CNMI), as well as local taxing agencies. To assist clients with their compliance obligations and meet agency requirements, we make changes to our tax processing system as needed. Our update procedures significantly reduce our clients' burden related to tax deposit and filing requirements.

Master Tax

MasterTax helps you schedule, pay, balance, file and analyze your payroll tax returns right from your desktop. It automates this process, eliminates the burden of tax filing and saves valuable time. Our software is very simple to use and our comprehensive training is provided by tenured experts. Service is key, and the MasterTax service team is outstanding.

Features include:

- Generates EFT and check payments, as well as payment request forms
- Schedules tax payments
- Balances tax payments to quarter-to-date and year-to-date liabilities
- Generates e-signed, agency-approved tax returns and deposit coupons
- Imports history and tax liabilities from payroll
- Interfaces with existing GL and accounts payable (AP) systems
- Contains a refund tracking system for managing expected refunds
- Provides robust reporting and analysis options
- Can run within your environment or through our secure, hosted online environment
- Tracks unlimited history for point-in-time reporting
- Defines security access policies
- Recognizes and creates zero deposits and returns as required by each taxing authority

Major advantages include:

Minimizing compliance risk for employers with multiple payroll jurisdictions. MasterTax technology was created to help Region 4 ESC avoid penalties and interest with timely, accurate tax filing, payments and reporting.

Payroll tax software that puts you ahead. Partner and integrate with many popular payroll systems to reduce workload, minimize compliance risk and give you greater visibility into payroll processes and workflow

Streamlined, simplified and automated payroll processing. Schedule, pay, balance and obtain expert support for filing payroll taxes quickly and easily

Several national payroll providers use MasterTax to process taxes for their clients. Having payroll competitors use an ADP product is a testament to the popularity and reputation of MasterTax as the premier software provider.

Key features

Compliance. MasterTax continually improves tax filing quality and compliance through research and updates to its massive rules database. By incorporating the rules for more than 11,000 jurisdictions (federal, state and local taxes) throughout the U.S., it helps keep Region 4 ESC up-to-date and compliant with new tax laws, rule changes and form updates as they happen.

Schedule. MasterTax schedules your payments on time and helps eliminate the costs associated with late filing, noncompliance and lost interest — using the frequencies and thresholds contained within our rules-driven database. As period-end dates for liabilities approach and thresholds for accelerated payments are reached, MasterTax automatically makes deposits available for payment.

Pay. MasterTax interfaces easily with many existing payroll systems. It manages your payments at no additional cost and without the need for third parties (regardless of the payment method you choose). To ensure successful electronic funds transfer (EFT) credit payments, National Automated Clearinghouse Association (NACHA)-formatted files and debit requests are automatically created during the deposit payment step, while debit requests contain the script and numbers necessary for paying online or by telephone. Check payments can also be made directly from MasterTax with the option to print checks right at your desktop. Payment request forms are automatically printed for submission to accounts payable (AP) and/or treasury departments to save time.

Balance. MasterTax works with your payroll system to generate balanced totals for any date. Region 4 ESC can use the on-demand balancing feature to find problematic differences easily. Quarter-to-date (QTD) and year-to-date (YTD) balance reports are available at the push of a button to show accurate variances between deposits and liabilities. These variances automatically adjust deposits, helping to ensure balanced payments and filings for the quarter.

File. Agency-approved returns and coupons for approximately 11,000 taxing jurisdictions are at your fingertips. Zero coupons and returns are automatically generated when required. MasterTax also creates e-signed paper, magnetic media disks and e-file returns ready for submission to the appropriate tax authorities directly from your desktop. All state unemployment and locals requiring employee wage detail and multiple work site reports print with the accompanying returns or electronic files. When the quarter is complete, MasterTax can generate any necessary amended returns.

Customized reporting. Region 4 ESC can easily generate customized reports and always have instant access to data, including tax returns.

Form W-2 Reporting module. Our add-on Form W-2 Reporting module imports employee information from Region 4 ESC 's payroll system, automatically compares it to the existing data and helps verify there are no variances before reports are generated.

Form W-2 reporting features include:

- Numerous reports to assist with verifying employees' wage detail data and identifying out-of-balance situations
- Helps to easily adjust employee-level data before returns are filed
- Produces paper, e-File and magnetic media employer Forms W-2 for federal, state and local jurisdictions based on each agency's requirements
- Creates annual reconciliations that help balance to the Form W-2 reported data
- Includes employer copies of employee Forms W-2 in company packages and a client-facing quarterly recap of all returns filed and payments made for a company during a given quarter
- Allows users to reprint original copies of annual returns and Forms W-2 (as needed) for agency inquiries or internal audits

Tax Locator module. The tax locator feature helps provide up-to-date local codes and tax rates for new hires and transferred employees. It provides a powerful, easy-to-use platform that provides everything required to locate municipal, school district, county and state codes and tax rates for new hires and transferred employees. When the employee's work and home addresses are entered, the tax locator helps provide the appropriate payroll tax codes and rates.

The tax locator is easy to use and may produce immediate benefits:

- Less time spent researching jurisdictions for employee addresses
- Reduced number of amendments and agency notices
- Reduction in fines from improper withholding
- Appropriate jurisdiction collectors, political subdivision (PSD) codes for Pennsylvania, payee information and MasterTax codes. Resident and work PSD codes can be sent in from the payroll system to allow MasterTax to support monthly PA ACT 32
- Fewer checks reissued due to incorrect tax setup
- Resident and nonresident rates

Wage Garnishment

The ADP SmartCompliance® Wage Garnishments module is an outsourced service to process wage garnishments in the U.S., the District of Columbia and U.S. territories, which can help your organization efficiently manage wage garnishments with care and compassion and helps maintain compliance with applicable laws and regulations.

ADP's comprehensive wage garnishment services consists of six major components:

- Receive garnishment orders:
  - Electronic Income Withhold Orders (e-IWO) from agencies
  - Orders from registered agents through APIs

- Document upload by Region 4 ESC (bulk upload available)
- Document upload by employees

▪ Run pre-qualification process:
- Initiate employment validation with Region 4 ESC
- Obtain employee’s status, email addresses, annual earnings, etc.
- If employee is not or no longer employed, send for letter generation
- If employee is active, send for order processing

▪ Process orders and liens:
- Use OCR technology for physical orders (over 1,200 templates in place)
- Indexing and rules engine technology automatically verify and/or update data elements as required by state, lien type or pay-system
- Analyze unclear orders
- Research factual circumstances of judgments/defaults
- Transmit data for input into Region 4 ESC's payroll system to calculate and prioritize the deduction

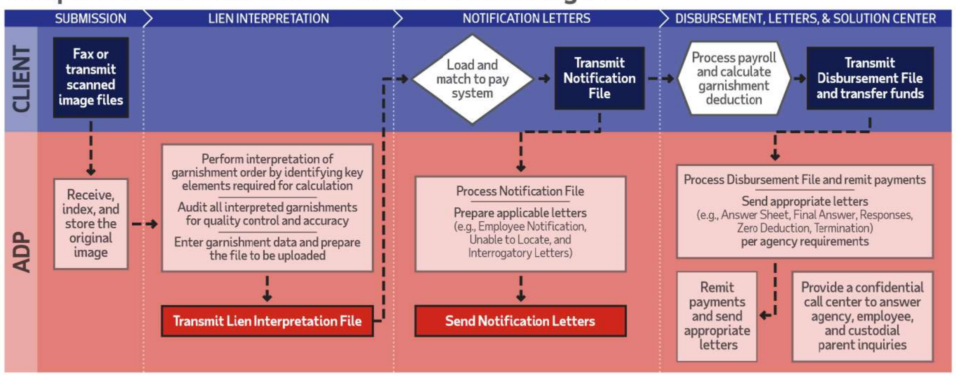
▪ Notify employees:
- Notify employees about new liens, any changes to existing liens or new medical support orders received via electronic or physical communication (employee’s choice)
- Provide call center, self-service and help center services

▪ Disburse:
- Disburse remittance payments/child support to beneficiaries/custodial parents via EFT, direct deposit or check in a timely manner based on requirements
- Handle stop payments, reissues and returned checks/payments
- Generate aged check notifications
- Perform payment/check reconciliation

▪ Notify agencies:
- Send required notifications to agencies, courts and judgment creditors and attorneys
- Send electronic acknowledgements via e-IWO/ physical mail, where necessary
- Agency portal for agency self-service access
- Systemic match-up of payments and letters where required

Region 4 ESC’s payroll system remains the system of record for wage garnishment calculations and deductions, ensuring you keep full visibility and control regarding employee wage data.

Comprehensive Garnishment Services Processing Flow



We process every type of garnishment order and change order, including child support orders, tax levies, student loans, bankruptcy, voluntary wage assignments, medical support orders and creditor garnishments. Our solution also supports processing of “orders to pay.”

Unlike services that simply cut checks, ADP manages garnishment orders and disburses funds to the appropriate payees. Our full-service wage garnishment solution includes money movement so ADP can efficiently and effectively make payments to state agencies, jurisdictions and court-appointed payees on Region 4 ESC’s behalf — eliminating time-consuming tasks and risks associated with late or missing payments. Region 4 ESC remains the system of record for wage garnishments. You keep full visibility and control regarding employee wage data. ADP assumes responsibility for receiving and processing orders, making payments and communicating with employees, state agencies and custodial parents.

Key features

Collecting, reviewing and scanning notices. ADP receives new garnishment notices from Region 4 ESC via integration, client upload, etc. The garnishment is electronically retained for at least the life of the garnishment (but no less than seven years).

ADP receives new garnishment notices from Region 4 ESC via the SmartCompliance portal upload, scanned image file, fax or overnight delivery. This process applies to all orders except those for child support and participating in the electronic income withholding order process (e-IWO) (currently all 50 states, Puerto Rico, Guam and District of Columbia).

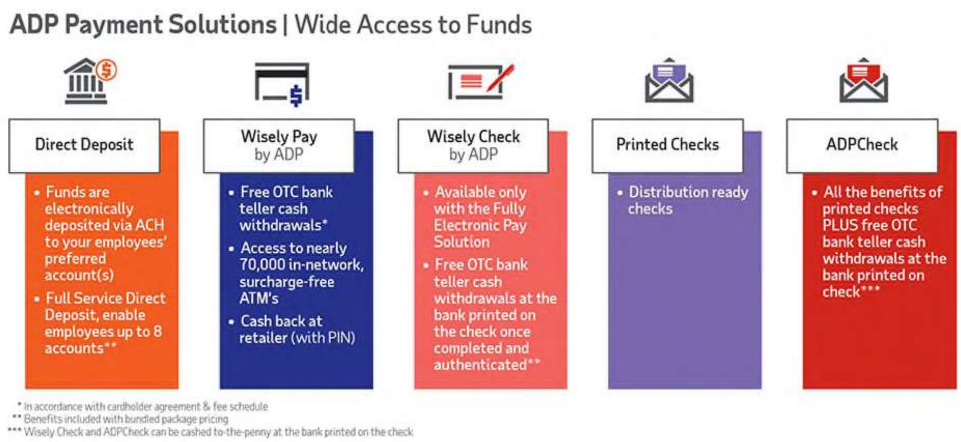
For child support orders in a state participating in e-IWO, ADP collects directly through the Office of Child Support Enforcement (OCSE). ADP interfaces with the OCSE three times a day to collect child support orders on our clients’ behalf.

Preparing notification letters. ADP can generate the agency-required employee and agency response notifications. ADP extracts the data required to generate an employee notification letter through a series of data exchanges with your payroll system. After a new garnishment order is received and set up, the letter is generated and mailed to the employee's home. It indicates the type of garnishment (such as support or student loan), payee amount/percentage, goal amount, case ID and approximate time frame for deductions to begin. The employee also receives a copy of the order being processed. If the order is a tax levy, ADP also includes the Form 668W.

Payment Solutions

ADP Payment Solutions offers paper-based and electronic solutions designed to help employers be compliant in all 50 states. Our solution includes:

- *Outsourced service*. Advanced computer systems automate processes, and skilled associates provide assistance.
- *Tight integration*. A single payroll file for all ways to pay provides transparent integration to Region 4 ESC's payroll system.
- *Direct deposit*. Payroll is electronically transferred via ACH to employee's personal account(s).
- *Wisely pay card*. Payroll is electronically transferred via ACH to the reloadable prepaid payroll card.
- *Self-issued check*. For employers seeking a fully electronic method, payroll is electronically transferred via ACH to the Wisely Check. Employees can authenticate and write a check to themselves every payday.
- *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.



Key features

Full Service Direct Deposit

Full-Service Direct Deposit electronically transfers payroll via ACH to your employee's personal account(s). Features include:

- Full-Service Direct Deposit spans multiple types of payroll, such as regular, overtime, bonus, or off-cycle.
- One debit per net pay file is made against your organization's account(s) typically two days prior to the pay date.
- Direct deposit funds are credited to the employee's account(s) on the pay date.
- Deposits can, at the employee's request/direction, be split among multiple employee accounts– for a single fee for up to 8 deposit transactions.
- A secure, on-demand website is available to authorized administrators within your organization, who can reverse or delete direct deposits.

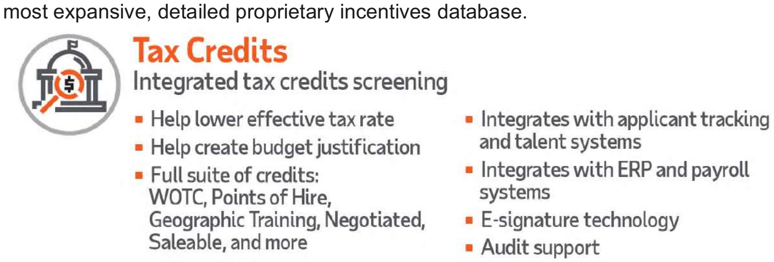
Tax Credits

ADP manages the entire tax credit and incentive application process. All credit and incentive opportunities are identified, maximized and secured:

- Federal and state incentive programs.
- Changing regulations and laws.
- Audits of previous work.
- Audit-ready work papers and audit support.
- Secure data.

ADP also offers:

- Program compliance of 100 percent and increased certification rates.
- Maximum credits for Work Opportunity Tax Credit (WOTC), Empowerment Zone Credits and many more.
- The largest team of experienced CPAs, attorneys, tax experts and incentive specialists in the industry.
- The most expansive, detailed proprietary incentives database.



Key features

Employment-based tax credits. ADP maximizes federal and state employment-based credits, such as the WOTC, Federal Empowerment Zones, and various state point-of-hire and job creation credits. Our process handles everything — screening, compliance, audit support, credit calculation and some tax form preparation.

Investment and other tax credits. ADP's tax professionals understand federal, state and local opportunities, including green credits, investments credits, contribution tax credits and training credits. Our professionals streamline the identification and assessment process of applicable credits, as well as collect the necessary data, analyze the data and prepare a return-ready tax credit package.

Research & Development tax credits. ADP provides a thorough Research & Development (R&D) study and assembles the supporting documentation needed to capture the R&D credits Region 4 ESC may be eligible to claim.

Our team of experts guide Region 4 ESC by identifying qualifying activities (developing new products, research activities, developing internal software solutions, etc.) and expenses (wages, supplies and contract research).

Region 4 ESC has access to experienced ADP professionals who assist with an analysis and documentation of the qualified research activities and the associated expenses required to compute Region 4 ESC's eligible state and federal R&D credits.

Training assistance. ADP's training incentive program ensures our clients receive optimal grant funds needed to train and upgrade their workforce and simultaneously qualify for employment and training tax credits at the federal and state level.

Economic development services. If Region 4 ESC is expanding, relocating or consolidating facilities and/or head count, there may be an opportunity to secure negotiable tax credits and other financial incentives. ADP's professionals can identify and size the level of benefits available, handle the negotiations, prepare applications and administer the reporting requirements over the term of the benefits.

National tax benefits exchange. ADP partners with clients throughout the buying and selling of unused tax credits — analyzing Region 4 ESC's situation, finding inventory, processing and filing all necessary applications and coordinating the closing of the deal. By purchasing credits, you can lower your taxes in a situation where you might not otherwise qualify for credits. Examples of transferable credits include film credits, historic rehabilitation credits, brownfield development, research and development and the transfer of NOLs in certain states. This component of our solution could benefit Region 4 ESC in states where Region 4 ESC might not qualify for credits but still has liabilities that need to be offset.

State and local incentives. State and local governments offer incentive programs to encourage businesses. Employers are often incented to locate/relocate, maintain/expand operations, increase or maintain workforce, train new and current employees, revitalize economically distressed areas and move people from public assistance into employment situations. Each state (and many municipalities) has different incentive programs to attract the types of businesses desired. These incentives include job creation, investment, point-of-hire and targeted economic development.

Economic incentive services. ADP negotiates the optimum package of tax credits and economic incentives for your expansion, relocation, consolidation and/or retention projects based on competing-location scenarios and expert knowledge of incentive programs, processes and people. More than $60 billion in funds is awarded annually due to our negotiated economic development services, including employee tax credits and wage subsidies, case grants, employee training grants, property tax and sales and use tax abatements, utility rate reductions, subsidized land, infrastructure grants, enterprise zones/foreign trade zones, low-cost and/or tax-exempt financing, and tax increment financing/inventory tax reduction. These services may be applicable if Region 4 ESC is opening a new location and/or consolidating locations.

ADP maximizes our clients' federal point-of-hire credits by applying the five core principles of a successful tax credit program:

- *Screening compliance*. We offer different screening methods to ensure each client's culture and hiring practices are fully considered regarding hiring-based credits.
- *Eligibility*. We determine eligibility in all our methods to effectively remove any burden and guesswork for the client.
- *Form compliance*. We offer electronic signature through our web-in and mobile screening options. For clients who do not use eSignature, we track and monitor all outstanding forms to minimize the expiration rate, which results in a higher earned credit.
- *Certification*. ADP's commitment to quality control requires all paperwork pass a multipoint review before submittal to the state certifying agency. In addition to our loss prevention department, this review ensures all possible certifications are captured.
- *Reporting*. Standard reports are available at the corporate, region, district and location level. Reports can be viewed and retrieved online. ADP works with clients to develop any customized reports as needed.

By focusing on these key metrics and providing improvements in some or all of them, we can drive to the highest credit results.

ADP's tax credit offering is distinguished by several advantages:

People

Staff dedicated to tax credit services. Appropriate staffing is key to a successful tax credit vendor program. Sales, implementation, account management and service delivery work closely with our clients to ensure we understand their needs and consistently exceed them. Our tax and IT experts provide the technical expertise and infrastructure necessary to identify and capture all opportunities and scale to clients of all sizes.

Largest team of professionals (attorneys, CPAs and tax experts). ADP offers the professional and compliance expertise to maximize the potential credits available to Region 4 ESC. Our staff continually researches any developments that arise in the tax credit space.

Longest total staff tenure in the industry. Our associates enjoy working at ADP and are happy to help our clients. Long-standing tenure also translates into valuable experience to help our clients.

Government relations team. ADP uses Robotics Process Automation (RPA) for electronic submission of WOTC forms to all but two state and territory WOTC offices. This electronic process allows WOTC records to be quickly reviewed and worked by state WOTC coordinators, ensure data integrity and record validation and sweeps for certification determinations completed by state workforce agencies (SWAs). Our government relations team closely monitors pending records and works with each state to decrease the backlog monthly. ADP works continually with SWAs, including offering on-site assistance.

Processes

Multiple screening options. ADP is proud to offer multiple methods of employment tax credit eligibility screening for our clients.

Exhaustive incentive review. In addition to maximizing federal and state employment-related tax credit incentives, ADP's tax associates act as an extension of our clients' tax departments. Once engaged, our team develops an in-depth profile of each client location to identify every possible tax credit.

Experienced national provider. ADP has been partnering with our clients to bring them successful tax credit programs for more than 50 years.

Best-in-class organization structure. Each team focuses on their function, such as form compliance follow-up, state compliance and loss prevention.

Technology

Partnership with Oracle. ADP is an Oracle Platinum Partner supporting hundreds of joint clients for 15 years across 140 countries. ADP's WOTC offering provides a direct integration to Oracle Cloud Payroll and Oracle Cloud Recruiting - reducing the cost and time of a custom integration. This end-to-end integration through ADP SmartConnect, helps alleviate tedious credit tracking, maximize screening compliance and fits easily with Region 4 ESC's applicant tracking and hiring processes.

Most robust, complete, integrated web-based system in the industry. ADP's online and mobile screening processes use a proprietary mapping system for geographic credits and stepped logic to screen more employees. The system integrates into electronic hiring processes used by our clients. ADP maintains alliance partnerships with several applicant tracking systems. We invest millions of dollars to identify opportunities wherever data can be leveraged.

Tax credit and incentive database. We have built (and maintain) a proprietary state incentives database that helps our tax associates identify every possible incentive for which clients qualify. This database contains more than 3,000 unique entries. ADP tracks them all with the goal of compiling the most complete list of relevant opportunities. Dedicated researchers scour the state legislatures to ensure we track enacted legislation, as well as pending legislation as it evolves.

Unlike the commercially available tax research services, our database is organized with standardized fields and includes all correspondence and practical experience about each opportunity. Our database can also be filtered on a variety of eligibility criteria. In addition, we address all various tax-related and nontax-related opportunities tied to job creation, capital investment and other encouraged activities in one source file.

Mapping software. Because so many tax credits are geographically based (possibly down to exact street addresses), ADP has invested millions of dollars in mapping software.

Incentives Manager. All credits and incentives are tracked on our Incentives Manager dashboard available through the ADP SmartCompliance portal. The dashboard provides easy insight into credits forecasted, generated and used each year. It includes a secure portal for data exchange for credit calculation and delivery and highlights credit opportunities Region 4 ESC may not yet be receiving. The Incentives Manager dashboard promotes program visibility and confidence, helps reduce effort, supports compliance and expands your opportunities.

Dedicated geographic information specialists (GISs). Our location analysis software is another tool that distinguishes ADP in the marketplace. We are the only tax consultant that employs full-time GIS analysts who monitor and track (in real time) any changes to the federal and state zone boundaries.

Fully redundant systems and contingency operating plan. ADP ensures the system will be up and running whenever you need it.

Largest annual technology budget. ADP has a multimillion annual technology budget to build the tools needed to enhance your tax credit program.

Leading provider of tax credits in the U.S. With more than 42 million applicants screened annually for tax credit program eligibility, ADP processes nearly 30 percent of the annual WOTC certifications issued in the U.S.

Unemployment Claims (Equifax and Experian Employer Services)

Through two alliances, ADP has relationships dedicated to supporting unemployment claims through dedicated unemployment groups with both Equifax Workforce Solutions and Experian Employer Services.

Since 2001, ADP and Equifax Workforce Solutions have worked together to establish service standards for ADP's UC clients. In 2007, ADP expanded our alliance with Equifax Workforce Solutions to provide our clients with employment and income verifications through The Work Number®, a division of Equifax Workforce Solutions. The solution leverages a state-of-the-art processing system and a dedicated team of professionals to provide our clients with the highest level of service and the best results in the unemployment claims industry. Our offering combines the stability, fiscal strength, resources and technology of ADP and Equifax Workforce Solutions to offer the top unemployment insurance cost-control solution available in the industry.

Since 2014, ADP and Experian Employer Services have worked together to establish service standards for ADP's UC clients. Experian Employer Services leverages a state-of-the-art processing system and a dedicated team of professionals to provide clients with the highest level of client service and the best results in the unemployment claims industry. Our offering combines the stability, fiscal strength, resources and technology of ADP and Experian to offer the top unemployment insurance cost-control solution available in the industry.

ADP is a leading provider of unemployment cost-control services. More than 338,000 businesses, nonprofit agencies and government entities (both large and small) trust ADP to control and reduce their unemployment costs. Through our various UC services, we manage more than 650,000 unemployment claims annually, and we can help you control rising claim costs and ensure compliance with ever-changing regulations nationwide.

State unemployment insurance (SUI) operates in a claimant-oriented environment. Unique laws regulations, and procedures in different states and jurisdictions increase the complexity of administration. However, unemployment insurance (UI) costs are a controllable business expense. ADP's associates scrutinize the unemployment statutory environment in every jurisdiction to identify savings opportunities.

ADP's core UC service features include:

- *H.R. best practices consulting and training*. Educate your managers and HR staff.
- *Claims and appeals processing administration*. Appeal and win more claim determinations.
- *Hearing consultation and representation*. Win more unemployment hearings.
- *Benefit charge review*. Only pay for valid claim charges.
- *Respond to most benefit wage audits*. Help state SUI agencies fight UI benefit fraud.
- *Tax rate and voluntary contribution analysis and review*. Avoid costly state errors.
- *Management reports*. Track results and demonstrate success.
- *Compliance*. Keep your company in compliance with federal and state UI Integrity regulations.

Payroll and employee separation information are key components to the SUI cost-control process. Payroll and separation data easily provide necessary employee information to ADP's UC claim representatives. Payroll detail is sometimes needed to respond to an SUI claim — and is required to verify the accuracy of SUI benefit charges.

Key features

Best Practices consultation and training

ADP's client training methodologies have been planned to prepare our clients to successfully leverage ADP's UC solution. ADP continuously enhances our training methodologies to incorporate participant feedback, results of successful implementations and new features.

Because ADP is assuming the management of unemployment compensation, our client training focuses on support for our clients' management staff. We teach managers how to correctly process a separation, and we provide consultative training regarding each specific claim.

Several training options support ongoing training for our clients' management staff, including:

Consultation. Your dedicated UC claim representative provides pre-separation counseling and consultation with the separating manager, which provides your managers with the information to assess the probability of a disqualification if a given separation occurs immediately.

UI workshops. ADP conducts "Unemployment Insurance Basics" training workshops. These sessions educate attendees on the basic workings of SUI law and procedures and SUI cost-savings management techniques. Your account relationship manager meets with Region 4 ESC to establish training needs and facilitate the entire process. These seminars are free of charge and can be delivered via conference call or webinar by your account relationship manager. Optional on-site training workshops can be conducted for a nominal fee and reasonable travel/expense costs.

Customized training. The "Unemployment Insurance Basics" workshop can be customized to incorporate Region 4 ESC's policies and the state-specific laws necessary to successfully challenge and win SUI claims. Your managers are trained on the cost-savings management techniques which, when properly applied to claims processing, prevent a higher percentage of invalid claims from being charged to your SUI tax rate calculation. The benefit from this training is seen in the tax savings resulting from proper handling of separations and the resulting claims.

Publications. ADP publishes a quarterly SUI informational newsletter, as well as periodic tax updates, to keep our clients informed about the latest unemployment issues and cost-control techniques.

ADP's client training methodologies have been planned to prepare our clients to successfully leverage their ADP solutions. As needed, Region 4 ESC's training curriculum is customized based on your unique unemployment needs.

Claims administration and appeals

Processing claims. ADP completes and files all UC, appeals, protests and related correspondence with state agencies. These efforts help relieve compliance burdens, as well as significant clerical expenses.

States are under a federal mandate to pay unemployment benefits quickly. Most states require employers complete and return claim forms within 7 to 10 days. To expedite the claim response process, ADP changes the address of record whenever possible so claims, appeals and charges are sent directly to us.

Unemployment claim documents are computer-imaged for easy desktop retrieval by our UC associates. Data is uploaded via optical character recognition (OCR) technology to ensure accuracy. If you choose, the UC system can be configured to notify you automatically when claims are filed or of the need for additional information.

ADP has electronic data interchange (EDI) solutions to electronically exchange UI data with state agencies. We are working with all states using UI State Information Data Exchange System (UI SIDES), a web-based data exchange system between state UI agencies, employers and third-party administrators to manage all claims quickly and efficiently. ADP is live on three exchanges, Separation Information (SI), Monetary & Potential Charging (MPC) and Determinations & Decisions (DD) exchanges with the State Information Data Exchange System (UI SIDES). Our development roadmap includes integration with all available SIDES exchanges.

Claims protesting. Expert claims administration provides the most opportunities for savings. ADP's highly skilled professionals investigate and analyze unwarranted claims and respond to state inquiries for separation information. Our efforts prevent unwarranted claims from becoming unwarranted benefit charges.

Region 4 ESC always controls claims-protest activities. We seek your decision regarding a protest on a claim-by-claim basis. If you desire a protest, your claim representative reviews the separation events to discern the issues that impact eligibility. ADP crafts a claim response that reflects the facts in language state claims examiners understand.

Appeals. Adverse claim determinations are appealed as appropriate — generating a decision reversal or an administrative hearing. Your claim representative assesses the strength of the case each time a claimant appeal or an unfavorable decision is received. You determine what action ADP takes on your behalf.

Hearing consultation and administration

Preparation and consultation. A hearing consultant notifies you of the hearing date, coordinates and interviews witnesses, and prepares all documentation and exhibits necessary to form a defense on your position. He or she also prepares witnesses before the hearing. Our goal is to review the testimony and procedures so witnesses understand their role and what will occur during the hearing.

Hearing representation. ADP can represent your witness(es) at all unemployment appeal hearings. We assign a hearing consultant who provides expert preparation of Region 4 ESC's witness(es) before their appearance at the hearing. During the hearing, our hearing consultant participates to the extent of UI laws.

During the hearing, the ADP hearing consultant questions your witnesses to elicit their testimony and ensures the appropriate questions are asked of the hearing participants. They direct your case by presenting information and documents, examining witnesses, cross-examining the claimant and making closing arguments. The representative also handles any issues that may arise during the hearing — including objections, requests for postponements and adjournments.

Board appeals. If there is an unfavorable decision at the hearing level, ADP reviews that decision with you. If you decide to appeal further, we prepare a written argument to the next level of appeal.

Benefit charge audit

Benefit charge audits. According to the U.S. Department of Labor Benefit Accuracy Measurement (DOL BAM), each year, on average, between 14 and 18 percent of unemployment benefits were erroneously charged to employer tax accounts. This erroneous charging represents real dollars clients pay in additional unemployment taxes.

An unemployment claim may not be issued for more than 18 months after an employee leaves your company The benefit charges for those claims may be arriving for more than two years, or longer after an employee separates. From the point ADP begins providing UC services to Region 4 ESC, our system retains complete, historical claim files. Monetary entitlements and records of disposition for individual claims are retained to ensure sufficient information is available to scrutinize all charges received.

Charges are processed through a series of validations (exception filters) to review and compare the data to claims and decisions on file — ensuring improper charges are not used to calculate your SUI tax rate. Any erroneous charges are automatically protested and monitored until the appropriate adjustment is received from the state agency.

Benefit wage audits

As part of benefit fraud-control programs, states routinely request detailed wage information from employers. ADP’s wage retrieval system can access your stored wage data whenever detailed wage history is required, which assists with compliance with most requests. ADP also acts as a buffer between our clients and the states to minimize disruptive telephone calls. ADP is one of the few providers that offer this service without an additional fee. ADP does not require Region 4 ESC to use ADP Employment Verification services to receive this benefit.

SUI tax rate administration

Analyzing tax rates. The key to controlling tax rates is controlling the amount of benefits charged to the SUI accounts. States use several formulas to calculate SUI tax rates, including previous employee counts and turnover, previous SUI taxes paid and previous unemployment benefits charged. Since these variables can mask many mistakes in the calculation process, it is important to review each SUI tax rate calculation each year.

ADP thoroughly analyzes your assigned SUI tax rates each year to ensure each state uses the correct account factors to calculate your SUI tax rate. Any discrepancies are protested and monitored until the appropriate adjustment is received.

Analyzing for voluntary contribution. Currently 26 states provide the voluntary contribution tax option employers can exercise to reduce their SUI tax rate by voluntarily contributing funds into an SUI account. We evaluate voluntary contribution opportunities where the option is available, and we determine the amount needed to qualify for a reduced rate. ADP will provide analysis to lower Region 4 ESC's rate by three positions and provide a recommendation to make the voluntary contribution when it is profitable to your company. ADP will recalculate the voluntary contribution if you alert us to an upcoming substantial change to your business that might impact your SUI account.

Tax-rate review and voluntary contributions analysis are included in our core unemployment claims services at no additional cost.

Reporting

We provide management reports to assist Region 4 ESC with analyzing the sources of unemployment activity and to establish accountability for the resulting unemployment costs. Reports support multiple summary levels (corporate, regional, district and division). Customized separation codes can also be accommodated.

ADP's UC management reporting tool is accessed through our website. It is made available to designated employees for instant, secure access to the unemployment information you need when you need it. In addition to standard reports, we also provide compliance reports to ensure the service is working at full capacity. All reports are available via the web and can be exported to Excel or other desktop applications.

ADP's reporting provides Region 4 ESC the trends and data necessary for you to make business decisions to drive down SUI rates and decrease your unemployment taxes. Your ADP account manager also uses this data to determine the most appropriate training and strategy to lead to lower unemployment rates.

Your dedicated client account manager also uses this data to provide best practices for improving the program results.

Optional services

ADP can also assist our clients with complex unemployment tax work, including these optional services:

Unemployment tax planning for mergers and acquisitions. Organizations are taking advantage of all available options to improve profitability. Mergers, acquisitions and reorganizations have been effective ways to implement beneficial tax planning strategies. We can focus on reducing unemployment costs by taking advantage of state provisions that govern changes in a tax structure.

Employment tax research and recovery for experience transfers. Organizations that have experienced mergers, acquisitions or reorganizations over the past three to five years may be entitled to refunds, credits or unemployment tax rate revisions from federal or state governmental agencies. We review the manner in which a legal entity has historically reported employees for state unemployment insurance (SUI), Federal Unemployment Tax Act (FUTA) and Federal Insurance Contributions Act (FICA) purposes. We also analyze past tax filings and rate assignments for potential recovery.

Tax registrations for unemployment, withholding, and sales/use tax. We can complete other tax registrations if needed, including state and local withholding, state and local sales/use, business license and account closures.

Employment tax consulting for joint/common ratings. For joint and common rating, we analyze all possible tax rate combinations based on legal entity structure and review tax election, duration, termination process and projected tax savings. We can also assist with special rating strategies:

- *Negative write-offs*. If your account balance goes deeply negative, New York law provides a mandatory write-off of a portion of the negative account balance to the state's general fund. The employer is assigned the maximum rate for three years and must repay the write-off before the maximum rate is removed. This arrangement is typically profitable.
- *Payroll variation elections*. Arkansas allows a special rate computation if it is elected by July 31 in the year before the new rate year. Our analysis shows if the option is profitable.

These optional tax services are available directly from our UC service partner for an additional fee. This arrangement allows Region 4 ESC to pay for these services under a separate agreement if they are required.

eI-9

ADP SmartCompliance I-9 management addresses Region 4 ESC's Form I-9 and E-Verify verification and tracking obligations.

Employers can streamline I-9 and E-Verify requirements by:

- Leveraging business intelligence to automatically determine I-9 or I-9 plus E- Verify workflows, rather than figuring it out on your own
- Using data in Region 4 ESC's existing HRIS system to confirm and pre-populate new-hire forms
- Freeing your HR team to focus on other hiring and ongoing HR responsibilities while outsourcing document collection and verification, in-person and online processes to trained specialists
- Tracking new hire participation and engagement with visibility into the progress of the I-9 process (scheduled, upcoming, due, past due, etc.)
- Integrating E-Verify process, automatically triggered and embedded, providing a one-stop shop for timely and compliant onboarding

- Converting previously collected forms and data for I-9 purposes into electronic formats and assess for potential updates, gaps or review

New hires and employees have a streamlined and flexible onboarding first experience by:

- Kick off the process from an intuitive notification and secure link for personal data input, imports and updates
- Easy document collection and review experience as options are based on the employee's preference:
  - Remote screening and flexible in-person verification options: remote, mobile, in-office or on-demand by new hires
  - Over 1,600 remote locations to choose from with an onboarding specialist

Employment Verification

ADP's employment verification module, powered by The Work Number, provides a completely automated system for handling employment and income verifications online. Highlights of our solution include:

- Secure, automated and efficient employment and income verifications for third party verifiers
  - Data and accessibility
    - Automated services available 24x7
    - Data taken directly from payroll records to help ensure information accuracy
    - Help relieve employers of many administrative burdens and costs
    - Expediated, automated and simplified implementation
- Access and security
  - Secure release of employee information only to credentialed verifiers

ADP clients can outsource the employment and income verification process through ADP's Employment Verification program. Employees gain a 24x7 instant employment and income verification service. Lenders, pre-employment screeners, social service agencies and other verifiers may obtain verifications securely via the internet to help loans (and other applications) close faster for employees.

In addition, outsourcing to ADP may help reduce corporate liability and costs while helping Region 4 ESC provide a secure, beneficial service to employees and reallocate staff to other tasks.

Each service component allows you to outsource some facet of the employment verification process and tailor the offering to meet your individual needs.

Obtaining employment and income verification information through ADP's services includes:

- The employer's employment and income data is updated on a regular interval.
- The employer authorizes employment verifications.
- The employee authorizes income verifications via a written or electronic signature. The employee provides his or her Social Security Number and consumer consent.
- The verifier obtains the verification securely.

Key features

Commercial verifications

Employment verifications. It is not necessary for the employee to provide authorization for a verifier to obtain employment verification. Region 4 ESC provides the authorization necessary for the verifier to obtain this information by subscribing to ADP's Employment Verification Service. Verifiers can obtain the verification via the web by providing the employer code (if applicable) and the employee’s Social Security Number.

Income verifications. The employee must authorize an employment and income verification. In most cases, the employee provides consent at the point of application for a service when the application for credit/benefit or similar agreement is signed. There are infrequent situations where an authorization via an electronic signature (also referred to as a salary key) is required by the employer or verifier to access the employee’s employment and income information. An employee can have up to three salary keys active at one time. When a salary key is used, a new one can be created.

Verifiers obtain the salary key from the individual whose income information they are trying to verify. A salary key provides one-time access to the individual's income information. If a verifier needs to access an individual’s income information at a later date, a new salary key is required.

Social service/government verifications

Social services verifications. Various social service agencies manage economic self-sufficiency programs that administer federal, state or local public assistance funds to low-income families and individuals. Eligibility for these programs is determined by an applicant’s monthly income. Caseworkers must verify the applicant’s employment and income before providing assistance. Our social services verification helps agency workers determine program eligibility, track program benefits, support quality control and investigate potential fraud.

Qualified social service agencies include government agencies that grant low-income benefits, government agencies that fulfill a legal obligation and possess subpoena power, and nonprofit organizations with a government contract if administering a low-income program. A private company with a government contract may also qualify as a social services agency if administering a low-income program.

Immigration verifications. Non-citizen employees are an increasingly important part of America’s workforce. These employees and those traveling internationally periodically need to provide the U.S. Citizenship and Immigration Services (USCIS) or government embassies with proof of employment and income information. This service allows the employee to obtain an immigration verification themselves via a web application. The document is only valid for use by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services and Foreign Government Agencies and Embassies. Some immigration forms, such as I-817, I-821 and N-470, may require an affidavit from the employer.

Workers' compensation verifications. Workers' compensation verifications are for insurance companies and third-party administrators that provide workers' compensation coverage for employers subscribing to ADP's program. The income information is used to determine the payment amount for the employee.

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 Health Compliance includes technology and service that enables employers to manage the complexity of federal and state compliance, including ACA and state employer reporting requirements. ADP's intelligent technology and deep ACA expertise provide employers with proven proactive penalty avoidance, automated monthly compliance calculations and a simplified and streamlined federal and state reporting experience.

ADP Health Compliance goes beyond ACA and state employer reporting requirements with offerings such as:

- ACA full-time eligibility status measurements, calculations and results.
- Minimum essential coverage (MEC) threshold indicators by FEIN, by month, by employee (offer coverage to 95 percent or above of FTEs).
- Calculation of affordability safe harbors (Form W-2 Box 1 wages, rate of pay federal poverty level and ICHRA-based codes).
- New hires Notices of Coverage options as required to be sent within first 14 days of hire (defined by the Department of Labor (DOL)).
- Research and response preparation to exchange/marketplace notices.
- Research and preparation of responses and potential corrections to dispute or reduce ACA IRS penalty notices (and state employer reporting penalties when distributed).
- New state reporting requirements, including distribution of forms to employees and electronic transmission as defined by applicable states (California, New Jersey, Rhode Island and Washington, D.C.).
- As an optional service, ADP Health Compliance offers automated Social Security Number (SSN) solicitation and tracking including integrated communications to notify and request data updates for employee and dependent data in response to returned IRS name/SSN mismatch errors.
- ADP's Health Compliance ACA compliance analytics offering provides Region 4 ESC immediate assessment and understanding of ACA IRS potential penalty exposure. ADP's solution helps accelerate Region 4 ESC's understanding of where they may be exposed to potential penalties (regardless of filing vendor) based on prior filings already sent to the IRS.

- ADP's Health Compliance forms furnishing and filing offering provides ACA IRS Forms 1094-C/1095-C and state agency forms furnishing and filing.

Key features

Holistic Compliance. Knowing what the baseline requirements are to meet ACA IRS and state employer requirements is the first step. Truly understanding where and how your organization performs with business practices, data capture and benefits practices becomes clear and apparent when you leverage a comprehensive ACA and health compliance solution.

The solution uses your data to automatically deliver three distinct monthly calculations and ensure visibility into your ACA compliance tracking and monitoring. ADP Health Compliance is more than creating forms; it is tracking data and expected results for conditions such as:

- ACA full-time measurements
- Rehire logic
- Affordability measurements (safe harbors)
- Minimum Essential Coverage (MEC) threshold measured and assessed monthly, per FEIN
- Leaves of absence calculations resulting in a streamlined year-end due to visibility, automation and familiarity with your results

Proven exchange, penalty and regulatory management provides research to combat notices received (exchange, ACA IRS penalty or state employer reporting penalty notices). Included in ADP Health Compliance is a holistic approach to assist organizations with Employer Shared Responsibility (ESR) and potential ESR payment assessments that potentially could cost employers millions. For example, ADP provides Health Care Reform users the following as part of their penalty management service:

- Research employees and offers of coverage in question on IRS Letter 226J (penalty) based on your data
- Suggest alternative codes, as appropriate, based on your data for your response to the IRS
- Produce suggested templates, proof and return packages in response to ACA IRS penalty notices

Proven government and agency regulatory monitoring and tracking keeps your organization ahead of the game by understanding not only what requirements are changing, but what trends are on the horizon.

Intelligent Technology. Automation removes the risk of error from manual processes, as well as allows ADP Health Compliance a near real-time view of business practices and their results through an ACA lens. Automation enables an effortless client experience by allowing clients to dictate what items do not require further review, what items conform with an expected result, and highlight truly what requires additional research. ADP Health Compliance streamlines your ACA required tasks by:

- Automated data integrity management proactively serves up data conditions and missing data that could cause compliance exposure. Data problems drive inaccuracies in employer’s calculations, ACA forms, IRS transmissions, ultimately, may result in steep IRS penalties.

- ADP Health Compliance aggregates more than 170 data points into ACA eligibility and affordability calculations to identify your ACA full-time employees and automatically populate your ACA forms. Your data and decision points are all visible in ADP Health Compliance.
- Established, automated and recurring integration from any payroll, HR or benefits system not only addresses integration at the point of implementation, but also provides a "set it and forget it" comfort knowing that ADP's data and client integration teams are continually watching, maintaining and streamlining your data feeds so that your results are as near real-time as possible throughout the year.
- Regardless of an employer's system of record, ADP Health Compliance can import data to generate Forms 1094-C/1095-C with tools to proactively identify data conditions and potential impacts downstream.

Actionable Visibility. Unlike other vendors, ADP Health Compliance provides visibility into your ACA status throughout the year, by month, by employee or by FEIN. We do not wait to the end of the year to populate Forms 1049-C/1095-C. We coach you throughout the year regarding your data, your calculation results and where you stand regarding your ACA status.

No-surprise pricing includes all of ADP Health Compliance's product and services for all of your ACA needs, including no additional costs for print, mail or Notice of Coverage, no limitations on account manager contact or support and automatic inclusion of federal and state employer reporting in ACA service definition (bulk reporting for California, New Jersey, Rhode Island and Washington, D.C.).

ADP Health Compliance's per-employee, per-month (PEPM) fee includes:

- Notice of Coverage
- Monthly ACA eligibility calculations
- Monthly affordability calculations
- ACA IRS forms generation
- ACA IRS reporting
- State employer reporting
- Exchange management
- Penalty management

All pricing options established as PEPM by ADP are inclusive of all print, mailing, transmission, reprint and retransmission, as well as Exchange and Penalty Notice management activities (not priced separately). Per employee headcount is based on monthly active and LOA employees. For employees that terminate employment during the calendar year, ADP will only charge PEPM for the months of employment and included in ACA IRS reporting cycles. Simplified and accurate year-end print and transmission for ACA IRS and state employer reporting requirements, including one approval process to serve IRS, New Jersey, Washington. D.C., California and Rhode Island requirements.

Actionable visibility is available for populated Forms 1094-C/1095-C to manage monthly work and a streamlined year-end experience by minimizing data discrepancies and potential penalties at the right point in time. Unlimited support and expertise from an assigned ACA expert (or account manager) provides the knowledge necessary to drive ACA compliance. From implementation through penalty notices, to federal and state requirements, ADP provides proactive, ongoing knowledgeable support to employers.

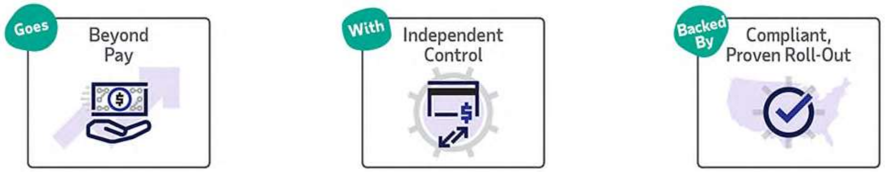
With ADP Health Compliance, employers can take a positive and proactive approach rather than planning for ACA IRS and state employer penalties, research efforts and required responses.

While it is usually preferred to partner with additional ADP solutions for a seamless experience, ADP Health Compliance is system- and platform-agnostic, which allows employers to enjoy a continued level of service, ACA IRS reporting completion and preparedness against any future IRS penalty notices regardless of their chosen set of solutions and platforms in use.

Wisely by ADP

Wisely® by ADP offers the latest advancement in the future of pay – powering your response to evolving employee demographics, their pay expectations and employment arrangements. With the ability to easily transfer payroll funds to activated cards, Region 4 ESC can move closer to full adoption of electronic pay.

Our solution is easy to deploy in your organization while offering efficient administration by your team and broad appeal to your employees.



Numerous funding options, easy cash access, broad purchasing capability, and modern financial management tools, tight EMV chip security

Card accounts and cardholders managed on ADP's wholly-owned pay card platform, supported by a 24/7/365 bilingual cardholder services team

Secure card with EMV chip; supported by regulatory experts monitoring regulations nationwide; tailored roll-out with on-site assistance; dedicated account management

Key features

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 from their payroll with trusted family members (additional cost/setup may apply). The pay card solution is compliant in all 50 states (i.e., fully Reg. E compliant and funds are FDIC insured). Employees can self-enroll or access pay card information online via myWisely or the myWisely mobile app.

Wisely® by ADP electronically loads pay onto a reloadable, prepaid payroll card so employees who have activated their card can access funds immediately on payday. Cardholders do not require a credit approval and do not need a banking relationship to use the Wisely pay card, but identity verification may be required.

Wholly owned processing platform. The pay card is delivered on ADP's transaction processing platform, which gives clients control over card funding, inventory management, employee enrollment and cardholder administration. Administrators can proactively identify and resolve errors, such as name mismatches between cards and payroll files, invalid cards, loads to cards not yet enrolled and preventing loading of funds that exceed preset limits.

Multiple funding sources. The solution accepts multiple funding sources — such as secondary employment, tax refunds, child-support payments or pension payments. Cardholders contact customer service to enable third-party (non-employer) loads. Cardholders can also load funds (cash) to their card using various nationwide money networks.

Security. The Wisely pay card can be personalized with the employee's name, is PIN-protected and is FDIC-insured.

Cash access. Each payday, cardholders have immediate access to several methods for accessing cash, including:

- Surcharge-free withdrawals at more than 80,000 in-network ATMs.
- Free over-the-counter (OTC) teller cash withdrawals at Visa member banks.
- No-charge PIN transactions with purchases (cash-back) at various retailers (Walmart).

Cardholder charges and fees. Cardholders can leverage broad use of in-network ATMs, unlimited OTC teller cash withdrawals, purchases, bill payment, mobile-friendly website or app access and 24x7 cardholder services.

Cardholder services. Bilingual (English and Spanish) cardholder services are available via a toll-free telephone number found on the card, cardholder website, and mobile app.

Lost card replacement. Cards be replaced using instant-issue, on-site replacement stock stored at specified Region 4 ESC locations. Balances are transferred, and lost cards are closed within minutes.

Cardholders can order a replacement card through the MyWisely mobile app. Cards can also be replaced by the cardholder contacting Cardholder Services directly, for a free (once annually) replacement card; balance transfer is automatic and replacement cards are sent to the employee’s address on file via U.S. mail (delivery is typically within 7–10 business days). A self-issued emergency check can also be used to access the full available balance in the case of lost/stolen cards.

Multiple cards. Using the mobile app or online access, the primary cardholder can establish up to three separate additional cards — each with a separate balance for the cardholder. The primary cardholder can use online or mobile app access to transfer any portion of available funds to each additional card. Funds are available immediately upon transfer from the primary card. Additional cards have the same cash access and purchasing capabilities as the primary card.

Bill payment. Cards can be used to pay bills in stores, by telephone, and online directly with billers. Cardholder may also sign up for a third-party bill pay account to pay any invoice or biller through their services at no charge.

Mobile pay. The Wisely pay card connects with all major forms of mobile payment, including Apple Pay®, Google Pay™, and Samsung Pay®. Cardholders (primary and additional) can associate their cards with each respective provider’s mobile payments app to make payments at point-of-sale via their device.

Remote check deposit. Our solution offers remote check deposit (powered by Ingo® Money) so cardholders can load funds from a paper check to their Wisely pay card via the mobile app.

Peer-to-peer money transfer. Cardholders can associate their card as a funding source for peer-to-peer money transfers between Wisely cardholders and using applications such as Venmo® or PayPal®.

Cardholder information access. Primary cardholders have 24x7x365 account access to balance and transaction history via the bilingual cardholder website or the free mobile app. The primary cardholder can enable the secondary cardholder to receive alerts/notifications (via email and/or text) of value loads and low balance regarding the secondary card. Cardholders may also order personalized cards, order/manage additional cards for family members, and order additional emergency checks.

Employer administration. Region 4 ESC’s authorized users can use the self-service website to enroll employees (single or in bulk), manage card inventory, fund cardholder accounts, enable instant-issue replacement cards and access reports.

Cashback Rewards. Cashback rewards is a comprehensive savings program that helps cardholders generate cashback dollars as they carry out their regular purchases of eGift cards. Available at myWisely.com or myWisely App, cashback dollars are deposited into a savings envelope to encourage saving and can easily be moved to the cardholders’ primary account for immediate use.

Wisely Direct. We can also allow employees to self-enroll for a pay card via Wisely Direct (without Region 4 ESC involvement). Wisely Direct offers a general purpose, reloadable card that employees can activate and allocate funds.

Support services. Region 4 ESC is assigned a Client Success Executive (CSE) for growth and retention. The CSE is responsible for client growth and development, including: strategy and rollout plan, check and card conversions, fully electronic guidance and communication, training and education (in-person and webinars), marketing and training material, features and benefits enhancements and business reviews.

The Wisely pay card brings a single-vendor payroll card solution that helps Region 4 ESC drive electronic pay, while helping to reduce costly inefficiencies and compliance risk. Our solution helps Region 4 ESC:

- Drive wide **adoption** of electronic pay with easy and **convenient access** to pay
- Offer a **compliant** pay card program despite changing regulations
- Efficiently manage and streamline administration of a **comprehensive** pay card program
- Simplify the pay card process through ADP's **single-source** solution that uses **one payroll file** to pay via direct deposit, traditional paper check or pay card

Reporting. The ADP SmartCompliance portal serves as a reporting platform with your Wisely pay card data that can be exported in CSV format. All online reports, including activation status, are in real-time and can be accessed 24x7x365. Accessible reports include:

- Cardholders (includes enrollment date, account number, employee ID, activation status and location)
- Funding activity (includes funding date, status, account number, funding description and amount)
- Uploaded files (includes date uploaded, status, file name, file type and number of employees)
- Uploaded file details (includes employee, account number, status and failure reason if applicable)
- Locations (includes location name, number of in-stock cards, number of enrolled cards and total cards)
- Location inventory (includes account number and card status)
- Card order history (includes order date, order number, order status and number of cards in order)
- Cardholder status reports (provides card activity status)

WorkMarket

WorkMarket by ADP provides a purpose built, scalable freelance management system (FMS) solution. Our platform allows businesses to self-manage their on-demand workforce from onboarding to payment. Our powerful, easy-to-use technology addresses every component of the on-demand framework (coverage gaps, talent needs, scalability, efficient workforce management, compliance requirements, process alignment) and helps employers prepare for success in a modern world. WorkMarket was acquired by ADP on January 22, 2018 to take this mission to ADP's clients worldwide.

WorkMarket's primary value proposition is a Software as a Service (SaaS) platform to manage an agile, on-demand workforce efficiently and compliantly (organize, manage, pay and automate) as well as provide payment services and a vendor-of-record program to streamline the necessary back-office invoicing, payment, compliance and insurance requirements.

WorkMarket also has rich complementary offerings in solutions engineering and professional services, training, onboarding, recruiting, agile change management and workflow consulting to help our clients adopt the technology and operationalize new workflows effectively across multiple departments/business units. Within the change-management process, we bring multi-dimensional expertise to position the agile workforce by incorporating the priorities of executives, legal, HR and operations.

ADP MyTax helps automate Region 4 ESC's federal quarterly estimated tax payments for your contractors by calculating what you may owe and allows you to select a payment schedule (weekly, biweekly or monthly) to ADP. This free, online tool helps Region 4 ESC stay compliant and avoid costly IRS penalties.

As a pioneer FMS provider, WorkMarket offers a seamless, frictionless exchange between buyers and sellers of labor. This marketplace of contractors includes 227,000 profiles. When WorkMarket was founded, the software was predominantly adopted by freelancers in the IT, AV, creative, network security and telecommunications services industries. This supports a recent staffing industry analyst report that shows approximately 45 percent of all cloud-based gig workers fall within these competencies. A large concentration of our freelance marketplace is also in the language translation and media and marketing industry sectors.

WorkMarket's platform provides an open architecture designed to be extended with new features and integrated with client systems. WorkMarket has developed several packaged solutions leveraging the API and webhook features of the platform to address our clients' needs.

The analytics dashboard allows Region 4 ESC to track key metrics for their business KPIs including: operational metrics, budget management, forecasting staffing needs, employee and talent insights, payments reconciliation and improved insights about your extended workforce operations.

Key features

Packaged solution	Description and additional details
WorkMarket Relay	Automate business processes and save clients time and money. Examples include: ■ Instantly create a sales order in an external system, and your WorkMarket assignment is approved for payment automatically. ■ Route assignments to a customized labor cloud and expand them to additional workers if no one has applied within 30 minutes. ■ Automatically update your WorkMarket assignments when parts arrive on-site.
WorkMarket Client Access Portal	Keep your clients happy and boost your team's productivity. Allow clients to access work details (such as the status of a project or e-signatures) online. Region 4 ESC can brand your portal and position your services and teams as you like, creating a streamlined experience.

Packaged solution	Description and additional details
WorkMarket Onboarding	Tell your unique brand story and onboard new talent via your talent landing page. Capture information through self service to get freelancers started with their profile in WorkMarket, including the critical skills you focus on. Build unlimited labor clouds to better structure your database to meet your unique talent needs. Track the success of your email blasts and onboarding results through Google analytics. Automation, push notifications and the mobile application help optimize the user experience for 1099 workers.
WorkMarket Integration with Salesforce.com	Directly embed your cases or tasks to an on-demand labor cloud of talent who can respond when you need them. WorkMarket's platform provides an open API architecture designed for automation with several CRM systems. Match your tasks and cases to the right labor cloud and let SFDC and WorkMarket synchronize in real time as updates and events occur.

WorkMarket supports every market category for managing an on-demand, freelance workforce with a dominant presence in IT/telecommunications field services, IT managed services, professional services, language translation, media/editorial, marketing/advertising/brand communications, management consulting, industrial manufacturing, publishing, digital signage, security systems integration, insurance and retail services.

Implementation

SmartCompliance

Methodology and timeline

ADP's dedicated implementation team combines our proven implementation methodology with our extensive experience to benefit our clients. Our project management approach coordinates and integrates all activities related to the engagement. We manage the project according to a consolidated, detailed plan to ensure ADP's project management methods are followed, issues are resolved promptly, and Region 4 ESC is engaged and informed about the project.

The keystone assumption of our proven implementation approach is that both of us — Region 4 ESC and ADP — share the responsibility of this project. Our implementation team is supported by Region 4 ESC functional and technical experts who provide knowledge of your systems and processes. Effectively blending expertise yields a high-quality implementation — the foundation of a long-term relationship.

Several factors impact an implementation time frame. A typical implementation timeline varies based on the solutions in scope, Region 4 ESC availability and integration types. In addition, because a combined-module implementation allows ADP and Region 4 ESC resources to avoid repetitive tasks and information-gathering projects, it may require less time than a series of standalone, single-module implementation projects.

Our standard implementation structure consists of:

Startup. ADP assigns a dedicated implementation team, which includes a project manager (or project lead) and module-specific implementation specialists to assist in setup and delivery of your solution. These subject-matter experts provide technical support and process best practices.

During the kickoff meeting, the roles and accountabilities of the project team (Region 4 ESC and ADP) are defined and agreed on. Timelines and target completion dates for each phase of the implementation are established (during or shortly after the kickoff meeting) to ensure work progresses on schedule and next steps are coordinated. A customized project plan is created and managed by ADP's project manager (or project lead implementation specialists). This dedicated ADP resource runs weekly project status meetings (sends an agenda and follow-up notes, tracks any open issues and is the contact for all items related to the implementation of services). He or she focuses on providing timely information to ensure the implementation progresses as expected and coordinates all resources to minimize the required time and effort without reducing quality and timeliness.

Blueprint. Blueprint is the stage where ADP and Region 4 ESC exchange information, including necessary data elements for successful integrations and ADP-delivered interfaces. Any required technical questionnaires and other module-specific information are reviewed at this time.

Any specific file-transfer setups are identified, and protocols are exchanged.

Validation. Validation is the process of fully testing the solutions provided by ADP. Module-by-module, all testing stages, criteria and approvals are built into the project plan. ADP provides best practices for testing scenarios and validating results.

During the latter part of the validation phase (before the move to production), a module-specific implementation service partner joins the project team, is introduced to client functional and technical team members, attends weekly status calls and becomes familiar with client-specific processing details. This practice ensures continuity of knowledge and high-level ongoing support.

Production. We have developed a superior transition-to-service model for ADP Compliance Solutions modules.

The implementation service partner, assigned during the latter part of the validation phase, remains engaged with Region 4 ESC for 60–90 days after go-live, at which point a formal transition to service occurs. When this formal transition occurs, Region 4 ESC is introduced to your ADP account service team and is given contact and escalation information.

Implementation resources

ADP's implementation management and support team includes:

Division vice president of implementation. Provides strategic direction for the ADP Compliance Solutions implementation. Provides escalation support and acts as executive sponsor during implementation.

Vice president of implementation. Provides direction to implementation managers for specific SmartCompliance modules. Works as executive sponsor and escalation point during implementation. Directly reports to the division vice president of implementation.

Implementation manager. Responsible for a team of module-specific implementation specialists. Provides support to individual implementation specialists and project leads, including coordinating ongoing training, knowledge sharing and collaboration.

Project manager (designated implementation lead). Oversees the entire implementation process and provides valuable knowledge gained from past implementations. Runs weekly project status meetings (sends an agenda and follow-up notes, tracks any open issues is the contact for all items related to the overall implementation of services). Provides timely information, ensures the implementation is progressing as expected, and coordinates all implementation resources to minimize the required time and effort without reducing quality and timeliness.

Implementation specialist. Responsible for the module-specific implementation process. Provides valuable knowledge gained implementing solutions for other clients. Responsible for analysis, technical support, testing support and sharing best practices with Region 4 ESC's functional and technical team members.

Technical support specialist. Facilitates all communication issues involving data file transmission. Works with Region 4 ESC to coordinate the communication protocols used to transmit the input data to ADP.

Employment Tax

Methodology and timeline

ADP's implementation methodology is differentiated by several factors:

- A proven implementation methodology through which we have successfully implemented more than 5,000+ clients to our employment tax offering.
- Web-based eTools help us deliver a streamlined, accurate implementation.
- Dedicated client project services ensure adequate resource deployment.
- ADP has never had a client project miss start dates due to ADP issues. We work closely with each client to ensure the project stays on target. If it is at risk of slipping, we engage client management to determine how to get the project back on track.

We continue the implementation through the entire first quarter of service to ensure Region 4 ESC has a soft landing into the live service environment. Specific process review and training takes place during this time to ensure client comfort and knowledge levels.

We follow a project plan that reflects Region 4 ESC and ADP tasks, timelines and milestones. The project plan can be adjusted to reflect your processing expectations. ADP manages the project plan and updates Region 4 ESC according to agreed-upon time frames and formats. We leverage our long history of successful tax service implementations to ensure the highest level of quality with the least amount of effort and cost. Typical implementations occur in 12-16 weeks. Actual implementation time frames are adjusted to fit the client's internal schedule with ADP applying additional resources as needed to ensure expected delivery dates and deadlines are met.

Major milestones involved in ADP's service solutions include:

- Analysis and design.
- Project kick-off and project planning.
- Setup requirements and product configuration.
- Interface analysis and modification (if needed).
- Setup for Region 4 ESC (hardware and software).
- Conversion of data.
- Testing of periodic and quarterly data files.
- Pre-production, production testing and certification.

- Live processing of the first tax file and the second tax file.
- Client service turnover meeting.

Tasks	Participants	Timeline	Client Time Commitment
Kick-off meeting	■ ADP ■ Project lead ■ Functional team ■ IT systems ■ IT transmission ■ Finance	Week 1	2 hours
Analysis, design and setup	■ ADP ■ Client functional team	Weeks 1–5	15–25 hours
Extract configuration	■ ADP IT ■ Client IT	Weeks 3–4	8 hours
Validation (testing)	■ ADP ■ Client functional team	Weeks 4–15	50–90 hours
Production readiness for go live	■ ADP ■ Client functional team	Weeks 9–11	10 hours
Midyear conversion (after go live)	■ ADP ■ Client functional team	Weeks 18–21	4–5 hours
Production	■ ADP ■ Client functional team	Weeks 16+	As needed

Implementation resources

ADP implementation projects are handled in a consistent manner to ensure the highest levels of success. Based on our knowledge of Region 4 ESC, we assign an implementation specialist to your account. This individual is backed by a team of ADP associates that implements clients on a full-time basis. This team approach, using implementation process experts, guarantees our ability to start clients on time.

ADP's assigned implementation specialist works closely with your technical resources. Successful implementations require ADP to interact with Region 4 ESC personnel who are familiar with your payroll system, tax structure and processes.

The average tenure for ADP's implementation professionals is approximately nine years. Project team resources are experts in their respective fields and the ADP service offering. Many of our implementation associates also have Certified Payroll Professional (CPP) and Professional in Human Resources (PHR) certifications.

MasterTax

Methodology and timeline

We follow a project plan that reflects Region 4 ESC and ADP tasks, timelines and milestones. The project plan can be adjusted to reflect your processing expectations. ADP manages the project plan and updates Region 4 ESC according to agreed-upon time frames and formats. We leverage our long history of successful tax service implementations to ensure the highest level of quality with the least amount of effort and cost. Typical implementations can occur in as little as 12 weeks. Actual implementation time frames are adjusted to fit the client's internal schedule with ADP applying additional resources as needed to ensure expected delivery dates and deadlines are met.

Major milestones involved in ADP's service solutions include:

- Project kick-off and project planning.
- Setup requirements and product configuration.
- Interface analysis and modification (if needed).
- Setup for Region 4 ESC (hardware and software).
- Conversion of data.
- Testing of payment file and quarterly data files.
- Pre-production, production testing and certification.
- A dedicated implementation specialist (IS) is assigned to assist Region 4 ESC for at least two full quarter-end processes from beginning to end. This individual would be available to assist Region 4 ESC with payment and quarter-end processes.
- Client service turnover meeting.

Implementation resources

ADP assigns a dedicated implementation specialist to partner with users and successfully complete the onboarding process. The assigned implementation specialist works closely with Region 4 ESC to obtain the information needed to establish the project plan.

The implementation specialist also provides Region 4 ESC with ongoing communications and updates throughout the implementation cycle. He or she focuses on providing timely information to assure Region 4 ESC the implementation is progressing as expected (which allows the transition to the MasterTax solution to occur as scheduled). The implementation specialist coordinates all implementation efforts to minimize the required time and effort without reducing quality and timeliness.

Wage Garnishment

Methodology and timeline

ADP's implementation team combines our proven implementation methodology with our extensive experience to benefit our clients. Our project management approach coordinates and integrates all activities related to the engagement. We manage the project according to a consolidated, detailed plan to ensure ADP's project management methods are followed, issues are resolved promptly, and Region 4 ESC is engaged and informed about the project.

The keystone assumption of our proven implementation approach is that both of us — Region 4 ESC and ADP — share the responsibility of this project. Our implementation team is supported by Region 4 ESC functional and technical experts who provide knowledge of your systems and processes. Effectively blending expertise yields a high-quality implementation — the foundation of a long-term relationship.

A typical implementation ranges will take approximately 12 weeks from the initial project planning meeting to go live.

Our standard implementation structure consists of:

Startup. ADP assigns an implementation team, which includes a project manager (or project lead) and module-specific implementation specialists to assist in setup and delivery of your solution. These subject-matter experts provide technical support and process best practices.

During the kickoff meeting, the roles and accountabilities of the project team (Region 4 ESC and ADP) are defined and agreed on. Timelines and target completion dates for each phase of the implementation are established (during or shortly after the kickoff meeting) to ensure work progresses on schedule and next steps are coordinated. A customized project plan is created and managed by ADP's project manager (or project lead implementation specialists). This ADP resource runs weekly project status meetings (sends an agenda and follow-up notes, tracks any open issues and is the contact for all items related to the implementation of services). He or she focuses on providing timely information to ensure the implementation progresses as expected and coordinates all resources to minimize the required time and effort without reducing quality and timeliness.

Blueprint. Blueprint is the stage where ADP and Region 4 ESC exchange information, including necessary data elements for successful integrations and ADP-delivered interfaces. Any required technical questionnaires and other module-specific information are reviewed at this time.

Any specific file-transfer setups are identified, and protocols are exchanged.

Validation. Validation is the process of fully testing the solutions provided by ADP. Module-by-module, all testing stages, criteria and approvals are built into the project plan. ADP provides best practices for testing scenarios and validating results.

During the latter part of the validation phase (before the move to production), a module-specific implementation service partner joins the project team, is introduced to client functional and technical team members, attends weekly status calls and becomes familiar with client-specific processing details. This practice ensures continuity of knowledge and high-level ongoing support.

Production. We have developed a superior transition-to-service model for ADP Compliance Solutions modules.

The implementation service partner, assigned during the latter part of the validation phase, remains engaged with Region 4 ESC for 60–90 days after go-live, at which point a formal transition to service occurs. When this formal transition occurs, Region 4 ESC is introduced to your ADP service manager and is given contact and escalation information.

Implementation resources

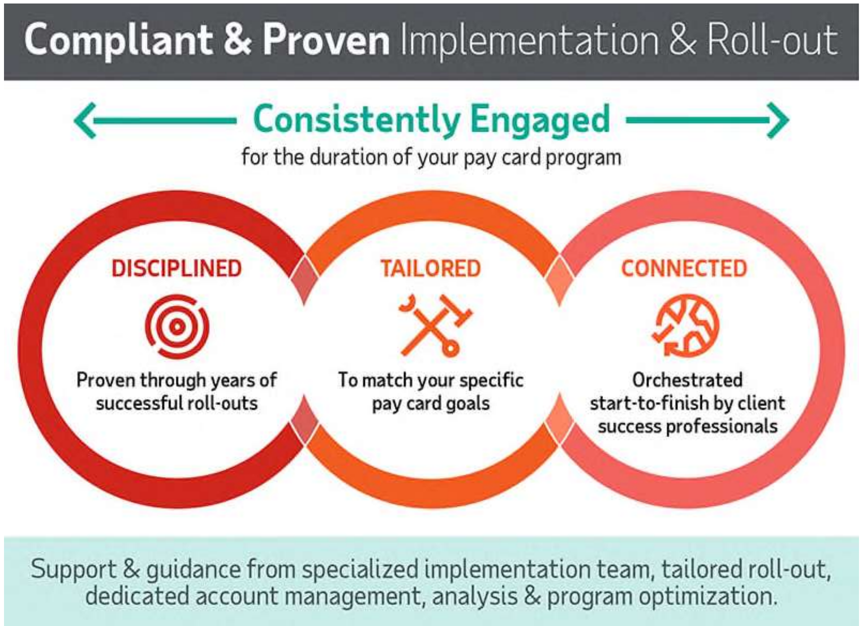
Our technical support team works with your implementation specialist and provides support as necessary. The technical support associates average more than seven years of experience.

Payment Solutions

Methodology and timeline

ADP offers a proven implementation process and is committed to facilitating a successful implementation to achieve your paperless goals and objectives. The time frame for implementation depends on the size of the client organization, the number of pay cycles, the number of locations, the method of enrollment and the client's preference regarding a phased rollout.

ADP's implementation support provides turnkey employee communication materials and the flexibility to build an implementation approach suited to each client's organization. There is no one-size-fits-all approach, and we provide the options necessary for employers of all sizes to optimize paperless payroll participation.



Our larger clients take a variety of approaches to their implementation. We can accommodate a phased approach where they transition a portion of their employee base over several weeks to several months, or we can perform a direct cutover where the entire employee base is transitioned at one time.

As an example, there are three phases to an ADP paperless campaign. The first phase is moving the organization to 100 percent electronic pay using direct deposit and the pay card solution (pay cards and employee self-issued checks). While working on the 100 percent electronic pay phase, we start the second phase and implement the payment solutions system for electronic posting of pay stubs. Once the system is live, we move to the third phase, which is registering employees online to receive their pay stubs electronically.

Region 4 ESC determines how quickly your pay card plan is rolled out. However, our average solution implementation time frame is 8-12 weeks. The implementation approach process includes:

Phase 1: Moving to 100 percent electronic pay. Since pay cards have routing and account numbers like a bank account, they can easily be loaded into your payroll and act like a direct deposit in the system. We begin the 100 percent electronic push while implementing the interface for the payment solutions and electronic posting system. ADP's solution architect manages this process.

Phase 2: Implementing the payment solutions system for electronic post of pay statements. This phase consists of:

- Step 1. Analysis:
  - Assign implementation consultant
  - Review implementation analysis
  - Develop implementation timeline
  - Define distribution strategy for pay cards and printed materials (as necessary)
  - Define statement posting strategy

- Step 2. Data file development:
  - Map data into file layout (interface)
  - Digitize signatures and logos (if needed)
  - Determine sort logic/incorporate into interface (if printing)

- Step 3. Data file transmission:
  - Establish and test communications
  - Verify transmitted information
  - Confirm with client

- Step 4. Testing:
  - Pre-edit verification
  - Conduct initial format testing (if applicable)
  - Order test pay card to verify programming and process flow
  - Sample posting/training (unless this is to be phased in at a later date)
  - Conduct parallel testing

- Step 5. Move to production:
  - Move testing programs into production when certified
  - Monitor production runs (at least one month)
  - Adjust (if needed)
  - Transition to client services
  - Define statement posting strategy

Phase 3: Rolling out the online post and mobile application. This phase includes:

- Step 1. Communication:
  - Build marketing (solution architect assists)
  - Train regional and store managers
  - Prepare rollout materials

- Step 2. Registration:
  - Direct employees to internet for online registration
  - Provide easy-to-follow instructions on how to pick a password
  - Provide reporting of who has not registered

- Step 3. Stop printing vouchers:
  - Go fully paperless by stopping voucher printing
  - Roll out marketing on password reset service

Successful implementations require ADP interaction with Region 4 ESC's employees who have knowledge and familiarity with your payroll system, project and processes. Region 4 ESC’s assigned implementation consultant works closely with Region 4 ESC’s technical resources and project team to obtain the information needed to establish the project plan (using Microsoft Project). He or she also facilitates regular conference calls to review the project status. These calls are attended by the appropriate Region 4 ESC implementation associates and Region 4 ESC project team members.

The keystone assumption of our proven implementation approach is that both of us — Region 4 ESC and ADP — share the responsibility of this project. ADP contributes a proven implementation approach and experienced project management supported by Region 4 ESC functional and technical experts provide knowledge of your systems and processes. Effectively blending these resources yields a quality implementation from which we can build a long-term business relationship.

Implementation resources

If ADP is selected as Region 4 ESC's partner of choice, appropriate support resources will be assigned to define project scope and develop the project timeline and biographical information will be provided at that time.

ADP assigns a project manager implementation resource and Client Success Executive during implementation once the solution of deployed. The implementation support works to ensure the project continues on time and any issues are escalated, if needed. ADP's VP of implementation and our VP of client loyalty will be available during implementation and throughout the life of the client experience to ensure resources are provided, if needed.

ADP provides two main areas of support to Region 4 ESC during implementation:

Once the implementation process is complete, Region 4 ESC will be supported by the service team. They are responsible for the overall product relationship with Region 4 ESC and for your satisfaction with the services .

Two main types of support are provided to Region 4 ESC:

Strategic account manager. Region 4 ESC's strategic account manager provides training to your administrators to ensure they know how to enter a cardholder, run a report, instantly pay an employee, etc. If technical support is needed, your strategic account manager can assist or connect you with our technical team. Instruction manuals are provided for system use, in additional to the online help feature. Your strategic account manager is accessible 24x7x365 for emergencies.

Client success team. Your client success director assists with train-the-trainer and cardholder training, education, customized marketing and training materials and implementing best practices during rollout. Training may be offered on-site or via webinar, conference calls and training materials.

Our implementation teams create project plans, offer guidance and best practices, help with opportunities in process improvement and discuss in-depth technical solutions. We offer hands-on training from our implementation team coupled with communication guidance now and for the future helps our clients to stay up-to-date and confident in their pay and compliance-related processes as they focus on running their business.

Tax Credit Services

Methodology and timeline

Over the past two years, ADP has implemented more than 1,600 new clients. The keystone assumption of our proven implementation approach — we both have ownership during the process. ADP contributes experienced project management, and functional and technical experts provide knowledge of Region 4 ESC's systems and processes. Effectively blending these resources yields a quality implementation, which is the foundation of a long-term business relationship.

Methodology

Our project management approach is to coordinate and integrate all activities related to the engagement. We manage the project according to a consolidated, detailed plan to ensure ADP's project management methodology is followed, issues are resolved promptly, and our clients are engaged and informed about the project.

ADP's implementation team follows a proven process to ensure our clients' solutions are implemented successfully. Our implementation methodology is broken down into phases.

Kickoff (one-week estimated time frame). ADP handles the transition from the sales team to the implementation team — meeting internally to transfer known client data, obtaining any additional information needed from the client, and preparing for the analysis meetings. The ADP implementation team is assembled.

Blueprint (two-week estimated time frame). The ADP implementation team conducts the client's welcome session to review and validate the information available regarding client requirements, including identifying additional requirements. The implementation team delivers a solution that captures the best practices identified by ADP, and the solution is configured to the client's specific requirements. Reports, interfaces and data conversion processes are reviewed and can be configured. Any changes to the original project scope are managed through change control.

Validation (two-week estimated time frame). The validation phase combines conversion and validation. Conversion is an iterative process that occurs throughout the implementation life cycle. Data is moved from the client's source system to the new ADP solution so the project team can test and validate the configuration. The client audits the accuracy of the converted data and all output reports. All core client project team and end-user training is also completed — in addition to integration testing, user acceptance testing and parallel testing.

Production. After successful validation, the client moves to live production.

Implementation resources

Region 4 ESC is assigned a dedicated implementation specialist who works with you to implement the WOTC program with the other federal and state credit programs Region 4 ESC would like to pursue. During implementation, the implementation specialist works with Region 4 ESC to ensure ADP has the payroll data needed to produce monthly compliance and credit reports and all relevant Region 4 ESC field personnel are trained. Your credit optimization specialist partners with the implementation specialist during the rollout process.

Health Compliance

Our implementation process begins with sharing responsibility for the project. ADP contributes project management expertise, and Region 4 ESC 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

For many employers, the effort required to implement new solutions can be daunting. We've designed an efficient, effective process to integrate with your existing processes and help you get started quickly and easily. ADP's implementation methodology ensures our clients go live with a fully configured solution. Implementation is a managed process where ADP configures ADP Health Compliance based on input from Region 4 ESC.

An outline of the implementation approach process follows:

- Startup:
  - ADP integration and implementation resources assigned
  - Schedule client orientation session
  - Send documents to client team: integration mapping and discovery workbook
- Blueprint:
  - Conduct discovery workbook session
  - Integration analysis sessions

- Configuration:
  - Region 4 ESC deployment of integration packages into ERP environment (if applicable)
  - Integration, development and configuration setup
  - Configure ADP Health Compliance
  - Load and confirm initial data files
- Validation
  - Integration and configuration updates
  - File testing/validation (Region 4 ESC and ADP)
  - File transmission setup
  - Initial ADP Health Compliance setup review
    - Configuration
    - Preview results
      - ACA eligibility
      - Affordability
- Pre-production:
  - Region 4 ESC deployment of integration packages to production
  - Review IRS and state reporting data and forms (if applicable)

- Production:
  - Region 4 ESC generates production files for ADP Health Compliance automated import
  - Confirm schedule for automated file imports (Region 4 ESC and ADP)
  - Transition client from implementation team to service associates

ADP Implementation team

ADP assigns a dedicated implementation team to assist you from kick-off to live production.

Our implementation team offers technical expertise and performs the cross-functional activities of business process, configuration, testing/validation, change control, and communications.

A project team usually involves these ADP resources:

- Executive project sponsor.
- Project manager.
- Implementation manager.
- Database integration specialists (if needed).
- Assigned service associate
- Region 4 ESC responsibilities

A partnership approach during implementation is key for a successful project. We look for Region 4 ESC to champion project approval, provide direction and guidance to your project team to continue project momentum, and provide the necessary information and resources to ADP in a timely manner so ADP can complete the tasks described in the project plan.

We also look to Region 4 ESC to ensure ADP Health Compliance is fully tested and meets expectations.

A client's project team usually involves these resources:

- Executive project sponsor.
- Project manager.
- Subject-matter experts (payroll, HR, benefits, and IT).
- Timeline

On average, our ADP Health Compliance implementation projects run between 12 and 20 weeks. The project time frame depends heavily on Region 4 ESC's organizational complexity and data integration requirements.

Unemployment Claims (Equifax or Experian Employer Services Standalone)

Methodology and timeline

ADP's reputation — and our success — is based on our clients' success. We provide implementation services to set the stage for ongoing success. Our dedicated implementation team combines our proven methodology with our extensive experience to benefit our clients.

The keystone assumption of our implementation approach is that both of us — Region 4 ESC and ADP — share the responsibility of this project. ADP contributes a proven implementation approach and experienced professionals. Our project management is supported by a team of Region 4 ESC functional and technical experts who provide knowledge of your systems and processes. Blending these resources yields a high-quality implementation — the foundation of a long-term business relationship.

ADP's unemployment claims (UC) implementation specialist conducts an analysis and develops an implementation plan outlining the major tasks, responsible parties and time frames for completion. The first step is to hold a conversion meeting with your team (in person or via conference call). Implementation roles and responsibilities are discussed during this meeting.

In this sample implementation schedule, Region 4 ESC responsibilities and time commitments are indicated in bold:

Action	Date	Approx. Client involvement	Responsibility
Conversion conference call	**Week 1**	**1–2 hours (total)**	**ADP implementation specialist with client participation**
Overview of conversion process	Week 1		ADP account manager

Action	Date	Approx. Client involvement	Responsibility
Explanation of service	Week 1		ADP implementation specialist
Obtain company profile	Week 1		ADP client relationship/account manager
Establish POA requirements	Week 1		ADP client relationship/account manager
Establish user guide/training requirements	Week 1		ADP client relationship/account manager
Analyze workflow (current)	Week1		ADP client relationship/account manager
Analyze workflow (proposed)	Week 1		ADP client relationship/account manager
Establish transition expectations	Week 1		ADP client relationship/account manager
Forward user's guide to field contact	**Week 2**	**15 minutes**	**Client HR contact**
Identify wage access process	Week 2		ADP client relationship/account manager
Identify reporting requirements	Week 2		ADP client relationship/account manager
Forward unsigned POA documents	Week 2		ADP client relationship/account manager
Forward listing of locations/contacts	**Week 2**	**15 minutes**	**Client HR contact**
Forward user's guide to client's HR contact (provided with the Powers of Attorney and implementation packet)	Week 2		ADP client relationship/account manager

Action	Date	Approx. Client involvement	Responsibility
Review separation codes	Weeks 2 – 3		ADP client relationship/account manager
Forward customized separation code listing	**Weeks 2 – 3**	**15 minutes**	**Client HR contact**
Forward location coding for reporting purposes	**Weeks 2 – 3**	**30 minutes**	**Client HR contact**
Establish objectives for management training session	**Weeks 2 – 3**	**30 minutes**	**Client HR contact** ADP client relationship/account manager
Forward signed POA documents	**Week 3**	**Depending on volume – signing can take 1 hour**	**Client HR contact**
Verify POA documents and forward to states	Week 3–4		ADP client relationship/account manager
Progress meeting (client or ADP corporate offices)	Weeks 4–6		ADP client relationship/account manager
Launch training program via established methods (video, customized training, etc.)	**TBD**	**1 hour**	ADP client relationship/account manager **Client HR contact**
Start of service			ADP client relationship/account manager
Establish and communicate training date(s)/time(s)	**Upon going live**	**15 minutes**	**Client HR contact** ADP client relationship/account manager
30-day review of service			ADP client relationship/account manager

Implementation resources

ADP is responsible for:

- Providing an overview of the conversion process and explaining our services.
- Obtaining Region 4 ESC's profile.
- Establishing requirements for power of attorney (POA).
- Analyzing current and proposed workflow.
- Reviewing Region 4 ESC's separation codes.
- Identifying the wage access process.
- Establishing transition expectations.
- Identifying reporting requirements.
- Establishing user guide/training requirements.
- Establishing and communicating training date(s)/time and launching Region 4 ESC's "training program" via conference calls and webinars.

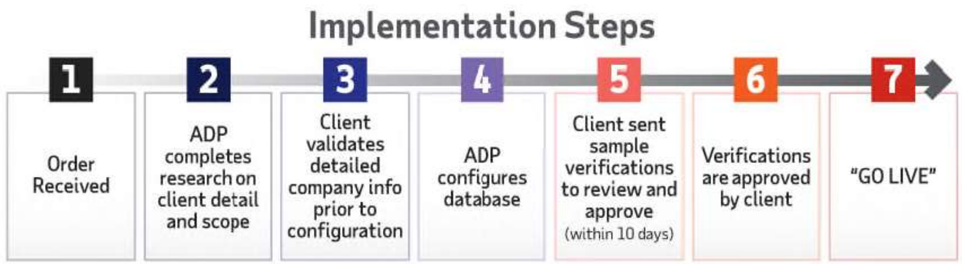
Services commence when these tasks are completed.

ADP's UC client relationship/account manager works with your HR director and HR/payroll manager to ensure a successful UC implementation. Some implementation items pertain to HR; others apply to payroll, so we work with both as needed. However, HR typically steers the project, and payroll handles the state unemployment insurance (SUI)-related queries, tax notices and voluntary contribution process. The ADP client relationship/account manager also works with Region 4 ESC to determine the best approach for your organization.

Employment Verifications

Methodology and timeline

ADP's reputation and our success is based on our clients' success. Region 4 ESC can be confident ADP will provide implementation services that will set the stage for your ongoing success. Our dedicated implementation team combines our proven methodology with our extensive experience to benefit our clients. Our experienced resources are supported by Region 4 ESC functional and technical experts who provide knowledge of your systems and processes. Implementation of employment verification services takes approximately 6 to 8 weeks.



User Experience and Support

SmartCompliance

Client support model

For each ADP SmartCompliance component you use, Region 4 ESC is assigned a **dedicated account manager** with deep-domain knowledge and expertise. Your account managers are your contacts for questions and assistance and have access to resources specializing in different areas (such as research or escalation) to meet your needs.

A backup account manager and service team are available if your dedicated account manager is unavailable.

Account managers are available via direct-dial telephone number, email and fax from 8:00 a.m. to 8:00 p.m. Eastern time, Monday through Friday (excluding ADP-designated holidays). Client support for U.S.-based services is in English.

Your assigned account manager (and backup team) is your primary contact for all new developments, changes, normal processing and issues that may arise during regular business hours. If an issue requires technical support, a technical support specialist also engages.

For issues that require escalation, we include these resources:

- Key account manager (primary)
- Key account manager (backup)
- Technical support (if necessary)
- Client service manager
- Vice president of client services
- Executive vice president of client services

Employee support model

English- and Spanish-speaking service center associates are available for employee-facing applications and online statement password reset.

Wage garnishments. In addition to our public portal, which provides access to garnishment status, payment status and payment history, we also provide a service center. Representatives are available to answer telephone calls from employees, custodial parents, agencies, courts, attorneys and disbursement units.

These service center associates are available via a toll-free telephone number during the hours of 5:00 a.m. to 5:00 p.m. Pacific time. ADP responds directly to all calls, and any call received is logged in our client relationship management (CRM) system for historical and trend analysis. Callers must provide specific information upon request to ensure confidentiality as we respond to inquiries. Each call is handled with sensitivity and confidentiality.

Tax credits. ADP operates a 24x7 tax credits processing center at the Florence, South Carolina, location. This center employs more than 500 full-time associates and can immediately expand headcount with the assistance of various in-house departments. Clients are supported by highly trained operators who provide real-time eligibility and extensive program knowledge of all aspects of tax credits.

All callers are presented with an option for an English or Spanish operator 24x7. More than 150 additional languages can be supported via a third-party interpreter.

Health compliance. Assigned service associates coordinate weekly, biweekly, or monthly calls to review monthly results regarding eligibility and affordability calculations, as well as generated Forms 1094-C/1095-C results or addressing any recieved notices or errors.

Wisely pay card. ADP's cardholder customer service is available 24x7x365 via:

- Internet (myWisely.com)
- Mobile (myWisely)
- IVR via a toll-free telephone number
- Live cardholder support via a toll-free telephone number

Employment verifications. Region 4 ESC provides employees, verifiers and agencies with the toll-free support number when assistance is needed using The Work Number®. Representatives are trained and monitored to ensure they offer the highest level of assistance to all callers.

Email chat functionality is also available for individuals who prefer to use instant messaging technology to receive assistance. A special toll-free telephone number is also available for users preferring to use TTY or TDD devices.

In addition, the call center can conference in a translator to assist with non-English speaking users. This feature allows our service representatives to help in more than 200 languages.

Client online functionality

ADP SmartCompliance

While your interaction with ADP is primarily via an assigned ADP account manager, we recognize many clients desire self-service capabilities. ADP's online SmartCompliance platform has been available since 2002 and provides integrated, self-service access to tax services, tax credit services, payment solutions and wage garnishments. The platform is regularly updated to provide enhanced or new reporting based on client feedback.

Within the SmartCompliance platform, users can customize their notification preferences and set up portal and/or email notifications of the tasks occurring. The Notification Center landing page provides information at your fingertips to help with day-to-day activities, such as:

- Tasks or items requiring immediate action, approval or disapproval.
- Items that have been received for processing relative to the individual service components.
- Items received with exceptions noted that need action to be resolved.
- General information related to the various services that may be of interest.

You can act on items via the SmartCompliance portal and provide the necessary information and approvals without leaving the platform. This flexibility provides an easy, efficient way to work with ADP, allowing you more time to focus on other internal needs.

Region 4 ESC may also leverage this functionality, as applicable to your specific ADP solution:

- Submit direct deposit reversal requests (***with ADP Payment Solutions***).
- Upload wage garnishment orders directly to the SmartCompliance portal and receive a reference number immediately (***with ADP Wage Garnishments***).
- Access configurable reporting of tax service and/or garnishments data (***with ADP Employment Tax and/or Wage Garnishments***).
- Access monthly and weekly tax credit reports (***with ADP Tax Credit Services***).
- Use a secure data exchange for submitting completed Forms 8850 to ADP (***with ADP Tax Credit Services***).
- View the status of open and completed agency inquiries/tracers, as well as images of the response packages (***with ADP Employment Tax***).
- View the Resource Center page to access useful tax compliance information (***with ADP Employment Tax***):
  - Local tax information resource.
  - Key dates regarding quarterly processing, filings and deposits.
  - Recent tax law change information.
  - ADP user guides for tax service tools and features.
  - A history of useful information relative to tax filing services.

ADP Health Compliance is available via a dedicated portal. In addition, ADP Health Compliance is a comprehensive offering that provides proactive penalty avoidance and addresses IRS ACA and state employer reporting requirements that goes above and beyond, with offerings such as:

- Intelligent Technology, including integration and constant data hygiene
- Comprehensive & Actionable Visibility, with an on-demand view of your ACA compliance status, proactive awareness of your ACA compliance issues, and always available, populated Forms 1094-C/1095-C access
- Holistic Compliance with automated calculations monthly for ACA Eligibility, Affordability safe harbors and MEC threshold per month and FEIN; regulatory management support for federal & state

employer reporting and forms, exchange and penalty notice management; and agency monitoring that provides proactive preparation for new federal and state reporting requirements

Activities supported by ADP Health compliance also include:

- ACA full-time eligibility status measurements, calculations and results
- Minimum Essential Coverage (MEC) threshold indicators by FEIN, by month, by employee (offer coverage to 95% or above of FTEs)
- Calculation of all three Affordability Safe Harbors (W-2, Rate of Pay, Federal Poverty Level)
- Provide new hires Notices of Coverage options as required to be sent within first 14 days of hire (defined by the Department of Labor (DOL))
- Research and prepare responses to Exchange/Marketplace notices
- Researching, prepare responses and potential corrections to dispute or reduce ACA IRS penalty notices (and state employer reporting penalties, when distributed)
- Fulfill state reporting requirements, including distribution of forms to employees and electronic transmission as defined by the applicable states (California, New Jersey, Rhode Island and Washington D.C.)

ADP Health Compliance simplifies critical compliance reviews on a monthly basis to accomplish two goals: 1) positions employers to proactively manage all aspects of your monthly penalty exposure throughout the year, 2) streamlines and simplifies your approval, print and transmission work at the end of each IRS and state employer reporting cycle.

Payment solutions access via myADP. myADP provides access to online pay statements, Form W-2 postings (including a rolling three-year history), a direct deposit manager and a W-4 manager. myADP also provides Region 4 ESC’s authorized users convenient visibility and administration to manage stop payments/reversals, order copies of canceled checks, obtain reports and perform password resets.

Unemployment claims access via an ADP-branded portal. ADP’s unemployment claims (UC) clients have online access to multiple web-based tools, including:

- *Online reporting*. Provides instant, secure web-based access to unemployment information (all claims data, web separation entry and individual claim status searches).
- *Claims communication system*. Allows dynamic visibility to claim data as it is received from the state agencies; guides our clients through the unemployment insurance (UI) process to ensure the correct separation information is captured for each claim.
- *Educational materials*. Displays educational materials (such as reference charts, case studies illustrating real-life applications of the UI process and quarterly newsletters).

Employment verification services access via an ADP-branded portal www.theworknumber.com. A webManager role is assigned to the Region 4 ESC employee(s) responsible for performing user account administration. Authorized users can:

- Block or unblock an employee's record
- Change an employee's status from active to inactive
- Access monthly reports
- Set the salary key expiration interval
- Maintain notes or disclaimers on verifications
- Generate promotional codes
- Submit verifier information
- Update the contact information for your account

WorkMarket. Region 4 ESC has instant online access to work details, helping you keep customers happy and boost team productivity. Region 4 ESC can brand your portal and position your services and teams as you like, creating a streamlined experience.

Employee online functionality

Employees may access their personal information through:

Wage garnishment. ADP's public portal provides employee access to wage garnishment payment data.

Employment Tax. Employees can access their information online via employee self-service, including the mobile application.

Form W-2 management. Employees access online Form W-2 information.

myADp without pay card

myADP. myADP provides employee access to online pay statements, Form W-2 postings (including a rolling three-year history), a direct deposit manager and a W-4 manager.

Employees gain online access to our information center and tools, including:

- Security settings
- Login issues
- FAQs
- Typical tasks
- Change password
- Go paperless
- Change notification options
- Edit email address
- Change security questions.

Pay card without myADP

Wisely pay cards. Cardholders enjoy 24x7 account access and online banking tools. Associates can view account activity, transfer funds from their account to another U.S.-based bank account, pay bills online, request a custom personalized picture card, sign up for text and email account alerts, etc. Monthly statements that detail electronic card transaction activity for the statement period are posted online for cardholders to view for no fee.

Associates with smartphones can also access our pay card mobile app to review transactions, account balance, and nearby in-network ATMs.

For clients using both myADp and pay card

Unlimited users may access the myADP website through an online registration process. The website houses information for a rolling three-year period and is available to active and terminated employees. ADP also offers access to the same information via our free mobile app.

Employees can use the online tools to:

- View, save and print images of their pay statements and Forms W-2
- Access their payment history for loans, mortgages or other financial needs
- Change marital status and exemptions on their federal Forms W-4 and submit the changes to HR
- Elect direct deposit via the optional Direct Deposit Manager feature
- Perform "what-if" scenarios with the paycheck modeling feature
- Receive email notifications when new documents are ready for viewing
- Access complimentary financial education tools

Cardholders enjoy 24x7 account access and online banking tools via myWisely.com or the myWisely mobile app.

Cardholders can gain online access to information, including:

- View account activity
- Transfer funds from their account to another U.S.-based bank account
- Pay bills online
- Request a custom personalized picture card
- Sign up for text and email account alerts, etc.
- Monthly statements that detail electronic card transaction activity for the statement period are posted online for cardholders to view for no fee

Associates with smartphones can also access our pay card mobile app to review transactions, account balance and nearby in-network ATMs.

Wisely Pay & Wisely Direct cardholders:

Wisely cardholders can access additional card account tools and financial planning/savings resources via myWisely.com and the myWisely app:

- *Financial tips*. In-app messaging makes suggestions for how you can save more and better manage your money.
- *Tools to track spending*. Transactions are automatically sorted into spending categories and presented in visually rich, graphic displays.
- *Savings tools*. Cardholders can move money to and from savings envelopes, set savings goals, choose how you want to save and update your savings goals as needed.
- *Mobile check cashing*. With additional validation, cardholders can load check funds using a camera-enabled smartphone or tablet and be alerted when funds are available to spend. Additional terms and fees may apply.
- *Funds transfer*. Funds can be transferred from a primary card to a bank account or secondary card.
- *Bill payment*. Cardholders can pay bills or invoices from practically any biller — even those that do not accept cards. Additional terms and fees may apply.
- *Easy, secure access*. The card is enabled for quick, simple and safe access through fingerprint or facial recognition.

Wisely cardholders with smartphones can view transaction history and current balances via the myWisely app. This mobile app also provides turn-by-turn walking or driving directions to the nearest in-network and surcharge-free ATMs.

Employment Verification services www.theworknumber.com. Employees have direct access to The Work Number website to obtain verifications of employment and income. Employee capabilities include:

- Create, display or delete a salary key
- Obtain verifier instructions and special verifications (if available)
- Change PIN and email address (if available)
- Access calculators and tools in the Resource Center

Employment Tax

We have provided a description of our service team roles and the associated experience.

Account manager. ADP assigns a tax account manager to serve as a single contact for Region 4 ESC's payroll tax management needs. This individual is empowered to provide services to meet Region 4 ESC’s day-to-day requirements. To ensure service coverage and provide backup, each account manager works with another assigned account manager who has knowledge of your account. On average, our account managers have eight years of payroll/tax filing experience. Many of our account managers are Certified Payroll Professional (CPP)-certified, and every account manager has at least 50 hours of required annual training.

Client service manager. Client service managers oversee the account managers and closely monitor the ratio of clients to account managers to ensure our clients receive the responsive service they expect.

Approximately 8–10 account managers report to each client service manager. Client service managers report to service vice presidents responsible for overall client satisfaction and service strategy execution. On average, our client service managers have 14 years of payroll/tax experience.

While the interaction between Region 4 ESC and ADP focuses on an assigned account manager who can address your service needs, we recognize many clients desire self-service capabilities. ADP's online SmartCompliance platform has been available since 2002 and supports integrated access to our SmartCompliance products. The platform is regularly updated to provide enhanced reporting based on client feedback.

The Notification Center landing page provides information to help with day-to-day activities for the various tax, garnishment, tax credit services or payment solutions offerings from ADP, including:

- Tasks or items requiring immediate action, approval or disapproval.
- Items that have been received for processing relative to the individual services.
- Items received with have exceptions noted that need to be resolved.
- General information items related to the various services.

You can take actions on items from the Notification Center and provide the necessary information and approvals without leaving the platform. This flexibility provides an easy, efficient way to work with ADP and gives you more time to focus on other internal needs.

Region 4 ESC can also:

- Perform various processes and access other resources.
- Leverage full visibility to current and historical data.
- Configure reporting to view employment tax data:
  - *Agency notices*. Status of agency communications and copies of completed notices.
  - *Amendments*. Status of amendments to original filings and copies of amendments submitted to tax agencies.
  - *Applied-for IDs*. Jurisdictions pending assigned ID numbers.
  - *Company ID profiles*. Filing responsibility by jurisdiction.
  - *Company profile*. Address and banking information by federal ID.
  - *Impound reconciliation*. Paid invoices on a jurisdiction level.
  - *Quarter balance*. Comparison of periodic and quarter files; summary comparison between transmitted daily/periodic files and client QTD values.
  - *State unemployment verification*. Unemployment rates with associated IDs.
  - *940 filing*. Representation of the annual FUTA return.
  - *941 filing*. Representation of the quarterly IRS return.
  - *State and local employee wage detail listings*. State UI and PA local wage detail listing.
  - *Statement of deposit*. Representations of the quarterly and annual returns filed to tax agencies, including the Schedule B.

- *Quarterly detail employee error report*. Shows employee-level data format errors that would cause the tax agencies to reject the files.
- *Form W-2 box total reports*. Available each quarter if Form W-2 data elements are sent to ADP.
- *Form W-2 employee level at year-end*. View of employee Form W-2 data submitted to tax agencies.
- *Transmission error reports*. List of errors needing corrections from processed tax summary reports.
- *Agency notice package*. Client copy of ADP's response to tax agency notices and the client.
- *Tax summary reports*. Payroll transmission and liability detail.
- *Tax ledger*. Detail or summary-level reporting for liabilities or deposits.

- Access useful tax compliance information via the Resource Center page:

  - Local tax information.
  - Key dates regarding quarterly processing, filings and deposits.
  - Recent tax law change information.
  - ADP user guides for tax service-specific tools and features.
  - Data analytics providing client with a history of information published relative to tax filing services.

MasterTax

Following implementation, Region 4 ESC has ongoing access to the MasterTax support team via phone or email. MasterTax software is available 24x7. Support is available from Monday through Friday 6:00 a.m. to 4:00 p.m. Arizona time, excluding holidays. Support is provided in English.

As questions/concerns arise, users would reach out to the support team who would then be able to create a WebEx meeting to share their screen and be walked through the steps to update the process and/or data.

Wage Garnishments

ADP delivers a high level of service to our clients via these support resources:

Employer support center (includes the account manager). Region 4 ESC is assigned an account manager to support your account. Account managers are available via a direct-dial telephone number, email and fax Monday through Friday during the hours of 7:00 a.m. to 7:00 p.m. Central time (excluding ADP-designated holidays).

Your account manager works directly with you regarding all items and is responsible for Region 4 ESC's overall satisfaction with our wage garnishments offering. He or she is your primary contact to assist with various departments, including the support center, funding department, operations group, agency relations and escalations.

A backup account manager and service team are available if your account manager is unavailable. Account managers average six years of experience and typically handle 10–15 accounts (depending on client volume and complexity).

Employee and third-party recipient support center (service center associates). Service center representatives answer telephone calls from employees, custodial parents, agencies, courts, attorneys and disbursement units.

These service center associates are available via a toll-free telephone number from 7:00 a.m. to 7:00 p.m. Central time. ADP responds to all calls, and calls received are logged in our client relationship management (CRM) system for historical and trend analysis. Callers must provide specific information upon request to ensure confidentiality. Each call is handled with sensitivity and confidentiality.

Technical support team. Our technical support team works with your dedicated implementation specialist and provides support as necessary.

While the interaction between Region 4 ESC and ADP is focused on an assigned account manager who can address your service needs, we recognize many clients desire self-service capabilities. ADP's online SmartCompliance platform has been available since 2002 and gives you integrated access to your garnishment information. The platform is regularly updated to provide enhanced or new reporting based upon client feedback and is available in English, Spanish and Canadian French.

The Notification Center landing page provides information regarding daily activities, including:

- Tasks or items requiring immediate action, approval or disapproval.
- Items that have been received for processing relative to the individual services.
- Items received that have exceptions noted that need action to be resolved.
- General information items related to the various services that may be of interest.

You can take actions on items from the Notification Center without leaving the platform. This flexibility provides an easy, efficient way to work with ADP and allows you more time to focus on other internal needs.

Payment Solutions

Employee support

Pay card customer service is available 24x7x365 in English and Spanish via myWisely.com.

To speak to a representative, the cardholder must confirm his or her identity by providing his or her complete name and Social Security Number. Cardholders can access account activity and balance information, without charge, in several ways:

Online. Recent transaction history, as well as monthly statements that detail electronic card transaction activity for the statement period, are available 24x7 at myWisely.com to cardholders. Historical data is retained on the employee self-service site for 12 months.

Email or text alerts. Cardholders can receive daily email or text account balance alerts. They can also choose to receive other alerts, including value load, pending transactions and change in card status alerts.

Smartphone app and mobile web. Cardholders with smartphones can view transaction history and current balances via mobile app. This mobile app also provides turn-by-turn walking or driving directions to the nearest in-network and surcharge-free ATMs.

Employees can self enroll and access pay card information via ADP's myWisely mobile app. During first use of the myWisely mobile app, the employee is instructed to supply a user ID and password.

Cardholders enjoy the convenience and flexibility of having their pay card information on their mobile device — including reviewing account information and locating nearby surcharge-free ATMs. They can also use the mobile app to call our live cardholder customer service line to report their card lost or stolen (support is available in English and Spanish).

The A.V.A. chat feature allows cardholders to chat with our Virtual Assistant to find out most information about their card account. Cardholders have the option to request a replacement card in A.V.A. In Wisely Assistant, cardholders type replacement card. The prompts allow users to confirm the last four numbers of their card, shipping address, reason for replacement and shipping options.

Cardholders can sign up to receive text and email account alerts regarding their daily balance, a low balance, recent transactions and pending deposits onto their pay card. ADP never charges for sending these alerts; however, text or data fees may apply from individual carriers.

ADP's mobile app displays pay statements from up to 26 previous pay periods — toggling between net pay and year-to-date gross pay. Employees can view the full PDF of their actual pay statement, as well as access their Form W-2 information directly from the pay statement application.

For future access to the mobile app, the employee can use the same password, enter his or her fingerprint, or create a PIN (4–10 digits) to simplify data input on the mobile device. The numeric PIN can be used on the mobile device to simplify data input.

Cardholder services line. Employees can review a full transaction history and execute balance inquiries by calling our toll-free cardholder services line 24x7.

Interactive voice response (IVR). Cardholders may call the toll-free interactive voice response (IVR) system to activate the card. To verify the balance or perform other IVR-related functions, a cardholder must first confirm his or her identity by entering the card number, the last four digits of his or her Social

Security Number, and the CSV code on the back of the card. If the card is not available, the cardholder must provide his or her complete name and Social Security Number.

Optional monthly statements. As an optional service for a nominal fee, monthly statements can be mailed to cardholders detailing the pay card transaction activity for the statement period.

Client/employer support

If ADP is selected as Region 4 ESC's partner of choice, appropriate support resources will be assigned to define project scope and develop the project timeline and biographical information will be provided at that time.

ADP assigns a project manager implementation resource and Client Success Executive during implementation once the solution of deployed. The implementation support works to ensure the project continues on time and any issues are escalated, if needed. ADP's VP of implementation and our VP of client loyalty will be available during implementation and throughout the life of the client experience to ensure resources are provided, if needed.

ADP provides two main areas of support to Region 4 ESC during implementation:

Once the implementation process is complete, Region 4 ESC will be supported by the service team. They are responsible for the overall product relationship with Region 4 ESC and for your satisfaction with the services .

Two main types of support are provided to Region 4 ESC:

Strategic account manager. Region 4 ESC's strategic account manager provides training to your administrators to ensure they know how to enter a cardholder, run a report, instantly pay an employee, etc. If technical support is needed, your strategic account manager can assist or connect you with our technical team. Instruction manuals are provided for system use, in additional to the online help feature. Your strategic account manager is accessible 24x7x365 for emergencies.

Client success team. Your client success director assists with train-the-trainer and cardholder training, education, customized marketing and training materials and implementing best practices during rollout. Training may be offered on-site or via webinar, conference calls and training materials.

Our implementation teams create project plans, offer guidance and best practices, help with opportunities in process improvement and discuss in-depth technical solutions. We offer hands-on training from our implementation team coupled with communication guidance now and for the future helps our clients to stay up-to-date and confident in their pay and compliance-related processes as they focus on running their business.

Tax Credit Services

ADP's tax credit services support includes:

- Integrated, web-in or mobile screening process links can be used by applicants anywhere via the internet
- Step-logic questions shorten the application time while maximizing eligibility
- Electronic signature usage increases forms compliance

ADP's client service environment includes a client service manager and client relations manager.

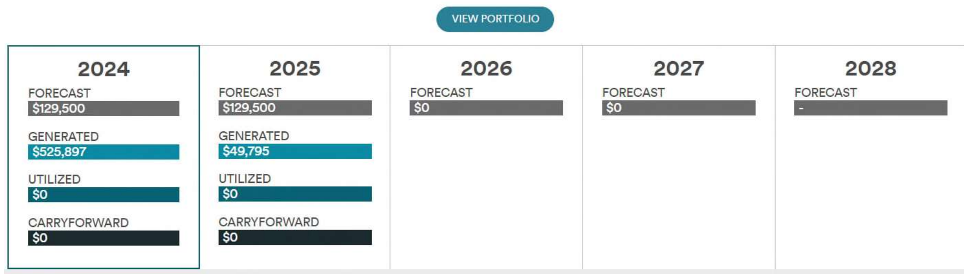
During implementation, the credit optimization specialist partners with ADP's implementation specialist to ensure proper setup and familiarity with Region 4 ESC 's expectations from sales through implementation. Once Region 4 ESC completes implementation and rolls out the credits and incentives, Region 4 ESC is fully transitioned to our credit optimization team where the specialist assigned to your account will guide Region 4 ESC through the entire suite of ADP's robust reporting and program management tools. Once a satisfactory level of WOTC compliance has been achieved, the account is moved to the client service manager who establishes a sound, stable business relationship between ADP and Region 4 ESC . A client relations manager is also assigned to assume responsibility for state and local credits/incentives.

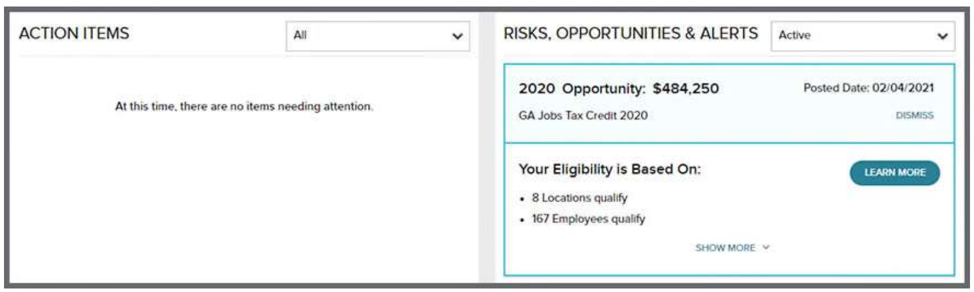
The client relations manager has overall responsibility for daily operations, client communications and coordination of efforts. A typical client relations manager averages 10 years of experience specializing in tax credits and incentives. Their backgrounds include experience at public accounting firms, legal/consulting firms and private industry. Advanced credentials include a master's degree in taxation, Certified Financial Planner (CFP), Certified Public Accountant (CPA) and the Juris Doctor (JD) degree.

The client service manager works closely with Region 4 ESC's corporate stakeholders to ensure timely communication with all responsible parties. He or she also facilitates reporting needs and interactions with field locations as needed.

Region 4 ESC's designated ADP client service team is available at all times through company-issued smartphones that allow monitoring of email and voice messages during and after regular working hours. In addition, an assigned compliance associate partners with field locations for follow-up and ensures all tax credit paperwork is submitted and processed in a timely manner.

All credits and incentives are tracked on our Incentives Manager dashboard available through the ADP SmartCompliance portal. The dashboard provides easy insight into credits forecasted, generated and used each year. It includes a secure portal for data exchange for credit calculation and delivery and highlights credit opportunities Region 4 ESC may not yet be receiving. The Incentives Manager dashboard promotes program visibility and confidence, helps reduce effort, supports compliance and expands your opportunities.





Health Compliance

Client support

Employers benefit from ADP's expertise in Health Care Reform and compliance, our agency relations team, and other industry thought leadership research and efforts.

Our health compliance service organization is comprised of more than 200 associates. These ACA specialists are trained, tenured and able to provide our clients the understanding and interpretation necessary for ACA IRS and applicable state employer reporting.

ADP Health Compliance service members provide monthly reviews for ACA eligibility, affordability, and ACA health coverage reporting (IRS & applicable states); Notice of Coverage services; and exchange, IRS and state agency penalty notice support. In addition, our clients have both monthly and year-end views of Forms 1094-C/1095-C generated and projected based on data provided throughout the year. Your assigned ADP Health Compliance account manager also assists you after your ACA IRS and state employer reporting transmissions are complete with any necessary corrections, updates, reprints and re-transmission activity.

The service team typically comprises:

- *Assigned service associate*. Coordinates overall processing as well as monthly and annual reviews.

- *Team leads*. Work behind the scenes to optimize processes.
- *Data operations team*. Works to integrate and aggregate systems of record.

ADP Health Compliance service hours are Monday through Friday from 7:30 a.m. to 8:00 p.m. Eastern time (except on ADP-designated holidays).

ADP also provides thought leadership and training materials to our clients via several different forums, including:

- ADP monitors legislative/regulatory updates. We publish this information to all clients via Spark powered by ADP with features such as Legislative updates (formerly "Eye on Washington") available through online publications, webinars and user conferences.
- The Bridge, sponsored by ADP (thebridge.adp.com), is a moderated online community where clients can communicate and network with each other. Materials are available to support client learning such as job aids, user guides, and videos.
- The Resources tab within ADP Health Compliance houses materials to assist with training your teams to understand health compliance in general, as well as specific features and functions within ADP Health Compliance.

Materials are updated to incorporate lessons learned, client insights, new regulatory requirements, and product updates throughout the year. Your assigned ADP Health Compliance account manager is also available to address specific questions.

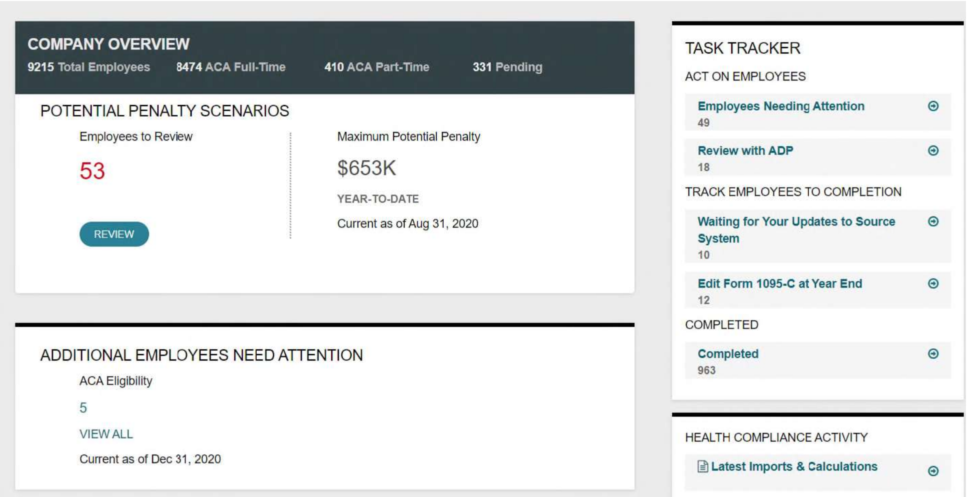
Online access

ADP Health Compliance includes a dashboard that allows Region 4 ESC's designated users to view critical data at multiple levels. Different tiles on the dashboard provide access to drill down into each area for further review. Provided on a FEIN and applicable large employer (ALE) level, initial key metrics focus on the total number of employees, employees designated/measured as ACA full-time or ACA part-time, and employees waiting on measurement. ADP continues to improve the ADP Health Compliance experience with details such as:

- *Proactive penalty avoidance dashboard*. The goal of the streamlined dashboard is to prioritize the items that need attention.
- *Potential penalty scenarios*. The amount now adds IRS Section 4980H(b) (the “B Penalty”) to the 4980H(a) (“A Penalty”) that was displayed previously.
- *Navigator*. Prioritizing your work and that of your account manager enables you to streamline the topics for your monthly calls and shift to a more strategic focus. The navigator enables you to take the following actions for each issue:
  - *Accept As-Is*. Take this action on ongoing items that do not require action on your part. These issues will be moved into Completed status in navigator.

- *Update Source System*. Select this action for items you intend to update in your source system. These issues will show up with Awaiting Source System of Record status in the Tracker and will automatically move to Completed status when your source system updates are received by ADP Health Compliance.
- *Edit 1095-C Form at Year-End*. Apply this action to issues you know you will address at year-end. These issues will appear with Edit 1095-C Form at Year-End status in navigator and, later in the year, you will be able to edit the later from this tab in navigator.
- *Review with ADP*. Indicate items that you want your account manager to research with this action. These issues will be moved into Review with ADP status in navigator and your account manager will review them and address them with you.

The dashboard provides direct links into functionality that requires action on your part; summarizing details regarding your organization, your potential penalty areas of risk, employees that "need attention" for research, data or correction, and a summary of your navigator and Health Compliance activity, employers are provided everything for your ACA strategy at your fingertips, including federal and state employer reporting.



Unemployment Claims (Experian)

Region 4 ESC is assigned a dedicated team of professionals who become familiar with your personnel, policies, procedures and service objectives so we can deliver quality service. The service team consists of:

- *Account executive*. This individual establishes communication and processing procedures, conducts meetings and educational workshops, resolves program issues and provides periodic reviews of the program.
- *Claims analyst*. The dedicated claims analyst is responsible for gathering separation data, protesting claims, filing appeals, conducting preparation of hearings and providing consultation for hearing participation. This individual handles claim cases from the initial claim filing through to the appeal preparation process and is your primary contact for protesting claims, soliciting needed case information and filing appeals.
- *Hearing representative*. The hearing representative provides consultation, prepares the witnesses for the hearing and provides hearing representation.
- *Tax analyst*. The tax analyst reviews the accuracy of your tax rate notices and makes recommendations regarding voluntary contributions. He or she is available to answer any questions related to all UI tax matters including unemployment taxes paid, state-rate computations, rate appeals, tax-rate assignments, etc.
- *Data coordinator*. Your data coordinator is responsible for setting up and maintaining all data related to the client database. This information includes the client's reporting and tax structure, as well as client users for the web reports system.

In addition, ADP employs associates who are dedicated to negotiating with the state agencies to obtain technological and/or procedural solutions for our clients. This team also tracks ever-changing legislation and communicates this information to our claims/appeals processing teams. This flow of information assists in complying with state laws and regulations and enables us to immediately take advantage of any new "employer-favorable" legislation.

To maintain ongoing quality service, each of the staff members assigned to the Region 4 ESC account will have designated backup to ensure service continuity should the primary representative have a scheduled or unscheduled absence from work.

In addition, our solution offers several web-based tools:

Online reporting. Your designated employees use ADP's UC reporting tool for instant, secure web-based access to the unemployment information they need when they need it, including:

- Employee-level claim detail.
- Customized reports by date range.
- Data retrieval for selected program parameters.
- Exporting capability to Excel and other desktop applications.

Our management reports can help Region 4 ESC analyze the sources of unemployment activity and establish accountability for the resulting unemployment costs. Your dedicated client relationship/account manager reviews the reports and provides recommendations for improving the program results.

Reports provide unemployment activity figures (number of separations, claims filed, claims protested and decisions) according to your organizational hierarchy. Detailed reports for each location show individual claimant eligibility and unemployment benefits paid, as well as the reason a protested claim may have been lost.

Instant access to employee-level claim detail is also available through our web-based communications system. This user interface delivers more data, insight and control, which helps employers reduce costs and meet their compliance obligations. The web-based access provides employers with a centralized, secure dashboard for managing all unemployment claims activity.

Claims communication portal. This dynamic portal allows visibility to claim data as it is received from the state agencies. Region 4 ESC has visibility through the unemployment insurance (UI) process to ensure the correct information is captured for each separation. We have complete, detailed information at the initial claim level, which can improve the number of cases won. Teams can also better focus on consulting with you.

Educational materials. Educational materials include:

- *Reference chart*. Provides current state unemployment insurance (SUI) taxable wage base, minimum/maximum tax rates and weekly benefits amounts.
- *Case studies*. Review real-life applications of the UI process. Some of the issues covered include “the final incident,” “poor performance versus misconduct” and “case law and employer liability.”
- *UI forum*. Provides timely articles and information on UI issues affecting employers. Recent articles include “The Importance of Reviewing Tax Rates” and “Unemployment and Identity Theft.”

Unemployment Claims (Equifax)

Each client is assigned a dedicated team who becomes familiar with your personnel, policies, procedures and service objectives. The service team consists of:

- *UC client relationship manager*. Your UC client relationship manager oversees ADP’s UC relationship with Region 4 ESC. He or she engages team members to ensure our solution meets your service expectations. This individual establishes communication and processing procedures, conducts meetings and educational workshops, resolves program issues, and periodically reviews the program. Individuals in this role average 15+ years of SUI or H.R. experience.
- *Claim representative*. We assign Region 4 ESC a dedicated claim representative. This individual receives extensive training which, along with the sophisticated unemployment insurance (UI) system and the state parameters engine helps them accurately process claims for all states in a and timely manner. Claim representatives also gather separation data, respond to state agencies, file appeals and provide consultation regarding hearings. Your claim representative handles claim cases from the initial claim filing through the appeal preparation process. He or she is your primary contact for protesting claims, soliciting case information and filing appeals. Individuals in this role average 10 years of experience.

- *Hearing consultant*. Your hearing consultant provides consultation, prepares the witnesses for the hearing and provides hearing representation. Individuals in this role average 15 years of SUI experience.
- *Tax analyst*. Your tax analyst reviews the accuracy of your tax rate notices and makes recommendations regarding voluntary contributions. He or she is available to answer any questions regarding unemployment insurance (UI) tax matters, including unemployment taxes paid, state rate calculations, rate appeals, tax rate assignments, etc. Individuals in this role average 15 years of SUI experience.

ADP also employs government relations analysts who maintain relationships with the state agencies to obtain regulatory information and technological and/or procedural solutions that benefit our clients. This team tracks ever-changing legislation and communicates this information to our claims/appeals processing teams. This flow of information assists in complying with state laws and regulations so we can immediately leverage any new “employer-favorable” legislation.

To maintain ongoing quality service, associates assigned to Region 4 ESC’s account also have designated backups to ensure service continuity.

In addition, our solution offers several web-based tools:

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Employment Verifications

A dedicated client relationship management team is assigned to work with our clients to oversee the relationship and act as a consultant for the service. This team provides compliance updates, usage updates and data that supports the service. This client relationship management team is available during normal business hours and responds as soon as possible to requests received outside business hours.

Live customer service assistance is available for employees via a toll-free telephone number or email Monday through Friday from 7:00 a.m. to 8:00 p.m. Central time and for verifiers Monday through Friday from 7:00 a.m. to 7:00 p.m. Central time.

Region 4 ESC’s designated primary and secondary contacts may also contact the solution support team Monday through Friday from 7:00 a.m. to 7:00 p.m. Central time.

Located in St. Louis, Missouri, these professional teams of client service representatives are dedicated to assisting employers, employees, verifiers and social services agencies. Representatives respond to service-related technical requests and, if needed, escalate and follow up internally until your issues are resolved. These associates are trained and monitored to ensure they offer the highest level of assistance to all callers.

Region 4 ESC should provide employees, verifiers and agencies with the toll-free support number when assistance using The Work Number® is needed. Issues should be reported to the customer service center so a support ticket can be opened in our incident management system.

A special toll-free telephone number is available for users preferring to use TTY or TDD devices.

In addition to the customer service team, a dedicated client relationship management team is assigned to oversee the client relationship and act as a consultant for the service. This team provides compliance updates, usage updates and data that supports the service. This client relationship management team is available during normal business hours and responds as soon as possible to requests received outside of business hours.

For all other ADP verification alliance partner questions or service-related inquiries, your ADP account manager will act as your primary contact.

Your designated webManager administrators' online experience allows them to search by an employee's name or Social Security Number to:

- Block or unblock an employee's record.
- Change an employee's status from "active" to "inactive."
- Access monthly reports.
- Set the salary key expiration interval.
- Maintain notes or disclaimers on verifications.
- Generate promotional codes.
- Submit verifier information.
- Update the contact information for your account.
- Reset and/or confirm an employee's PIN.
- Review an employee's verification data for accuracy.
- Download communication templates.

Employees access the site directly at http://theworknumber.com. Employee access is provided via the user ID and PIN structure determined by ADP or Region 4 ESC. Region 4 ESC communicates login information to your employees.

WorkMarket

Client support

Your account executive is your strategic contact throughout onboarding.

The implementation team includes the following resources:

- Project manager
- Solutions engineer
- Account manager/Strategic account manager
- Executive sponsor

After your account goes live and you are successfully routing work to independent contractors, Region 4 ESC is served by the WorkMarket customer support team for day-to-day service questions. This U.S.-based team, with offices in Long Island, NY and Maitland, FL is available Monday through Friday 8:00 a.m. to 7:00 p.m. Eastern time and can be reached via chat, email or phone.

WorkMarket's Help Center is available 24x7, and we have a dedicated support team for technical issues and to support requests from the independent contractors.

As part of the customer support team, the solutions engineer, who is part of the implementation process, is your main contact, providing technical solutions for automation and system integration needs, including finalization and scope requirements, solution delivery and supporting Region 4 ESC testing.

Online experience

The WorkMarket client access portal allows Region 4 ESC to extend visibility and collaboration across stakeholders from both within your organization and your clients' teams. The portal offers access to work details (such as the status of a project or e-signatures) online and via a mobile-friendly interface. The portal can be personalized to your branding, configured for necessary permissions and optimized for mobile. Your managers and clients can use the portal to:

- Create assignments
- Review assignments
- Approve assignments
- Manage documents

In addition, the portal offers powerful search and filtering capabilities to search by status, date and any metadata on the assignment.

Comprehensive Benefits

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Comprehensive Benefits

June 19, 2025

Presented By

Joe Moyer
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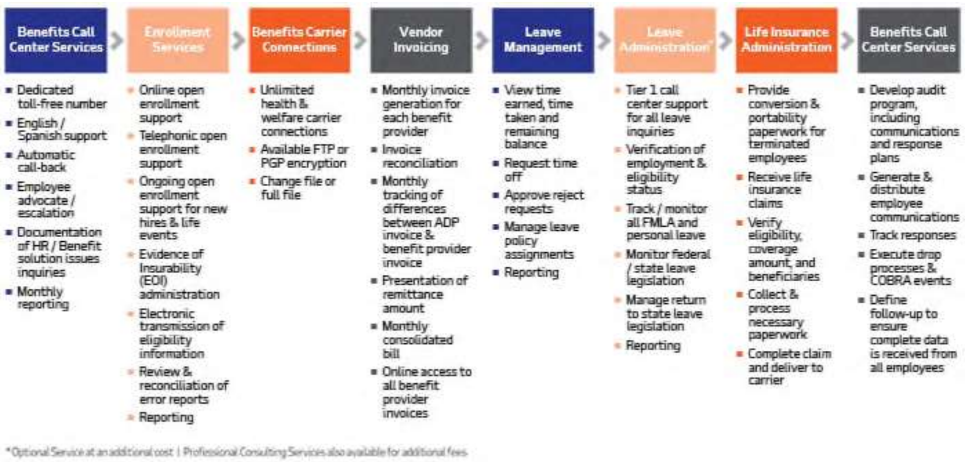
Comprehensive Benefits

Benefits administration

Our benefits administration service model, combined with our comprehensive, web-based HRMS, brings Region 4 ESC a unified solution that stays current with industry regulations, reduces costs and integrates with payroll and your insurance carriers. By integrating a dedicated benefits specialist service team into our HCM offering, our complete solution helps eliminate your administrative burden and allows you to focus on your organization's strategic goals.



Through our full-featured benefits offering, Region 4 ESC 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.

This 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 bid 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 (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 Region 4 ESC 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 (approve, pend or reject) enrollments submitted by employees in accordance with benefits plan provisions and Region 4 ESC-approved administrative procedures. Work status changes must be initiated by Region 4 ESC HR.
- *Evidence of insurability (EOI) for life and disability coverages*. Benefits analysts identify all enrollments requiring 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 carrier in the provided envelope. Benefits analysts process all approvals or rejections per the benefits carrier.
- *Electronic transmission of eligibility information to all benefits carriers that accept this format*. We can also support manual transmission to benefits carriers that cannot receive electronic transmissions or where the number of enrollments does meet the carrier's thresholds. Manual transmissions occur via an ADP-formatted Excel spreadsheet.
- *Review and reconciliation of error reports*. ADP's service team reviews and reconciles any error reports generated by our HCM solution, as well as by benefits carriers receiving eligibility data electronically.
- *Access to standard report templates*. Region 4 ESC can generate standard enrollment reports. Alternatively, benefits analysts can generate up to five standard reports each month.
- *Access to standard and analytical reporting tools*. Unlimited access to these tools can help you meet your reporting requirements.

Benefits employee service center. The benefits employee service center gives Region 4 ESC 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.

Region 4 ESC 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. to 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:

- Bilingual support for English-and Spanish-speaking employees.

- Automatic call-back capabilities to employees who select this option.
- Employee advocate/escalation point with insurance providers for issues regarding eligibility, generation of ID cards, enrollment and claim status.
- Documentation of ADP system (and other general inquiries) in our contact relationship management (CRM) system.
- Monthly status report on service center activity and statistics (number of calls, average call length, longest wait time, average wait time, call abandonment rate and types of calls received).

Dedicated, experienced HR professionals ensure all benefits plan and eligibility issues are addressed quickly and consistently.

Benefits carrier connections. Region 4 ESC has the unique opportunity to improve productivity in-house, as well as to improve administrative processes as you extend beyond 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. Region 4 ESC can deliver regularly scheduled electronic files to the appropriate parties via secure dropbox 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 to quickly establish connections with other systems. If Region 4 ESC requires a connection not currently in our library, we work with you to meet that need.

Carrier invoicing. Carrier invoicing provides Region 4 ESC an alternative for generating, reconciling and paying invoices from benefits carriers. Whether you have a list-bill or self-bill arrangement with the carrier, 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:

- Monthly benefits carrier invoices are generated for each applicable Region 4 ESC carrier. ADP benefits analysts generate invoices in accordance with the schedule provided by the benefits carrier. 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.
- The generated invoices are reconciled to the carrier’s list bill (for any benefits carrier that is not self-billed). All differences are identified on the benefits carrier’s invoice with a comment explaining each difference.
- Differences between ADP's invoice and the carrier's invoice are tracked each month to ensure the cumulative difference does not exceed a pre-defined 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 carrier’s invoicing or eligibility systems.
- The remittance amount and supporting detail are sent to the benefits carrier with the payment.

- A monthly consolidated bill is generated (if requested).
- Online access to all benefits carrier invoices is provided.

Affordable Care Act (ACA) and compliance reporting

ADP's ACA solution allows Region 4 ESC to collect the data required for compliance reporting. Because our HCM solution is built on a single database, all HR, payroll and benefits data exists in one place. Data is accurate and easily accessible, which is imperative for reporting on your employee benefits offerings and fulfilling ACA annual reporting requirements.

Region 4 ESC can certify the benefits plans you offer qualify as meeting the minimum essential coverage, minimum value for coverage and ACA affordability definition.

ADP provides you with easy-to-read dashboards, screens and reports that prominently highlight ACA information. Region 4 ESC 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.

Leaves administration

ADP Total Absence Management (ADP TAM) is an optional leaves administration solution that can help Region 4 ESC reduce complexity, ease the compliance burden and control costs across your organization. ADP TAM is configurable to meet Region 4 ESC's needs; fully automated to support consistent administration; carrier independent; and compatible with ADP's HRMS, payroll and workforce management products.

Our automated leaves administration system has a rules-based architecture with an embedded, established knowledge base of federal and state rules, as well as Region 4 ESC's specific leave policies.

We offer more than just a system or Software as a Service. In addition to a robust, nimble system, ADP provides additional support to employees and HR practitioners. HR practitioners can leverage a designated resource who assists with account oversight, employee-level inquiries, research and resolution of data issues.

ADP also offers service center (call and chat) support for Region 4 ESC's employees. Enabling them to receive assistance with leave requests and answers to associated questions gives them the personal touch and empathetic interaction needed when an employee requires a leave of absence.

Life insurance administration

Our optional life insurance administration service comprises:

- Maintenance of eligibility information in ADP's system, submission of a life insurance claim by a claimant and coordination of the claim between the claimant and the respective benefits carrier(s).
- Dissemination of conversion and portability information to terminated employees enrolled in benefits plans offering conversion and portability options.

Our service offering includes:

- Receiving life insurance claims; claims may be sent to ADP by your HR department, the employee or the claimant.
- Verifying eligibility, coverage amount and beneficiaries recorded in the ADP application.
- Generating and transmitting a condolence letter to the claimant with appropriate forms and instructions.
- Adjusting benefits, as appropriate, pursuant to Region 4 ESC’s benefits plan provisions and protocols to address a death event.
- Collecting and processing paperwork required of the claimant.
- Responding to claimant questions and inquiries.
- Reviewing paperwork submitted by the claimant to ensure accuracy and completeness.
- Sending all required paperwork, the death certificate and ADP documents related to the coverage amount and designated beneficiaries to the benefits carrier via overnight courier service.
- Providing conversion paperwork to terminated employees seeking to convert current company-provided coverage into a non-company sponsored individual life insurance policy.

Lyric HCM

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Lyric HCM

June 19, 2025

Presented By

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Lyric HCM Summary

Large enterprises like Region 4 ESC are facing complexities of today's borderless work – work that is happening outside of traditional organizational charts – work that must keep up with new technologies.

- Employers today need an HCM system that provides value to employees and guidance for leaders – without being a heavy burden for IT.
- Employees want smart, personalized tools like the apps they use at home.
- HR needs their HCM to generate reliable intelligence for decision-makers.

Current ERP-based human capital management (HCM) systems make it difficult for organizations to respond as they are often less flexible, less adaptable and less insightful. HCM systems based on traditional reporting structures can't easily reflect how people actually work together. Impersonal experiences aren't relevant to each employee's distinct needs – so people outside of HR don't always find the HCM as useful as they'd like. Systems are unable to display true working relationships and, therefore, can't offer new insights to leaders who need decision-making guidance. Outdated technology doesn't adapt easily when changes are necessary – and usually doesn't integrate well in modern cloud-based environments.

That was yesterday.

What if today's HCM reflected the real ways your people work together worldwide to create personal, relevant experiences for each employee?

What if you trusted your HCM system to automate tasks, recommend actions and inform your decisions?

What if your HCM platform not only enabled you today, but propelled you to truly adapt and respond strategically to changes tomorrow?

ADP Lyric HCM is the **flexible**, **intelligent**, **human** solution that brings meaningful experiences to your workforce **anywhere** they are, with guidance for informed decisions and adaptable technology that unifies your enterprise without getting in the way of growth.

Flexible

Lyric adapts to your unique needs, providing flexibility to build your HCM experience based on how you run your organization.

Organizational adaptability - Reflect how people work together

Lyric easily adapts to the structure of your organization – and how people work together. By empowering managers to identify and dismantle silos, enhance engagement and performance, Lyric helps foster a culture of connection through:

- *Traditional and dynamic teams*. Organize people practically any way you need to – from traditional teams such as hierarchical management reporting structures to dynamic (flexible and oft-changing) teams based on geography, functional area, strategic initiative, or business group. Plus matrix reporting management lets you see who works together with the ability to build, view, refine and report on complex matrixed organizations (that cross borders, functional areas or divisions).
- *Job-based or position-based* – unique flexibility to organize and manage your workforce around jobs or positions.
- *Flexible compensation structures*. Tailor compensation structures to the precise needs of your organization – now and as it changes.
- *Configurable workflows*. Define, automate, and tailor unique workflows for your organization – with easy configuration tools, backed by powerful automation to intelligently interpret the circumstances of each situation, and adapt the workflow based on the criteria you've defined.

Flexible payroll | Pay everyone, anywhere

Lyric provides al payroll flexibility for even the most complex compensation structures by providing an adaptable system that helps ensure employees are compensated by your defined policies.

- *HR and payroll natively together*. A single, unified user experience that brings HR and payroll together in a single view.
- *Off-cycle/on-demand pay*. Easy, guided workflows allow employees to be paid whenever they need to be paid—even outside of regular payroll cycles.
- *Automated tax jurisdiction identification*. AI-powered retrieval of the possible tax jurisdiction for a given employee, intelligently interpreting cues within the data and presenting options to the user.
- *Continuous calculations*. Continuous payroll calculation is used to prepare and validate payroll during the pay period.

Employee Management | Streamline workforce management

Lyric helps organizations manage complex work arrangements and employee movement.

- *Global transfers*. A streamlined workflow to automate the steps for cross-boarding, permanent, or temporary transfers.
- *Multiple work arrangements for a single employee*. Flexibility to manage complex work arrangements – adapting workflows and user experiences for employees who work in multiple roles or positions, even in different locations.
- *Multi-manager timecard approval*. Flexibility to authorize multiple managers for timecard approval for a given employee – helping ensure approvals are precise yet quick and don't delay other processes.

Customized integrations | Easily connect in your environment

Lyric redefines data connectivity across your enterprise, offering a sophisticated yet streamlined approach via our integration options including:

- *ADP Marketplace*. ADP Marketplace is a digital HR storefront that enables you to connect and share data across all your HR solutions. It simplifies your HR processes, reduces data errors and drives your business forward with easy-to-use APIs and apps that integrate with Lyric.
- *ADP® API Central*. Tightly connect Lyric within your enterprise – without a heavy IT burden for development, testing, and maintenance. Rely on the single source of ADP API Central – where you can instantly access secure APIs, tools, and resources to quickly automate your business processes.
- *Lightweight file integrations*. Lyric provides simple, easy-to-implement data connectors that integrate employee, pay, and other data among your other systems.
- *Low-code development*. An intuitive, graphical development approach doesn't require advanced technical programming skills, so ADP can quickly develop new capabilities and workflows—including embedding AI within the platform and generating code using GenAI itself—so your HCM evolves more rapidly and helps your organization respond quickly to unforeseen changes.

Intelligent

Equip users to make informed decisions with relevant insights and action items embedded directly into workflows. ADP Lyric brings you AI and ML that discern patterns and provide timely nudges and insights from ADP's unparalleled set of 41 million HCM datapoints.

Natural Language Interface | Work in your own voice

HR professionals, business leaders and employees receive valuable guidance, insights, and support across every aspect of HR – payroll, time, talent, benefits, recruitment, analytics, reporting and compliance – through natural language interactions in Lyric's easy-to-use experience.

- *ADP Assist*. ADP's thoughtful use of generative AI enhances productivity and decision-making with data-driven insights. Practitioners, managers, employees, and executives can rely on ADP Assist to streamline tasks through human-like conversations.
- *Natural language search*. Ordinary, everyday language is used for queries or commands, so users can input questions or statements as they would naturally speak or write. By understanding the context and intent, Lyric's advanced intelligence quickly presents the information or guidance in a comfortable and familiar interaction.

Embedded Insights | Enable smart decisions

Lyric seamlessly integrates crucial benchmarks and data points throughout all experiences in the application. By offering valuable insights and guidance as users navigate various tasks, Lyric empowers users to make informed decisions.

- *Predictive and embedded analytics*. Forecast your organization's future – such as predicting a new hire's success, forecasting turnover, identifying future skill requirements or recognizing potential burnout. Inform decision-makers by placing trusted benchmarks and analytics directly within the flow of work.
- *Personalized employee insights*. Enhance the workplace experience and guide the employee career journey by curating AI-driven, individualized recommendations.
- *Dynamic reporting*. Bring decision-makers, leaders, and practitioners the power to ask – and answer – practically any question. Lyric's dynamic reporting is so powerful that users can simply select the categories of desired information and generate reports that display real-time, current-to-the-moment data.

Policy Personalization | React to the unique circumstances behind each interaction

Lyric uses intelligent automation and global insights to adapt to the local needs of users in each geography – adjusting workflows, record formats, or reports – to help comply with local regulations, customs, or business practices.

- *Policy personalization*. Revolutionize how employees worldwide understand and apply corporate policies to their unique, individual circumstances. Powered by AI, Lyric dynamically interprets complex policy documents and real-time data about the employee's situation to proactively offer personalized policy recommendations.
- *Intelligent/criteria-driven workflows*. Lyric automates personalized experiences in ways no other HCM can – by placing unique markers on workflows like onboarding or time-off requests, policies such as regional T&E guidelines, or profiles like pay groups. Instead of generic interactions, Lyric makes experiences meaningful.

Human

Lyric intelligently adapts to individual needs to help make every interaction effortless, informed and deeply human-centered. Whether encouraging employees during challenging times or celebrating milestones, Lyric's prompts and messages help companies connect with their employees on a more human level. Lyric provides a supportive and tailored experience that helps keep your workforce engaged.

Personalized Employee Experience | Humanize each interaction

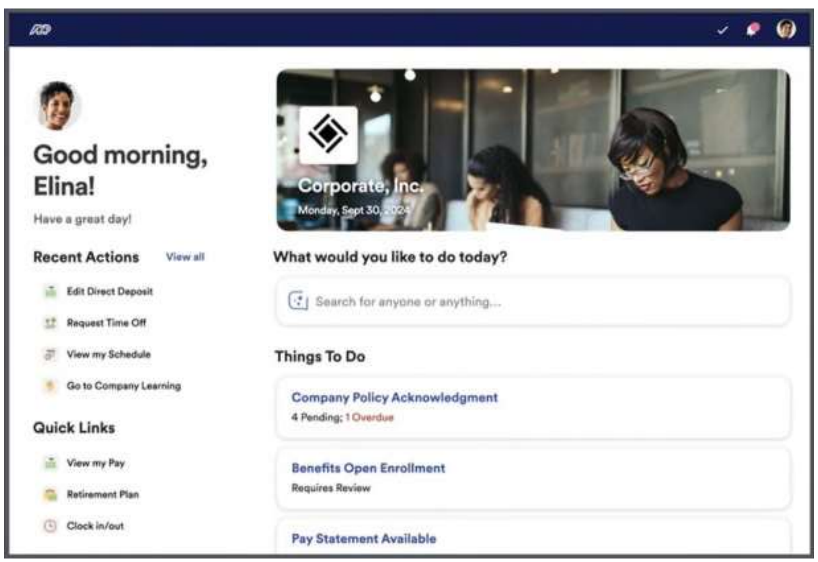
Lyric uses data and machine learning algorithms to recognize and understand each user's needs, role and circumstances. The system recognizes individual preferences, historical usage patterns and activities to curate experiences uniquely tailored to the individual.

- *Employee journeys*. Your workers can rely on Lyric for helpful support and direction to guide them through critical stages of their employee lifecycle—such as onboarding, performance management, or offboarding.
- *Personalized and custom dashboards*. Dashboards are dynamically tailored to the user's role, location and everyday tasks; custom dashboards offer the ideal collection of capabilities for each user role – with tailored tools and insights crafted with targeted information and functionality.
- *Curated system messages and proactive nudges*. Leaders and workers can rely on proactive nudges to guide the right action at the ideal time.

Moments that Matter | Guide significant life or workplace events

Lyric provides a human-centered approach by personalizing experiences around the entirety of life or work events. By anticipating relevant tasks and actions and combining resources like company policies or compliance regulations, Lyric helps users navigate their most meaningful moments quickly and confidently.

- *Guided workflows*. With Lyric, leaders and workers alike won't have to guess their way through complex administrative processes. Guided workflows prompt users through each step with helpful humanizing directions and easy access to supporting information.
- *Personal life events*. Lyric offers simple, natural-language queries that return helpful guidance for life events on the necessary steps, policies and suggested actions, tailored to the individual's work location and unique circumstances.
- *Professional events*. Lyric provides helpful guidance for professional events like promotions or transfers, setting the context for what's needed and prompting crucial steps within each process.



Employee Engagement & Coaching | Drive employee retention

Lyric creates inspiring, rewarding interactions for each employee from hire to retire – with periodic check-ins, interactive coaching, and ongoing career development.

- *Career development*. Lyric goes far beyond administration and record-keeping, by offering career development guidance – strengthening retention and fostering engagement.
- *Employee check-ins & coaching (via StandOut)*. Discover each worker's strengths and foster the work that best engages those strengths. Use weekly check-ins to boost engagement and drive retention – with strengths-based coaching based on research-backed guidance by ADP's experts.

Anywhere

Operate confidently and securely across multiple locations while delivering a more human-centric experience. By relying on a single provider for comprehensive security, deep regulatory expertise, and proven best practices, you can confidently bring everyone in your global enterprise together on a unified HCM solution.

Lyric is intuitive, efficient, and customized to fit your needs so you can rely on one streamlined platform to give you complete visibility of your workforce.

Single Solution | Bring your enterprise together

With Lyric, your practitioners, people leaders and employees all work within the unified experience of a single-vendor global HCM and payroll solution. Backed by 75 years of experience, ADP's global implementation team, support methodology and client success program provide strategic guidance to help align Lyric to your objectives.

- *Single-vendor solution*. Standardize your organization on a single solution and simplify compliance with local regulations. Lyric is a unified global HR, payroll, and time management solution for multinational organizations. It brings a consistent user experience to everyone across your global enterprise—regardless of their location—and simple, streamlined administration to your IT staff and practitioners.
- *Global implementation/service*. For even the most complex and vast deployments, ADP's decades of expertise ensure a successful go-live and superior support. Experienced specialists work within a proven methodology to configure the solution, connect within your environment and align to your business objectives. Senior executives oversee global program management – with local specialists dedicated to your payroll, HR, integration, and IT/technical requirements. ADP's global scale supports your multinational enterprise needs and provides the strategic guidance to continually align your global solution with your goals.

Anytime, Anywhere Access | Work wherever and whenever work happens

Lyric enables your global enterprise to operate confidently and securely across international locations. Practitioners and employees can access Lyric anywhere at any time and still have powerful capabilities to complete complex tasks.

- *Global scope*. Lyric was architected from the ground up to be truly global. The solution intelligently adapts to country-specific business requirements, interacts in multiple languages and scales to the responsive performance expectations of thousands of employees worldwide.
- *Mobile app/access*. ADP's award-winning mobile app puts powerful capabilities, deep insight and helpful guidance in the hands of every employee.
- *Web-based/cloud-native*. An agile, resilient, and scalable cloud-native application, Lyric uses microservices, containerization and orchestration tools to rapidly adapt to changing business needs and easily handle increased loads. With enhanced reliability, automated recovery, and continuous deployment capabilities, Lyric will help reduce your organization's IT cost and burden.

Security, Data Privacy, & Ethics | Secure and resilient services

Lyric is deployed in a secure and resilient cloud environment to help protect your information, and we dedicate significant annual investment to security and data protection.

- *Security infrastructure*. Multiple layers of security protection are embedded into the solution, our business processes and infrastructure. Your organization can rely on industry-leading advanced platform defense, intelligent detection, automated data protection, fraud defense, and identity and access management.
- *Worldwide payroll/HR compliance specialists*. Lyric goes beyond technology alone – with experts to help keep your organization compliant where you operate. ADP's worldwide compliance professionals monitor payroll, tax, and other HR regulations, offering on-demand insight to help your organization understand regulatory requirements and maintain compliance.
- *GDPR*. Spanning the globe means complying with global data policies like GDPR. Since March 2018, ADP has ranked among an elite group of companies worldwide to have gained regulators' approval to

implement BCRs as both a data processor (covering the processing of clients' data) and data controller (covering the data of our employees and other business associates). ADP's BCRs evidence our "gold standard" compliance approach toward the GDPR.

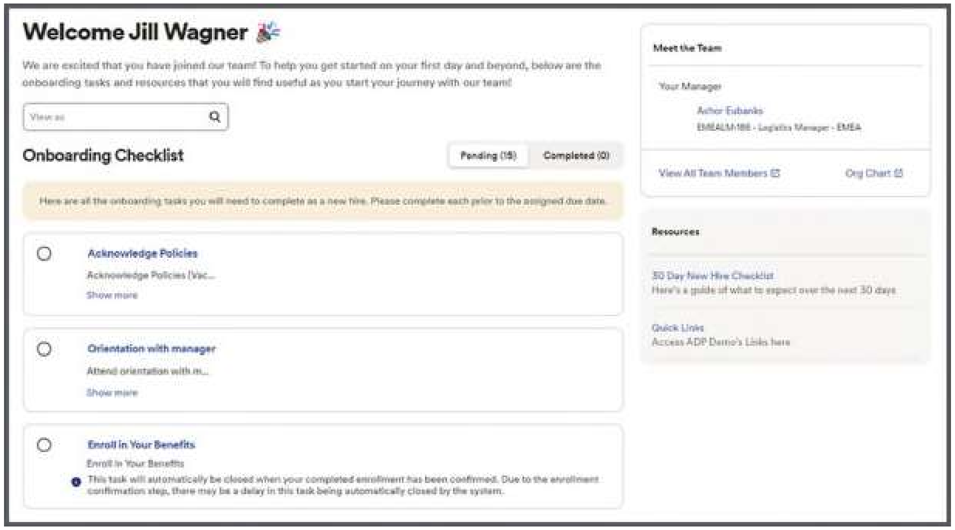
Lyric was built to address these and so many other common business challenges to help employers like Region 4 ESC bring a personalized experience, make informed decisions and enable secure HCM operations wherever you operate today and in the future.

Lyric HCM Solution Overview

Human Resources

Lyric helps automate and streamline employee recordkeeping, manage complex organizational structures and create tailored workflows for all workers.

- **Global at the core**, Lyric is a single global system of record designed to support compliance globally and accommodate the needs of different cultures and locations seamlessly.
- **Delivers configurable** HR. Region 4 ESC choose the applications that suit your organization and your distinct needs to keep your data flowing seamlessly across systems.
- **Dynamic teams** are represented through culture, workflows, approvals, performance, onboarding, surveys and all activity at the team level to enable Region 4 ESC to be agile and high-velocity by leveraging cost centers, legal entities, concurrent employment and other alternative structures reflecting the true nature of work.
- Lyric transforms roles and responsibilities through **position management** so an individual employee can hold multiple positions within the organization with different allocations directed to different cost centers and locations.
- Lyric delivers **flexibility through mobility** with comprehensive functionality across HR, payroll, time and benefits to help improve employee communications, drive productivity and increase employee engagement.



Lyric HR automates and streamlines essential HR functions, enhancing efficiency and engagement across your organization. Key features include:

New Hire Onboarding: Automate and personalize the onboarding process for new hires.

Organization Management: Structure your enterprise – through positions, jobs and dynamic teams; manage openings and vacancies and execute mass changes.

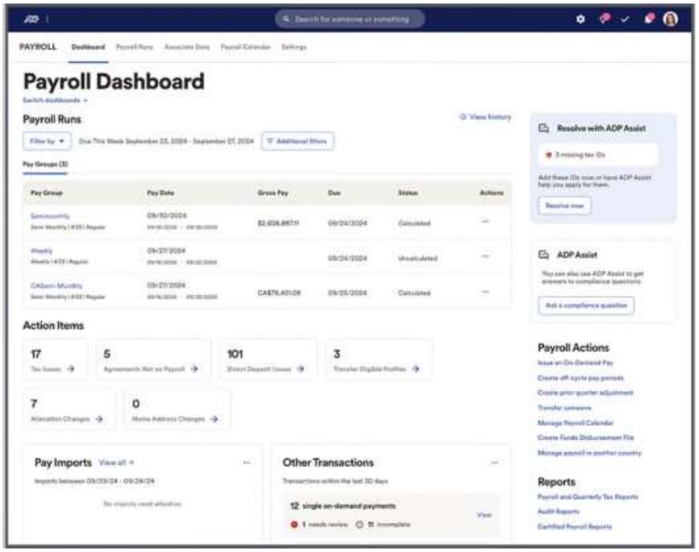
Employee Management: Streamline job changes, transfers, leaves of absence, terminations and offboarding.

Policy Acknowledgments: Ensure seamless distribution and acknowledgment of company policies.

Compliance Tracking & Reporting: Maintain compliance using automated tracking and reporting.

Payroll

Lyric Payroll helps Region 4 ESC manage the entire payroll process — from customizing pay grids and reports to streamlining key payroll functions — with a flexible system that is easy to learn and accessible from anywhere. You can minimize costly payroll errors, offer employees the preferred payment options, and pay insight they expect – while your payroll team can focus on initiatives that directly impact your business goals.



Adaptable Payroll Processing: Efficiently manage the entire payroll process with powerful, automated workflows that easily flex to your unique needs.

Trusted Accuracy: Using intelligent algorithms to validate pay data, Region 4 ESC can better isolate issues and preemptively resolve errors.

Global Compliance: Address local tax laws, labor regulations and reporting requirements.

Flexible Pay Options: Offer employees multiple options to receive their pay, in their preferred payment methods.

Powerful Self Service: Give employees anytime, anywhere web and mobile access to view pay information, modify pay preferences and retrieve pay history.

Lyric Payroll is an interconnected component of our full-scope HCM solution developed completely within the same data model. With our HR structure built on associates' ability to hold multiple positions within your organization, our fully integrated payroll pays all employees by detecting which positions belong to which legal entities. Our single-model delivery is globally designed to capture all positions held among all employees to ensure accurate payroll is paid out according to applicable profiles.

With Lyric HCM payroll processing, data flows continually across all components, including HR, time, compensation, etc. Additionally, we allow for bulk inputs of data from outside the system, if required. By leveraging our single-model, Lyric HCM payroll provides integrated services and unified functionality across your payroll needs.

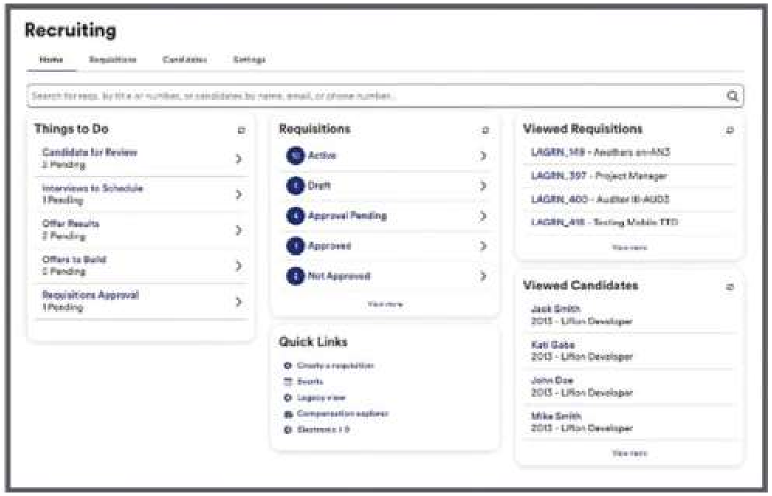
In addition, to drive employee engagement and efficiency, Lyric delivers a truly intuitive and responsive mobile experience. Mobile capabilities let employees access pay statements; view net and gross year-to-date pay; enroll in the Wisely pay card; and review earnings, deductions and direct deposits from their mobile devices.

Talent

Lyric Talent helps Region 4 ESC efficiently attract, identify and hire the right candidates quickly and efficiently. Key features include:

Streamlined Hiring Process: Simplify the recruitment workflow from start to finish. Region 4 ESC can:

- View the status of all recruiting activities.
- Interact seamlessly with candidates, schedule interviews and create requisitions.
- Streamline the application process – using intelligent texting for job searches and applications.
- Set fair yet competitive pay – using compensation benchmarks curated from 100,000+ data points and over 9,000 job levels.



Personalized Candidate Experiences: Deliver rewarding, tailored experiences to candidates.

Performance Tracking and Performance Management: Track, measure, and evaluate recruiting performance with ease; gain a clear view of each team's performance to evaluate workplace effectiveness.

Learning Management: Efficiently curate, manage, and deliver specific learning activities to every employee.

Compensation Management: Standardize processes and enforce internal guidelines with a consistent yet configurable solution aligned with your strategic goals.

Succession Management: Assess bench strength and depth, define career paths, identify key talent, and nominate qualified successors.

Recruiting. Region 4 ESC can **hire and retain** best-fit employees by delivering personalized experiences that help them perform, develop and achieve their career goals. Our experienced client teams deliver recruitment process outsourcing (RPO), AIRS® recruiter training, background screening, substance abuse testing, eI-9/E-Verify services and other recruitment technology. From recruiting to screening and technology to tax credits, we offer a complete, configurable solution that supports the talent acquisition needs of your organization.

In addition, ADP's mobile solution has passed the Google Mobility Test — providing increased searchability on sites that are mobile-enabled and allowing Region 4 ESC's ADP career site to appear higher in search results.

Talent activation. Lyric's approach to talent activation is that employee engagement is not a once-a-year event — it is created through a team leader's ongoing cycle of conversations and action. Lyric provides a real-time view of employees' strengths and the work being done. Talent activation tools and communications delivered with your solution include strengths assessment and results and team engagement surveys via our Voice of the Employee survey feature.

The optional **StandOut powered by ADP** solution delivers deeper accountability for engagement by offering team member check-ins and performance pulse tools.

Onboarding services. Lyric HCM's fully integrated onboarding features improve time to productivity for new hires. Accessible via web and mobile, our solution provides both tasks and resources to help new hires complete steps as well as learn. Region 4 ESC can tailor the experience to maximize value based on where each employee is in your organization (current) and other employee attributes (future).

Performance reviews. By leveraging Lyric HCM's performance review features, Region 4 ESC gains from an easy, automated way to execute and govern the performance review process and cycle. Practitioners can create a goal library of align-able or cascade-able goals using eligibility criteria to determine who can see the goal. Goals can then be selected as part of a performance cycle with key results, if desired. Results can be measured based on amount complete, percentage complete or complete/incomplete.

Compensation management. Lyric HCM's compensation management features are configurable to support Region 4 ESC's compensation operations, such as merit increases, promotions, lump-sum amounts, equity adjustments, stock and bonus plans — as well as other compensation treatments.

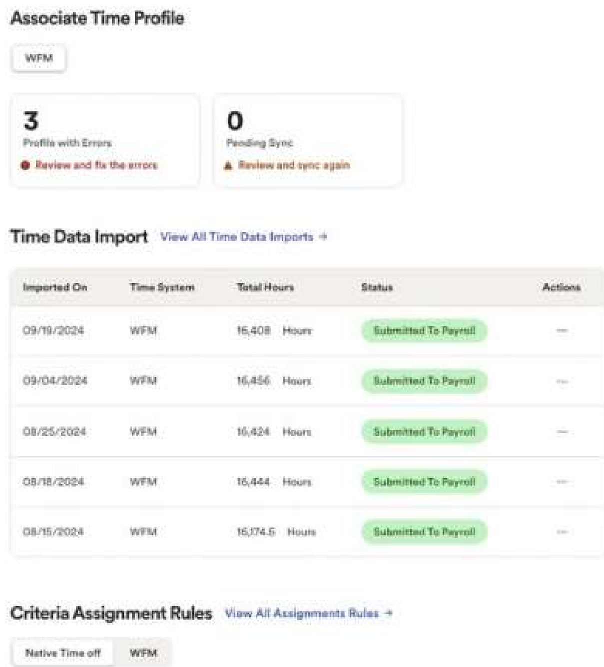
Succession planning. Our solution’s succession planning functionality supports traditional succession management to track successors and successor status (readiness, flight risk, impact of loss, potential).

Learning management. As part of our all-in-one HR suite, the ADP Learning solution provides a seamless way to administer, manage and access courses across an organization. Courses have been curated by our experts to meet the learning objectives for the most-requested topics (HR compliance; diversity, equity and inclusion; personal development; leadership development; professional technical skills; health and well-being; and workplace safety).

Workforce Management

Lyric's workforce management solution automates daily operations with timekeeping and scheduling solutions that enable proactive decision-making. Key features include:

Data Collection: Flexible options where employees can clock in and out, transfer jobs, check schedules and more from mobile devices, time clocks, kiosks, or desktops.



Time and Attendance Tracking: Record time, track attendance, manage time off requests and approve timecards to improve efficiency, payroll accuracy and compliance.

Employee Scheduling: Analyze coverage, quickly fill open shifts and provide staff with the flexibility needed for work-life balance while leveraging AI to recommend and approve shift swaps.

Absence Management: Automate accrued time off calculations, enforce attendance policies, and manage leave cases and documentation.

With Lyric, your organization can help reduce costs, simplify compliance, improve productivity, and increase employee engagement mobile with a more intuitive and intelligent workforce management solution.

Benefits

Lyric Benefits makes benefits management easier for your practitioners and more rewarding for your employees, no matter how complex your program, with step-by-step enrollment workflows, helpful worker recommendations and streamlined administration.

When Lyric administers the often cumbersome and complex benefits eligibility, enrollment, reporting and compliance processes, Region 4 ESC can help employees maximize their benefits through a **retail-oriented enrollment** that provides an engaging, shopping-like experience and encourages employees to make value-conscious benefits decisions. Our guided enrollment process with integrated decision-support tools and educational communications helps Region 4 ESC employees understand and evaluate their benefits choices by leveraging online tools with simple navigation, visually appealing screens and popular features to enhance the user's experience.

We can also provide several optional services for enhanced benefits support, including service center, total absence management (leave administration), dependent verification services and total rewards statements.

Lyric Benefits redefines how your organization manages benefits by offering an engaging and helpful experience for enrollment, advanced decision support for informed choices and powerful analytics to bring you strategic insight to enrich your benefits program. From personalized recommendations to multi-language accessibility, Lyric Benefits helps you deliver a superior benefits experience. Integrated with secure carrier connections and compliance features, Lyric Benefits simplifies administration while enhancing employee satisfaction and retention.

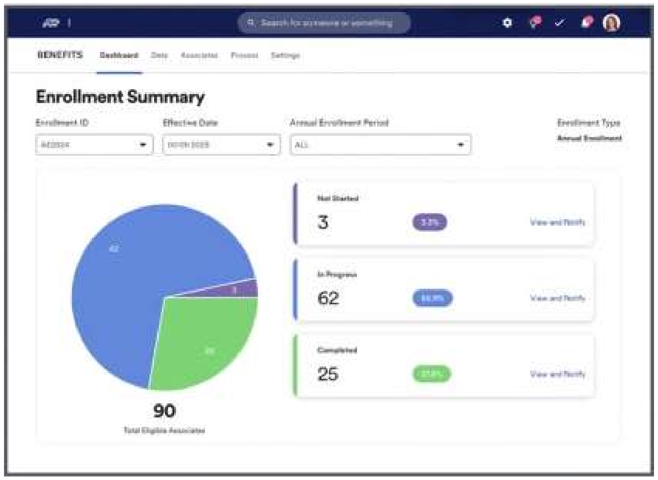
Benefits Administration. Rely on comprehensive capabilities for plan design, configuration, and total rewards management, supporting clients from enrollment to compliance.

Self-Service. Make things easy for your benefits administrators by relying on powerful yet simple self-service – to input rates and plans, develop custom text and messaging, and manage eligibility requirements.

Decision Support. Reduce the complexity of benefit selection and create a better enrollment experience – with powerful guided workflows to capture insights about health and lifestyle, and offer recommendations tailored to the unique circumstances of each employee.

Carrier Integrations. Share plan, enrollment, and EOI data with carriers – with secure, streamlined carrier integrations (using LIMRA standards, termination file interfaces, open APIs, flat file transfer, and census upload.)

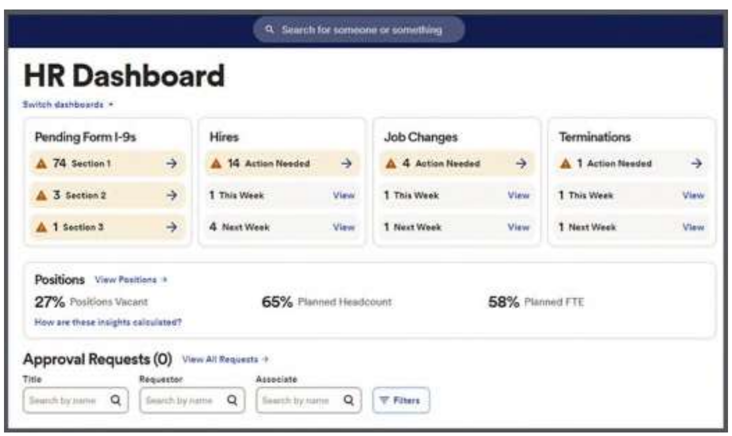
Program Analysis. Make informed decisions – based on powerful analysis, meaningful benchmarks, and informative reports. View trends in employer costs, enrollment preferences, enrolled coverages – and measure system utilization, employee engagement, and effectiveness of benefit enrollment.



Global Ecosystem of Expertise

Data Unification. Experience the power of decision-making with real-time access to unified data across your organization, breaking down silos and fostering a culture of transparency and informed strategy.

Streamlined HR Processes. Simplify your HR operations with our integrated approach, where every process from onboarding to offboarding is interconnected, efficient, and user-friendly, ensuring consistency and compliance.



Advanced Reporting & Analytics. Transform data into insight with our sophisticated reporting tools and analytics, designed to give you a competitive edge through predictive insights and actionable intelligence.

Unique User Experience. Catering to the diverse needs of employees, managers, HR professionals, and practitioners, our platform offers a tailored experience that enhances engagement, productivity, and satisfaction across the board.

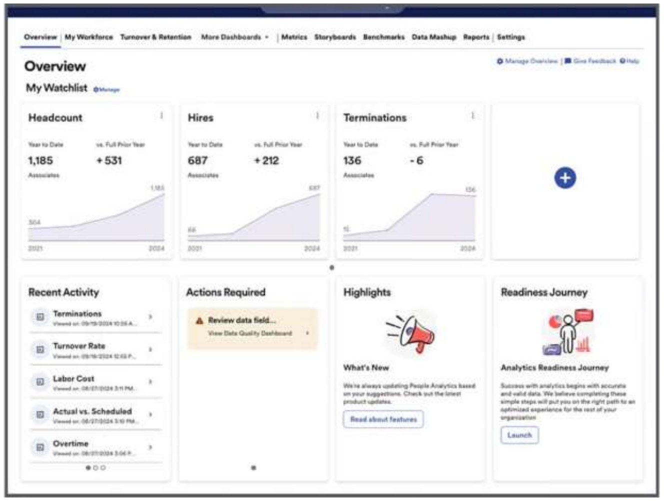
Comprehensive End-to-End service Model. From initial setup to ongoing support, ADP's end-to-end integrated service model guarantees a seamless transition and operation, backed by the expertise and reliability of a leader in the field.

Compliance. Navigate the complex landscape of HR compliance with ease. Our solution is built to adapt to changing regulations worldwide, ensuring your organization always remains compliant with local and international laws, minimizing risk and safeguarding your reputation.

Analytics and Benchmarking

Lyric Analytics and Benchmarking draws from 41 million HCM datapoints to help you to discover the valuable insights hidden in your people data and compare your company to your peers. Key features include:

HCM metrics and dashboards. Unlock a deeper understanding of your workforce with streamlined, pre-configured dashboards and 100+ industry standard metrics to reveal patterns and trends to answer critical people data questions across recruitment, turnover and retention, diversity, equity and inclusion, labor costs, and benefits.



Storyboards. Answer key questions about your workforce through a story-driven approach. Receive AI-based recommendations on your people trends and equip HR practitioners and people managers with reliable, sound data that starts at the business and department levels and goes to the people level.

Storyboards include:

- *Pay equity*. Quantify pay gaps by gender, race and ethnicity, and estimate the costs to close them.
- *Turnover cost*. Uncover the cost of losing an employee by understanding expenses such as severance, recruitment costs, training and productivity loss.
- *Top performers*. Identify and retain your top performers by better understanding their compensation, opportunity gaps and turnover risk.
- *Data explorers*. Analyze critical areas of your business through curated experiences designed to enable a deeper understanding of what impacts your employees and your organization.
- *Turnover probability*. See where turnover is likely to occur across your organization and uncover the drivers of turnover so you can take proactive steps.
- *Organizational benchmarks*. Compare headcount, labor costs and turnover against peer organizations. Assess departments using metrics such as headcount, costs and turnover compared to benchmarks.
- *Workforce compensation analysis*. Evaluate the competitiveness of your compensation strategy across all jobs in your organization. Easily identify areas where you might be over or underpaying employees and calibrate against the market.
- *Talent market insights*. Widen labor pools by finding adjacent jobs and identify sources where they are hired. Simply search insights by jobs or skills, discover the talent hidden in a specific industry or location. Explore compensation trends, for over 9,000 job titles spanning across 1,000+ industries, by total cash, base salary, bonus, and overtime based on real and observed data.

Data mashups. Mashup two or more data sources in a single graph for a prime example of data at work.

Solution Details

Provide a detailed overview of your solution's architecture and hosting.

Developed in-house, our proprietary solution was built, implemented, tested and runs on the cloud-native Lyric HCM Development Platform. Leveraging the AWS public cloud, the cloud-native architecture provides:

- *Continuous integration/continuous development (CI/CD)*. CI/CD provides an automated method of sending small batches of software to production constantly — leading to reliable update releases, as well as frequent and less risky delivery of new functionality.
- *Microservices*. The cloud-native architecture moves away from one unwieldy monolithic code base and toward an efficient system of microservices (smaller units of functionality that communicate with

each other). Each microservice can be deployed, upgraded, scaled and restarted independent of other services in the application.

- *Security*. AWS is SOC 1- and SOC 2-compliant — achieving the most stringent level of certification available under globally recognized IT standards for governance, availability, security and confidentiality.

Region 4 ESC can leverage our modern solution natively architected for a secure and scalable cloud-based deployment. An agile, resilient, and scalable cloud-native application that uses microservices, containerization, and orchestration tools to rapidly adapt to changing business needs and easily handle increased loads. With enhanced reliability, automated recovery, and continuous deployment capabilities, Lyric will help reduce your organization's IT cost and burden.

How do you integrate third-party applications with your solution? Which third-party applications are currently integrated? Is there a cost associated with integrating those third-party applications into your solution?

The Lyric HCM platform was built and is hosted on the AWS public cloud using a variety of modern code tools. When a client requires an integration, we scope the desired solution and work through requirements to determine the best method. Region 4 ESC can select from a set of pre-integrated partners from our existing ecosystem, or we can integrate to your vendor of choice. The list of partners is always growing, and we will address your specific requirements during our deep-dive scoping session. When building connectors, any programming language can be used that leverage our REST-based APIs.

Please describe any advisory or consulting services that your organization offers to optimize your HCM solution. Is there an additional cost for those services?

To effectively manage human capital, organizations need to consider workforce dynamics, current trends, internal processes, technology and best practices. With an average of 20 years of HCM experience, ADP's Strategic Advisory Services experts can provide Region 4 ESC a thorough understanding of these dynamics across all areas of HR, talent management, benefits administration, workforce management and compliance — including updates for new legislation — so you can apply this knowledge to your HCM strategy. This complimentary offering is available to help our clients maximize the ADP relationship and can address:

- *Compliance and regulatory affairs*. Thought leadership and insights regarding compliance requirements and regulatory matters.
- *HR strategy and business analytics*. Strategy and trends across all aspects of human capital management.
- *Talent strategy*. Guidance responding to internal and external factors affecting your workforce.
- *Workforce strategy*. Planning and guidance to help manage labor shortages and changing demographics.
- *Global payroll, time and service delivery*. Technology and service delivery strategies to mitigate risk, reduce costs and gain efficiencies.

- *Change management and communications*. Expert advisors to help develop customized change and communications strategies.

In addition to sharing key insights and best practices, we work with Region 4 ESC to:

- Leverage established ADP expertise:
  - Determine if your current HCM processes support your business objectives while allowing flexibility to meet future needs.
  - Research and analyze organizational processes and procedures.
  - Review your data for trend analysis and workforce planning.
  - Align disparate HCM practices to create a global, holistic strategy.
- Expand the conversation:
  - Strategize about M&A activity, divestitures, global expansion, rapid organic growth, workforce issues, change management or communications objectives.
  - Dig into industry trends regarding regulatory uncertainty and complicated business issues.
  - Align your talent management and business strategies.
  - Help you navigate current workforce management regulations.
- Execute on actionable recommendations:
  - Partner with ADP Professional Services for client-side resources.
  - Develop strategies for employee communications and change management.

As an optional service, ADP Professional Services are offered as a complement to Strategic Advisory Services. This team offers advanced expertise, tools and strategies to help our clients solve their biggest challenges and transform their organizations.

ADP Professional Services offers unique services not available from most HCM vendors —access to advanced tools, industry expertise and resources to help meet your biggest challenges. Working closely with Strategic Advisory Services, our Professional Services team can seamlessly bridge the gap between insights, recommendations and action.

Our Professional Services team can help you seamlessly optimize your processes, manage change, understand where to deploy HR analytics and solve real business challenges. Region 4 ESC can depend on ADP to support you through implementation and beyond. We help you align processes to suit your needs, and we deliver the client-side support needed to accelerate results:

Process optimization. Helping clients evaluate HCM processes, including recommended enhancements and resources to drive your business forward.

Project management and support. Providing resources to manage client-side implementation, migrations, acquisitions, etc. that serve as an extension of your team.

Change management and communications. Partner with experts to develop and deploy communications and change-management programs, including customized content.

What are your long-term development plans to enhance your solution?

Our Lyric HCM solution is the result of ADP's commitment to innovation. Lyric HCM displays our innovative spirit through low-code development, a focus on dynamic teams, use of artificial intelligence and machine learning, and a solution that works the way you do.

Since inception of Lyric HCM, ADP has invested more than $1 billion in R&D specific to this offering. As we continue to develop our solution with our clients, our market-facing roadmap is published twice yearly to provide high-level direction for each product area. Our development process identifies and tracks each future item we have committed to for a client.

How are you using ML and AI in your offering?

ADP's solution is powered by ADP DataCloud and enhanced by the generative AI capabilities of ADP Assist to help employees and practitioners gain understanding, make smarter decisions and complete tasks quickly.

Lyric delivers intuitive guidance:

- Natural language search of ordinary phrases and words for queries or commands right on the homepage — so users can input questions or statements as they would naturally speak or write.
- AI-driven nudges tailored to each employee's role and circumstances to suggest individualized recommendations (e.g., benefits decisions).
- Intelligent alerts prompt managers, employees and practitioners about upcoming or overdue tasks via a modern, personalized task list of "Things to Do."

Lyric helps make every decision data-driven:

- Designed with insights from ADP's unparalleled set of 41 million HCM datapoints, it seamlessly integrates crucial insights and benchmarks throughout the application — helping guide compensation, hiring, succession and other strategic decisions.
- Advanced reporting and analytics enable users to select the exact data they need to easily create custom reports that answer practically any question.
- Structured storyboards bring meaningful yet consumable analytics to everyone — with a step-by-step path to crucial workforce demographics or compensation KPIs.

Lyric adapts to your organization:

- Intelligently recognize markers from each employee's role and circumstances, and dynamically interpret complex policy documents to proactively offer personalized recommendations about time off, leave, or even career progression.
- Create workflows that adapt to employees in various workgroups, geographies or other personal/professional circumstances to ensure they follow the right steps and have the right

information for onboarding, time-off request, T&E guidelines or pay profiles. Be able to adjust and alter on the fly.

- Global intelligent automation for adjusting workflows, record formats, or reports to comply with local regulations, customs or business practices.

Human Resources (HR)

Explain how your solution can help clients throughout the new hire, rehire and termination processes.

The solution's "Walk Me Through" functionality guides the user through steps necessary to complete certain tasks, e.g., initiating an employee data change.

New hire. Region 4 ESC can use the solution's dynamic workflow capability to streamline the new-hire process using the new-hire dashboard. HR professionals can easily customize tasks and track progress as new hires move through the onboarding process. As part of your configured onboarding workflow for new hires, managers can be prompted to assign company property, set goals, etc., and due dates can be configured to trigger workflows to drive timely completion.

Rehire. ADP supports validation of rehire eligibility. When a candidate applies for a job, we match the candidate's date of birth (MM/DD), Social Security Number (last four digits) and name with rehire information stored in the recruiting solution. If a match is found and the candidate is ineligible for rehire (including those ineligible until a specified number of days after termination), the candidate status is set to “ineligible for rehire.” In addition, the rehire experience makes it possible to retain the Employee ID, Identification Numbers (e.g., SSN), ADP Registration Number (e.g., AOID) and related personal information of an original hire, which allows for quick updates during a rehire.

Region 4 ESC can create a custom workflow to meet the unique requirements of onboarding a rehire.

Termination. Configurable workflow can be set up to send notifications to individuals (or a group of individuals) for termination events initiated through self-service. Upon entry of a termination date in the system, a notification of checklist items (such as remove HRMS access, revoke building access cards and remove PIN numbers) can be automatically sent to the appropriate user. Region 4 ESC can also attach supporting documents during the termination process; these documents are only visible to the user who uploaded it and HR practitioners. Termination workflow can also include position management considerations, so Region 4 ESC can decide what to do with a position during a termination, including reassigning direct reports to one or many new managers.

Region 4 ESC can create a custom workflow to meet the unique requirements of offboarding due to termination. This workflow could include exit interview capability to allow Region 4 ESC to better track and understand why employees leave. Your HR practitioners can configure fields in the exit interview process and collate meaningful information about voluntary and involuntary turnover.

Describe onboarding capabilities and the ability to notify new hires of activities to complete.

Lyric's dynamic onboarding capabilities help Region 4 ESC deliver a personalized and memorable employee experience while automating tedious and time-consuming HR tasks.

Region 4 ESC can use delivered workflow templates for pre-boarding, onboarding and offboarding or easily create custom workflows made up of tasks, automated emails, forms and documents to fit your needs. Workflows and actions can be driven by rules like location, department, employee status, and more, to truly personalize the experience for every employee. Region 4 ESC can also choose to set automatic enrollments, so a workflow (like onboarding) is triggered based on an event (e.g., hire date) or when a workflow is made active.

Employees can complete onboarding activities online and via mobile by accessing their Things to Do. ADP's solution guides them through your defined onboarding workflow, presenting the appropriate tasks or actions and collecting the necessary information at each step. Region 4 ESC administrators can easily view and track workflow progress in real time.

Describe automated approval, notification, and conditional workflow capabilities. Are these configurable?

Lyric's dynamic workflow capabilities can help Region 4 ESC automate tedious, time-consuming HR actions like notifications, approvals and other tasks while increasing visibility and efficiency. In addition, by automatically applying your business rules to events and actions, the system protects the integrity of your data throughout the workflow.

Region 4 ESC can use (and edit) delivered workflow templates or easily create custom workflows made up of tasks, automated emails, forms and documents to fit your needs. Workflows and actions can be driven by rules like location, department, employee status, and more, to truly personalize the experience for every employee. Region 4 ESC can also choose to set automatic enrollments, so a workflow is triggered based on an event or when a workflow is made active.

In addition, workflows can be configured across extended timeframes (e.g., to accommodate even the most complex process) and to present certain tasks or actions only after a prerequisite action has been completed. There is no limit to the number of actions a workflow can include.

How can different teams, functions and locations customize their experience to the way they work?

Lyric HCM's ecosystem ensures you choose the solutions that fit your distinct needs. Much like your smartphone is tailored by the apps you select, our solution offers capabilities curated for your enterprise — focusing on specific teams, functions and locations. You can mix and match features at the company or department level as needed.

Lyric HCM's reporting structure is based on positions reporting to positions and reflects a relationship management philosophy for HR. Along with direct-reporting relationships, split-reporting relationships are represented in the solution and derived from team or enterprise unit membership of individual positions.

Unique to Lyric HCM, our team-based reporting structure maintains information on employees filling positions as they move within your organization. Position information is retained in the solution separately from employee information.

Describe how your solution supports employees working in multiple concurrent positions.

Lyric offers unique flexibility to organize and manage your workforce around jobs or positions. Region 4 ESC can fit position management to your organization's current culture and future needs – suppressing positions, editing position details or adding positions – for unmatched flexibility to incrementally adopt position management without having to re-implement.

Lyric HCM supports position management under the model that a position does not equal a person. An individual employee can hold multiple positions within the organization with different allocations directed to different cost centers and locations. This position-based model allows Region 4 ESC to report vacancies in the system and identify headcount budgets supporting position assignments.

Effective-dating of all key employee data elements is a key component of Lyric HCM's architecture and allows for reporting flexibility across all aspects of your HCM scope of services. Region 4 ESC can track employee career events, including the effective date of virtually any event or transaction. Unlimited history of changes is available.

A manager launches a position, which triggers approval for budget via HR or finance (based on your organizational workflow). Your applicant tracking system can be leveraged to create a requisition, and the process continues through hire. Candidate data fills the HR record for the new hire.

This streamlined process minimizes HR manager workflow to only manage approvals and permissions.

Outline the process to transfer employees from one entity or pay group to another.

During the implementation process, ADP ensures employee transfer workflow is configured to meet your needs. Region 4 ESC can create cross-boarding workflows to accommodate the unique needs of an employee transfer or promotion.

The employee transfer process (such as between employer identification numbers (EINs), groups and indicative balance transfers) is a collaborative activity. Typically, a manager initiates the transfer, and a practitioner completes and/or approves it. Accumulators, taxables, state unemployment insurance (SUI) and state disability insurance (SDI) taxables, deductions and lien information can be automatically transferred. The payroll practitioner can also include PTO balance in the transfer.

Employee transfers between Region 4 ESC' s business units have no impact to the employee’s record, approval routing or associate data history.

To avoid breaks in service the solution tracks original and adjusted hire dates, while also empowering practitioners to correct hire dates. Effective dating in the system ensures Region 4 ESC has a continuous record of dated transactions to build the history of movement for their associates (i.e., hires, transfers, terminations).

Lyric also provides a bulk transfer feature to assist with large organizational changes, making the process easier for practitioners.

How does your solution accommodate FMLA tracking and/or administration?

Lyric HCM can help reduce your risk of financial or legal liability by streamlining your Family and Medical Leave Act (FMLA) and leave compliance efforts. Our leave management feature calculates and tracks available FMLA time; applies your organizational, state and FMLA policies to each leave request; and automatically produces the documentation required for compliance. Maintaining compliance is simple and cost-effective, which reduces the risk of financial and legal liability.

Lyric HCM can handle concurrent FMLA, state and client-specific leave compliance; support flexible tracking periods (rolling forward, rolling backward, quarterly, yearly); and calculate and track intermittent leave in weeks, hours or minutes.

The solution's integrated wizard can help Region 4 ESC verify leave eligibility by confirming the employee is requesting leave for a qualifying reason or health condition. The system then initiates the actions required for FMLA eligibility.

Payroll

Provide a detailed overview of your payroll solution, including steps and turnaround time to process payroll.

With Lyric HCM payroll processing, data flows continually across all components, including HR, time, compensation, etc. Additionally, we allow for bulk inputs of data from outside the system, if required.

Edit. Payroll processing is simplified with no reports needed to see changes. The solution provides summary information on changes to advise on new hire, termination, address changes, name changes, identity changes and hour changes. The Payroll Dashboard offers an overall view of payroll health with quick links to payroll actions and reports, pay profile quick search and centralized insight into time-sensitive issues. The dashboard displays any earnings, deductions, taxes and gross-to-net totals that have crossed a pre-determined threshold, enabling quick review and adjustment if needed.

Review. Region 4 ESC's payroll team can see the details for each HR change in preparation for payroll processing, which eliminates any surprises as payroll is run. The solution alerts on any processing challenges based on historical payroll and HR activity.

View. A preview of all payroll calculations is provided ahead of the payroll run. Gross-to-net calculations are displayed to confirm accuracy. Additional tax and money movement detail is presented. Change indicators allow for further verification and confirmation.

Commit. When HR changes and payroll calculations are validated, your payroll manager runs payroll — triggering all money movement, including direct deposit, check and pay card funds distribution.

The Payroll Calendar is available to help Region 4 ESC manage payroll dates and related information for scheduled and off-cycle payrolls and gives perspective on your payroll progress over time.

Describe the methods available for paying employees (e.g., direct deposit, pay card, or manual check).

Region 4 ESC employees experience flexibility with Lyric HCM payroll. They may elect a combination of payment methods, including:

- *Direct deposit*. Transactions managed by and originated from Lyric HCM.
- *Pay card*. Branded or unbranded pay card that can be used at ATMs, banks or retailers around the world; ADP's Wisely pay card allows clients to go 100 percent paperless in all 50 states. ADP's strategic partner for Earned Wage Access, DailyPay, provides advanced access to earned wages.
- *Check*. Checks drawn off an ADP-managed bank account with client-specific company name, address, logo and supplemental signature.

Describe support for employees who concurrently work in multiple tax jurisdictions.

Lyric HCM supports employees within multiple states or local jurisdictions throughout the year or within a single pay period. We work with you to establish the appropriate taxing authority and handle all jurisdiction filings or reciprocity in these situations.

The system includes tax fields to indicate the employee lived-in and worked-in state(s), and we can place employees in the proper jurisdictions using our local tax lookup feature.

The solution is registered with the applicable taxing authority to synchronize data directly and maintain compliance across all jurisdictions.

How do clients interface payroll with their general ledger (GL) financial system?

ADP's web-based general ledger (GL) integration tool easily links your Lyric HCM payroll information with your financial system. Payroll data can be mapped and transformed into the journal entry format of your ERP or financial system — regardless of vendor.

Rather than a custom interface, which requires periodic programming, ADP GL is embedded, Region 4 ESC-configurable and easy to update whenever GL account numbers require additions or changes. The solution also provides flexible support for accruals and reversals.

The solution delivers a standard set of reports, including account detail, employee journal entries, employee pay detail, mapping corrections, non-distributed items and summary detail. GL report data is easily exported to Excel for additional analysis.

Describe your year-end process, W-2 support, and tax filing (including client and vendor responsibilities).

ADP monitors compliance requirements, delivers tax reports, makes tax deposits on your behalf and prepares year-end documents. Year-end responsibilities include:

- Compare quarter-close totals to payrolls processed to ensure all tax liabilities have been received and deposits made.
- Identify and reconcile any out-of-balance conditions.
- Debit or credit Region 4 ESC to address any out-of-balance conditions.
- Prepare and file quarterly and annual returns.
- Provide statement of deposits and filings reflecting quarterly and annual tax activity completed by ADP on your behalf.
- Respond to agency inquiries.
- Prepare and file amended tax returns.

Region 4 ESC year-end responsibilities include:

- Process final payroll and adjustments.
- Provide funds for tax liabilities incurred.
- Verify wage and tax register.
- Communicate any changes affecting your company setup.

ADP also provides a quarter-end and year-end checklist to help clients perform tasks and easily access forms and information in a single location.

How do you handle tax inquiries, discrepancies and resolution for any federal, state or local tax inquiries?

ADP files taxes (electronically, where possible) on your behalf. We are your payroll tax power of attorney and assume 100 percent liability for the timeliness and accuracy of deposits and filings. ADP pays any penalty and interest resulting from our errors. In addition, we work closely with you to ensure any late payment incurred due to a Region 4 ESC error is identified as soon as possible and corrected. We take all care and precaution to minimize any penalties and interest.

ADP files taxes in compliance with all federal, state and local jurisdictional requirements and generates reports in the agency-mandated format. We work proactively with tax agencies to develop alternative methods for report submission and reduce agency effort, time and the associated cost of processing.

We have earned the SysTrust certification by the American Institute of Certified Public Accountants (AICPA), which indicates ADP's systems are reliable and operate without material errors, faults or failures.

Benefits

Describe your health and welfare benefits administration functionality and its interface with your solution.

Our benefits administration solution helps your active employees achieve the most value from their benefits and provides information so they can make sound decisions that impact your bottom line.

When Lyric HCM administers benefits eligibility, enrollment, reporting and compliance processes, Region 4 ESC can:

- Help employees maximize their benefits through a retail-oriented enrollment experience that includes integrated decision-support tools, educational communications, online tools with simple navigation and hands-on support during annual enrollment and throughout the year.
- Strengthen your benefits strategy through control of your plan designs, carrier relationships and benefits brand.
- Leverage robust reporting that can provide deep insights to utilization, trends and savings.
- Prepare for change as ADP's compliance associates monitor the legislative and regulatory landscape and keep you informed of new legal requirements and deadlines.

We can also provide several optional services for enhanced benefits support, including service center, leaves administration, dependent verification services and total rewards statements.

Explain the enrollment events supported by your solution (annual enrollment, new hire elections, life events and status changes).

The solution's intelligence search offers employees the ability to search using simple terminology (e.g., "got married" or "had a baby") and view suggested actions (e.g., "view your benefits"). This intuitive search capability means your employees can quickly and easily make necessary benefit changes.

Annual enrollment. Employees use our decision-support tools to make informed health care decisions during enrollment. To enroll in or change coverage, the employee clicks on the desired selection. Elections are automatically defaulted based on your enrollment rules (a waive option for electable benefits plans is also available). Active and passive enrollments are supported.

Life-event processing. Employees process life events through self-service and are presented with the changes allowed by your business rules. Elections are processed immediately, and new carrier files and payroll deductions are generated. If Region 4 ESC requires supporting documentation, we can mandate this verification before the life event is processed.

Employment status changes. Work-related events include new hires, terminations, transfers, promotions, and leaves of absence. Time-/date-triggered events result from reaching a date, the passage of time, or an employee becoming eligible to enroll following the ACA measurement period.

How is eligibility reported to carriers? How are premium payments determined? Can you bill carriers and disperse payments?

ADP alleviates the time-consuming (and error-prone) burden of transmitting eligibility files to carriers. Each week, we transmit full eligibility files (terminations, additions and changes) to Region 4 ESC's health care carriers in the HIPAA-834/5010A format via secure file transfer protocol (SFTP).

Standard coverage change and termination reports can be delivered via secure email or placed on a secure web site for carriers that cannot accept electronic files. Customized data exports can be supported as an optional service.

ADP works directly with the carriers to ensure files are loaded, and we resolve any discrepancies. Minimal reconciliation is required since we send full files.

ADP creates effective-dated self-bill reports for all plans and carriers each month. These reports contain automatic retroactivity calculations based on standard wash cycles. Region 4 ESC can use these reports to pay your carriers each month, or ADP can make carrier payments on your behalf as an optional service.

Provide a brief overview of your leaves administration solution features and benefits.

ADP Total Absence Management simplifies the complex administrative and compliance burden of leaves administration and minimizes administrative costs. Leaves administration includes:

- Web, mobile and telephonic intake for leave requests.
- Communications and notifications sent to employees, managers and HR practitioners throughout a leave cycle.
- Online access to forms and documents.
- Certification review and approval/denial.
- Notifications to cure certification deficiencies.
- Recertification notifications when approved intermittent frequency certifications are exceeded.
- Accommodations for nontraditional work schedules.
- Real-time status of time taken and time scheduled.
- Medical leave managed concurrently with short-term disability, long-term disability and workers' compensation programs.
- Fair and consistent responses to all leave requests (federal, state and Region 4 ESC policies).
- Central source for FMLA and state leave regulatory updates.
- MyLife Advisors (MLAs) to assist employees.

Detail your typical process for handling a leave request.

When an employee submits a leave request, we generate a leave packet to the employee the next business day (with a corresponding email to Region 4 ESC's HR practitioner and the employee's manager).

Critical documentation is accessible in real time via the mobile app or website so the employee can act on the next steps of the leave while waiting for the leave packet. However, the employee does not have to wait for the mail to arrive. The leave packet also generates in the system within the employee's record shortly after the leave has been requested.

Employees have a prescribed number of days to return the completed leave application and medical certification (Region 4 ESC may extend this time frame). If no response is received within this time frame, ADP sends a reminder email to the employee (with a corresponding email to Region 4 ESC’s HR practitioner and the employee’s manager).

ADP reviews and adjudicates FMLA, state, military, medical and employer leave requests within five business days of receipt of the completed forms. We process all leave requests from your employees, including:

- Approving or denying employer, military, federal and state family medical leaves.
- Reviewing all incoming FMLA and state leave documentation from employees and medical providers for completeness.
- Requesting additional information when necessary.

Describe your coordination services with disability and worker’s compensation vendors.

ADP receives regular communications from Region 4 ESC’s short-term disability, long-term disability and workers’ compensation vendors. We review the approvals and denials and approve time taken concurrently with any applicable FMLA or state leave laws.

For clients that also use an ADP HRMS, unpaid leave data is sent to the HRMS in near real time. Clients that do not use an ADP HRMS can use our standard reports to update employment status as applicable.

Talent acquisition

Provide an overview of your solution’s key recruiting activities and how it interacts with the HCM solution.

ADP’s next-generation talent acquisition solution helps clients better manage the talent acquisition process by engaging social and mobile users, supporting intelligent sourcing of candidates and increasing collaboration. Configurable processes support robust functionality (depending on your specific solution components):

Requisition creation. The process starts by creating the requisition, which can occur by copying and modifying an existing requisition. Once created, the requisition is routed for electronic approvals. The creator is prompted to identify (or the solution can be configured to automatically populate) the users responsible for reviewing and approving the requisition.

Each required approver is notified sequentially or in parallel (or broadcast via email) to review. A secure hyperlink is included with the notification so users can act without logging in to the solution.

On approval, the requisition is posted to internal and external career sites and multiple locations according to your workflows and posting requirements. Region 4 ESC can choose to automatically post jobs to various external sites (such as Monster, CareerBuilder, etc.).

Confidential recruiting capabilities let you to restrict certain postings for viewing by only designated hiring managers. Flexible configuration then allows you to change a posting from “confidential” to “visible” at the right step in your recruiting process so others can view it as needed.

Candidate process. From your career site or their mobile device, candidates create a profile, search and apply for jobs and complete any required assessments or data-collection activities. Once completed, staffing professionals can view the candidate’s application via their desktop.

Any number of activities can occur once a qualified candidate is identified, including:

- An interview can be scheduled (may be via self-scheduling) and tracked with completed feedback forms.
- The solution can send an employment application for the candidate to complete electronically.
- If ADP’s tax credit services are included, the solution can send the Work Opportunity Tax Credit for the candidate to complete electronically.
- Staffing professionals can order background checks; results are returned directly into the recruiting solution for easy access by your team.
- The offer can be created, extended and approved (this process can be the same or different than the requisition approval process).
- An eI-9 validation can be completed.
- Onboarding feeds and notifications can be triggered.

The job posting automatically closes when a position is filled, and the hiring information is automatically sent to the Lyric HCM system of record. Other notifications can also be sent to alert employees of a new hire.

Candidate sourcing. Not all recruiting contact relationship management solutions are created equal. A solution is only as strong as its ability to search integrated resume databases and social networking sites. Our recruiting contact relationship management solution provides an easy way for recruiters to source, develop and manage active/passive talent — including access to thousands of integrated resume databases and millions of passive candidates.

From big boards, niche boards, regional boards and more, our resume database partnerships provide access to the world’s top available talent in a centralized location. ADP’s solution is designed to support your business objectives. Primary advantages of our offering allow you to:

- Unite all parts of the sourcing process.
- Manage and develop candidate relationships.
- Find the best passive and active talent anywhere online.

Mobile. Providing quick, easy mobile access to your recruiting capabilities is core to ADP's technology innovation strategy.

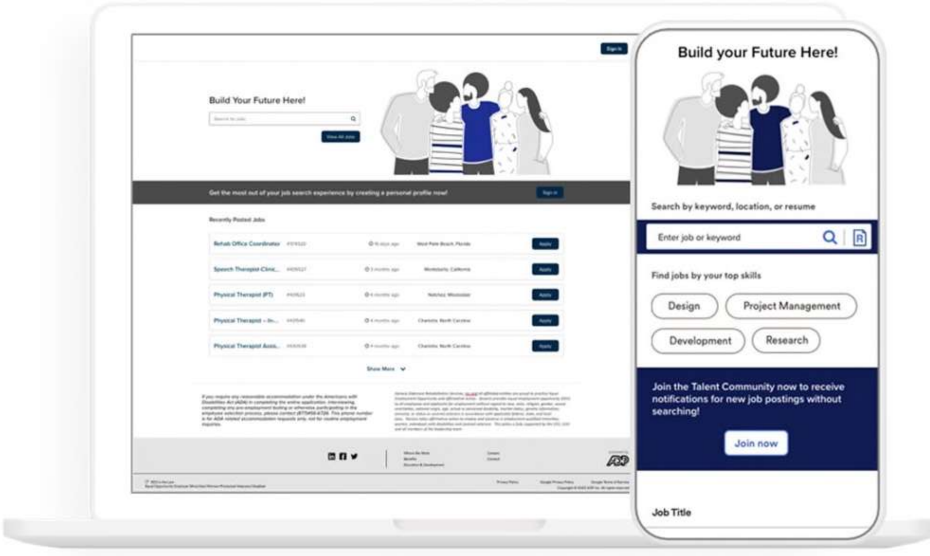
Because our solution is extremely flexible, users can access it from multiple devices (portal, mobile app and kiosk). Tasks traditionally delivered through desktop email can be executed by HR professionals or managers through mobile-enabled enterprise email service.

Without the requirement to log in, HR professionals or managers can act on requisition approvals, offer approvals and candidate reviews. Hiring managers can provide a quick thumbs-up or thumbs-down (initiating the next step in the process) for any candidate within the requisition directly from their mobile phones.

Region 4 ESC can configure ADP's mobile-optimized **career site** to leverage recruiting capabilities that support:

- A high-touch, responsive experience that provides accessibility for candidates who are not in front of a computer all day; eliminates the need for candidates to use company equipment to perform job searches; and allows candidates to apply anytime, anywhere without desktop computer access.
- An efficient, effective method for reaching prospective talent, including: providing the ability to compete effectively for talent by tapping into a new channel of candidates via the mobile web, offering a superior candidate experience, improving engagement and making all your employer-branded messaging and content accessible on mobile devices.
- An application process that the candidate can complete entirely on a mobile device. Our solution is web-optimized so it is accessible by any device (Android and iPhone).

In addition, ADP's mobile solution has passed the Google Mobility Test — providing increased searchability on mobile-enabled sites and allowing your ADP career site to appear higher in search results.



Describe how your solution can positively impact the candidate, recruiter and hiring manager's experience.

The consumer-like, highly visual **candidate** experience is client-branded and offers mobile accessibility, an easy online application supporting eSignature, social media links, email and text alerts to stay connected, a self-service portal for scheduling and status checks, a new-hire portal and streamlined onboarding.

The engaging **hiring manager** experience offers requisition approval/management, candidate slate drill-down to details, easy candidate review, confidential recruiting, interview feedback without logging in, candidate disposition without logging in and offer processing.

The intuitive **recruiter** experience presents robust reporting, built-in candidate relationship management (CRM), confidential recruiting, calendar/schedule capabilities and communication tools.

Describe how requisitions are created leveraging our HRIS data. (Create, copy, duplicate, and store requisitions).

Region 4 ESC can use the solution's Smart Action capability to quickly and easily access the "View Requisition" or "Create Requisition" workflow. Authorized users (managers, HR practitioners and recruiters) can then collaborate on requisition creation based on their role in the process.

When a new requisition is created from a blank worksheet, the user chooses the related division/department and adds the job to the requisition library. Once the requisition (including the published job description) is in the library, it is available for use, modification or cloning (copying). Requisition fields are specific to Region 4 ESC and include shared fields across Lyric HCM so data (job codes and department numbers) is only entered once.

Describe the ease of posting openings to an unlimited number of corporate talent sites, commercial job boards and external job aggregators.

Region 4 ESC controls where requisitions/positions are posted — to your career site and/or job board(s) from within the recruiting solution or via an aggregator through a simple process. We also partner with job board broadcast products to offer automated blast posting capabilities.

Openings can be posted directly to sites like Monster and CareerBuilder. Using licenses through Monster and CareerBuilder, you can use ADP's search engine to search for potential candidates and build a pipeline through our sourcing tools. Additional posting options include creation of RSS and/or an XML feed, which can be embedded inside Region 4 ESC's sites on Indeed, Glassdoor, LinkedIn, etc. Our deep integration with SmartPost also offers expanded posting options.

Openings are cross-posted to an integrated job board via the requisition publish feature. Job board account credentials are loaded into the recruiting solution, and the opening can be posted to the job board once it is active. If Region 4 ESC uses a job board not on our list, our recommendation is to use a job aggregator, which serves thousands of job boards globally.

Our system leverages search engine optimization (SEO) for job posting. Region 4 ESC can optimize where your job posting appears as a search result on sites like Google or Yahoo (based on the keywords included in the job postings). SEO results in popular data relevant to the search. Users can change key words at any time to help diversify and maximize their search results.

Detail your candidate pre-screening or qualification process.

Pre-screening is supported during the application process and after the candidate applies for a position:

- Auto-initiated assessments via the job application workflow.
- Recruiter-generated assessments during the hiring process.
- Third-party assessments, including behavioral assessments delivered within the recruiting management system.

Because many assessments incur additional costs, our system supports asking your candidates basic qualifying questions (such as "Are you legally allowed to work within the country in which you are applying?" or "Are you at least 18 years of age?") before they are automatically routed to the behavioral screeners. This capability often results in cost savings for clients and a more efficient candidate experience.

Talent activation

What coaching tools are made available to managers when interacting with their teams? What coaching tools are made available to individual employees?

Online coaching tools are delivered as part of the StandOut solution. Coaching is differentiated by the overall item results (high or low response), and insights are provided with guidance on recommended actions.

Describe the employee-to-manager and manager-to-employee communication and feedback mechanisms associated with your solution.

Talent profile

Lyric HCM gives managers and practitioners a single source of data for critical talent conversations through a talent snapshot PDF. This consolidated PDF export offers a holistic view of the person's career, experience, skills and preferences/interests to use for key talent conversations including career development and succession planning. Region 4 ESC can generate a single talent snapshot or bulk generate them for a list of employees.

Engagement

To promote employee engagement, retention and satisfaction, Lyric HCM supports pulse surveys to foster open communication and continuous feedback. Region 4 ESC can quickly design and launch surveys and target them to specific parts of your organization, location, cross-functional teams, or individuals. You can schedule recurring surveys and make them named or anonymous to get the most accurate results.

Pulse surveys gain insight into employee satisfaction, morale and other targeted topics – whenever you want and for whomever you want.

Our solution provides an easy way for HR and managers to take a quick “pulse” of any cross-section of employees, who can then instantly respond via a mobile application.

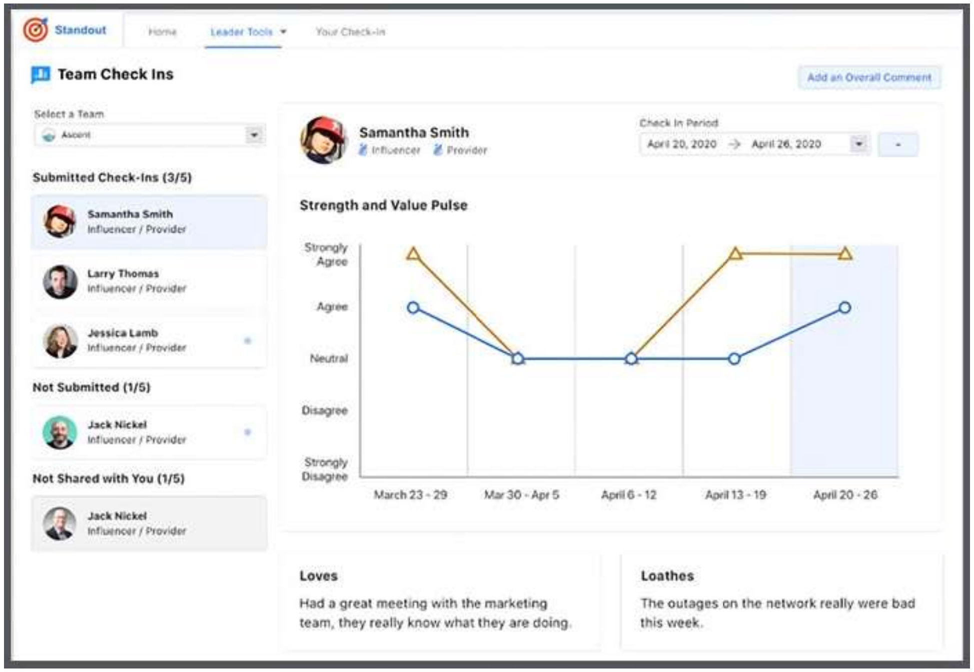
Frequent pulse surveys help reinforce a culture of openness and inclusion by letting employee’ voices be heard.

Check-in

Check-in functionality gives team leaders visibility to each team member’s real-time engagement, weekly priorities, and what the team member needs.

Our research shows that team leaders who complete weekly check-ins with team members have a statistically higher level of engagement than those that don’t. Natively built in Lyric HCM, StandOut supports check-ins with technology and provides pragmatic, calibrated coaching tips to support effective team member conversations. Team leaders can also access tools to drive real-time, continuous engagement via:

- Educational videos and quick-start guides for all StandOut processes and features.
- Recommended activities for each Engagement Pulse question calibrated to the team leader's strengths and to the question's average response value.
- A team meeting guide that provides a framework for team leaders to share Engagement Pulse results with the team and discuss the results.



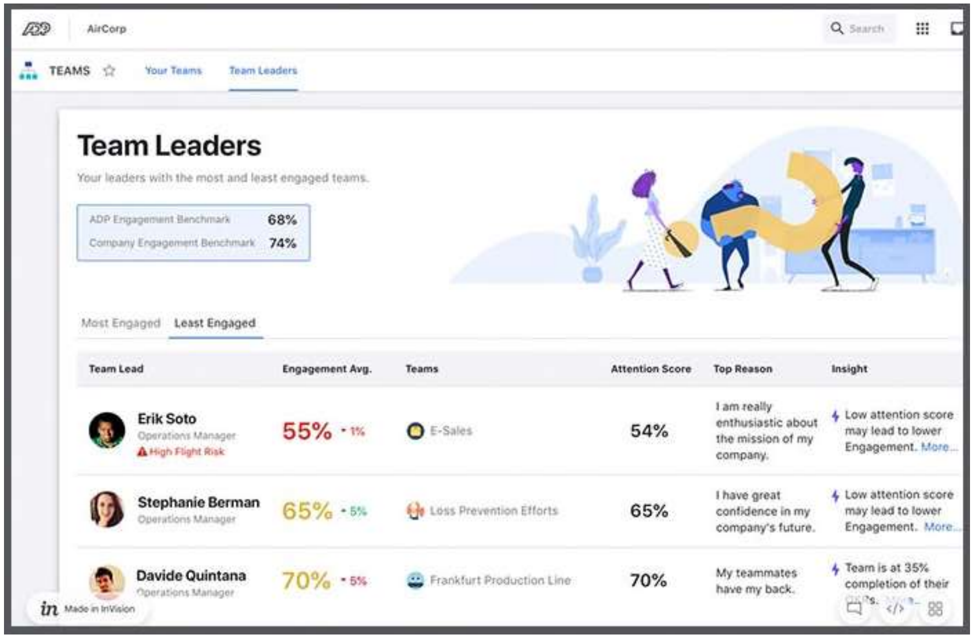
With the accessible StandOut tools, team leaders can easily drive engagement and performance of their teams.

Goals

Employees and managers can create and edit goals via a wizard approach. Employees can create goals for themselves, or a manager can create a new goal for his or her employees. Measurement data is viewed and updated via Goal Details.

Managers and employees create development goals with specific measurements and due dates. These development goals can be integrated into the performance evaluation if desired. An employee or manager can create or edit a goal at any time during the year.

Managers can view and analyze all performance-related information for their employees through a dynamic management dashboard. The dashboard features team and individual views to give managers visibility into the status of their teams and their processes or status. Access to performance reviews of non-direct reports is subject to Region 4 ESC's role-based security requirements.



Explain how your solution supports surveys, including any tools that will help managers understand and improve employee engagement.

Although Region 4 ESC 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, we provide tools and resources to help the team leader drive engagement.

Team leaders with the highest-engaged teams have one activity in common: they have weekly conversations with each team member about his or her near-term future work. These light-touch weekly check-ins gives team leaders visibility to each team member's real-time engagement, weekly priorities, and what the team member needs.

Our research shows team leaders who complete weekly check-ins with team members have a statistically higher level of engagement than those that don't.

The StandOut powered by ADP solution supports check-ins with technology and provides pragmatic, calibrated coaching tips to support effective team member conversations. Team leaders can also access tools to drive real-time, continuous engagement via:

- Educational videos and quick-start guides for all StandOut processes and features.
- Recommended activities for each Engagement Pulse question calibrated to the team leader's strengths and to the question's average response value.
- A team meeting guide that provides a framework for team leaders to share Engagement Pulse results with the team and discuss the results.

With the accessible StandOut tools, team leaders can easily drive engagement and performance of their teams.

What tools or communications support engagement on an ongoing basis?

Lyric HCM provides a real-time view of employees' strengths and the work being done. Tools and coaching help teams and team leaders discover "where they are" and drive Region 4 ESC's most important business outcomes. Our insights and intelligence teams partner with you to discover and validate relationships between employee engagement and your business outcomes. Because each organization's processes, strategies and available data vary, this work is customized to Region 4 ESC's unique needs.

Talent activation tools and communications include:

- Strengths assessment.
- Team member Check-Ins.
- Team Engagement Pulse.
- Strengths Snapshot.
- Performance Pulse.

Engagement begins with the team leader and is best driven by the team leader so Engagement Pulse results are delivered directly to the team leader. Tools and resources are provided to help the team leader understand the results and discuss the information with the team.

Performance management

Provide a brief overview of your performance solution.

Lyric HCM approaches performance and employee engagement from two perspectives: StandOut Performance Pulse and traditional performance reviews.

The solution delivers native performance management features via tools for your managers and employees to quickly measure performance. We have integrated Lyric HCM with performance reviews to allow goals to be leveraged as part of the performance review process.

As an alternative to traditional goals management, our highly interactive web-based experience for employees, managers and HR administrators guides users through each step of the performance management process. The review cycle moves forward with minimal need for HR intervention.

Lyric HCM's performance review capabilities can be used to standardize your performance process around the globe or be tailored to meet the requirements of your individual businesses.

Region 4 ESC can quickly create the right questions for your employees and managers to gather performance information or use your own templates for full flexibility. You can configure your review processes to meet the varying needs of different parts of your organization. Lyric HCM allows your review process to occur more frequently, while being less painful and more agile to complete through the power of our easy-to-use configurations.

How can your solution help align goals across the organization?

Practitioners can create a goal library of align-able or cascade-able goals using eligibility criteria to determine who can see the goal. Goals can then be selected as part of a performance cycle with key results, if desired.

Results can be measured based on amount complete, percentage complete or complete/incomplete.

The performance management dashboard provides a dynamic view that incorporates all direct reports and their progress toward all goals. Managers can drill down within the team structure to view specific employees' goal progress. Employees can also monitor their progress against their goals.

Describe your ability to configure an end-to-end performance process, including varying review cycles, workflows, evaluation types, rating requirements, etc.

Lyric HCM supports an unlimited number of performance review cycles. Reviews are configurable and can include self-evaluations and manager evaluations.

Workflow. Performance evaluations are executed by employees (self-evaluation) and by managers (management evaluation). Managers receive an email when the employee's self-evaluation is submitted. Workflow options include manager only, next-level approval, mass HR approval and bypass electronic signature.

Rating scales. Different rating scales can be used for different sections of the evaluations (such as a five-point scale for goals and a four-point scale for the overall rating). Rating scales may also use alpha-scoring criteria (such as exceeds expectations and does not meet expectations).

Documents. Documents can be attached to the employee's overall personal record. All documents are stored as part of the electronic filing cabinet in appropriate client-defined categories and subcategories with applied security.

The HR practitioner dashboard view of performance cycles helps practitioners manage the performance cycle and guide their organization through the evaluation completion process.

What competencies are delivered with your performance solution?

Competencies are client-defined and can be added to a performance review and/or assigned to specific associates.

Compensation management

Provide a brief overview of your compensation solution.

Lyric HCM's compensation management and compensation planning tool work together to provide comprehensive compensation tools.

Core compensation features are configurable to support Region 4 ESC 's compensation operations, such as merit increases, promotions, lump-sum amounts, equity adjustments, stock and bonus plans — as well as other compensation treatments. Goal-driven compensation allows you to reward your employees based on progress toward specific outcomes. Off-cycle compensation awards are also supported according to your established rules and workflows. The solution manages ongoing compensation by assigning your employees annual, hourly rates, multiple rates of pay, bonus, allowances, etc. These defined assignments are grouped into a compensation package. Via online self-service, ad hoc changes can be made to compensation, bonus targets and effective dates. These compensation adjustments can be issued via a bonus at any point in time.

To enhance ease of use, the system's flexible, highly configurable and global offering creates the right compensation programs and administers them with ease. You can set budgets and boundaries within your plans while giving managers the right data and tools to reward their employees as they see fit.

Our compensation planning tool includes:

Manager experience. The intuitive manager experience presents information in a simple, highly functional manner that results in:

- Minimal training requirements.
- More effective decision-making.

- Increased user satisfaction.
- Higher adoption rates.

Our single-screen planning interface provides your managers the information and tools needed to conduct compensation planning — presented via dynamically built screens that display only the relevant information for each employee. In addition, decision-support tools automatically enforce rules and guidelines to deliver improved productivity, accuracy and cost savings.

Administrator experience. A web-based configuration tool allows your corporate, regional or divisional compensation administrators to manage organizational hierarchies and control parameters (such as accessibility dates, guidelines, budgets and rules). Administrators maintain overall governance of your compensation strategy and configure the solution to ensure managers have the information and tools needed to execute on the strategy. Designated administrators can run trial, test or model scenarios. Use of these tools supports a cohesive, enterprise-wide process that drives the entire organization toward the strategic goal of increasing workforce performance.

Reporting and analytical tools. In addition to a library of standard reports, interactive, on-screen reporting tools allow managers and administrators to analyze compensation data on demand. Managers and administrators can also create their own reports using an ad hoc reporting tool. Reporting capabilities provide a real-time view of compensation data that supports adherence to your pay-for-performance model and allows for organizational analysis of compensation decisions.

International support. Global clients require specific functionality to support international requirements. Our solution supports multiple elements, languages, currencies and international date/time formats. Cross-calculation between annual and alternative salary periods (monthly, biweekly, etc.) results in accurate, consistent global compensation planning and reporting.

How can we apply rules and metrics to align compensation with our overall strategic initiatives?

For each compensation plan, Region 4 ESC develops the appropriate rules and metrics to derive the employee's award. Metrics are global, group-based or employee-based. Rules govern the division of the award into cash and noncash elements, the method of payment and the weighting of each payment method.

Once the rules are established for each compensation plan, our system provides suggested and allowable entries. Rules and guidelines are based on multiple data points such as performance rating, position in range and location. We support definition of all Region 4 ESC rules and guidelines.

Factors and scores are used as weighing factors/multipliers in allocation or proration on bonus payments. Factors can be set up with baselines and be global, group-based or individual-based. There is no limit to the number of factors.

These calculations support percentage-of-salary and flat rates. Region 4 ESC can import final factors and scores, allow for manager entry or compensation entry.

Describe how budgets are allocated and allow for real-time tracking of budget dollars.

Budgets are allocated in one of two ways:

Bottom-up approach. A calculation is applied to determine the budget available for each manager based on a percentage of overall compensation.

Top-down approach. A budget total is entered, and sub-budgets are cascaded downward through the organization based on business needs.

To support real-time tracking to the budget allocation, the planning interface shows total available budget, budget spent and available budget. Totals are displayed at the direct employee view and as a rolled-up approval view at each level of the organization.

How can the solution help managers make effective compensation decisions?

Compensation screens are actual dashboards that show real-time reporting of compensation spend against budget for the manager's direct reports or Region 4 ESC's entire population. Compensation reports are built with embedded security filters.

Analytical dashboards are built into the interface on the Plan and Approve pages.

Unique decision-support worksheets offer expert guidance without complicating the user experience. All data and guidelines are employee-specific so managers do not have to consult other reference tools. Worksheets facilitate direct data entry of increases (flat amounts or percentages). Managers can also access a graphical interface that shows compensation recommendations when the manager moves a point on a scale in relation to guidelines and configured ranges.

Succession planning

Provide a brief overview of your succession solution.

Lyric HCM's succession planning component supports traditional succession planning, including tracking successors and successor status (such as readiness, flight risk, impact of loss and potential). Significant self-service functionality helps develop succession more deeply in the organization — especially for critical positions.

Manager self-service allows leaders to quickly and easily add successors and tag critical jobs. Add Successors allows managers to quickly add successors for themselves and their reports. Critical Positions allows leaders to quickly tag specific roles as "critical" so these positions are closely managed and generate urgency (reminders to ensure a healthy succession plan is in place).

Our succession tools provide visibility to leaders and HR teams on the health of succession across Region 4 ESC's organization (such as "What critical positions have no successors?" or "What succession plans have no ready successors?").

How are succession plans created?

Succession plans are created by identifying the appropriate successors by position. Region 4 ESC users research nominees based on their talent assessment and their current performance rating. Once nominations are completed, a successor may be designated. The plan may also be locked to prevent further changes.

The process can be done by individual users or by adding others with the appropriate access to collaborate in the nomination process.

How does your solution help managers identify potential successors and assess their readiness?

Readiness is a component of the talent assessment. Updates can be made at any time as team members progress into their readiness toward succession into identified positions.

Explain how the solution can assist employees in career development planning.

Our solution's career development capability offers workers tips and guidance in setting up their career development profile. Profile components include aspirations and growth areas, strengths, job preferences, mentors and more.

Several user personas can leverage the career development plan, including associate, HR practitioner/business partner and manager.

Actions to fill gaps and reach career goals include identifying mentors/personal board of directors, identifying educational opportunities and creating an action list/plan (including a target date; measurement of completion of action items; and the ability to receive recommendations from mentors, leaders, HR, etc.).

Ideally, Region 4 ESC can configure information that provides a career path to show different directions the associate can take based on their current role, aspirations, skills, etc. We provide a framework for delivering content that helps the associate build their plan, as well as out-of-the-box content.

Learning paths can be created based on status (new hire, change in position, etc.) or assigned content is based on a position and its required competencies. Region 4 ESC defines these profiles and scenarios and aligns them to configured learning events.

Learning

Provide a brief overview of your learning solution.

As part of our all-in-one HR suite, NextGen HCM's Learning solution provides a seamless way to administer, manage and access courses across an organization. We provide a starter bundle of 50 courses that have been curated by our experts to meet the learning objectives for the most-requested topics (HR compliance; diversity, equity and inclusion; personal development; leadership development; professional technical skills; health and well-being; and workplace safety).

Region 4 ESC can design a program that uses ADP's content library, as well as create and upload your own courses.

Describe how learning content is assigned to individuals or groups. Can it be set up to be assigned automatically?

Region 4 ESC's managers and administrators can assign learning manually and dynamically to individuals or groups, which saves you time and provides assurance in learning assignments.

Learning content can be assigned based on employee attributes (such as location, job, department or date of hire). When a new employee is hired, the appropriate training is assigned at initial login. Employees can self-enroll in courses and sessions they have permission to view.

To streamline the learning assignment process, Region 4 ESC's practitioners use the auto-assignment feature to define learning courses and automatically enroll learners. Required courses and the associated dates for completion are displayed on the learner's My Learning page. Administrators can also exclude specific users from these automatic processes if needed.

Training can also be assigned at time intervals and released by date (such as 30, 60 and 90 days after hire).

Describe how the solution supports learning paths to improve employee development.

Learning paths are created and managed based on job and required competencies. Region 4 ESC defines job profiles with competencies and aligns specific learning events to these competencies. Graphical representations allow employees and managers to track and monitor progress.

How does the solution help employees understand what learning is needed to help close competency or skill gaps?

Talent assessment reporting can be used to identify employees with potential who are not considered to ready for their next move for some period of time. These reports would call out a need for developing the associate.

User experience

How does your solution enhance the employee experience and improve employee engagement?

Lyric HCM offers holistic usability — delivering customization opportunities for Region 4 ESC, your HR administrators, practitioners, managers and employees to work the way you do.

As demand grows for personalized HCM solutions that can be customized to accommodate the distinct needs of a given organization, one-size-fits-all HCM systems are no longer acceptable. While our competition focuses on inflexible, monolithic modules, ADP offers a next-generation, robust and expansive ecosystem of lightweight apps and pre-built integrations. Region 4 ESC can design your ideal HCM solution according to your specific needs and evolve as your business changes.

Scope flexibility. To deliver organizational usability, our solution offers easy integration with third-party, best-in-class apps in a single experience. These lightweight apps address specific needs as alternatives to monolithic, one-size-fits-all modules.

Configurability. To deliver immediate ease of use for Region 4 ESC and your employees, every app and user interface is designed using a standardized set of UX building blocks provided by the platform. The result is a cleaner, homogeneous user experience with uniform consistency across the entire solution. Integrations to other solutions can be modeled on the platform for a contiguous user experience.

Employee self-service. Via the web-based self-service portal or mobile device, your employees can set up or change their address, contact information, direct deposit arrangements and tax withholdings, as well as view and change benefits plan elections (if applicable). Employee-initiated changes are updated in real time following Region 4 ESC-defined approvals.

Flexibility through mobility. Lyric HCM's integration with the ADP Mobile app drives comprehensive functionality across HR, payroll, time and benefits to help improve employee communications, drive productivity and increase employee engagement. ADP's mobile app is available through Apple and Android applications and uses the same high-level security infrastructure and encryption as our web-based solutions. Mobile and tablet access empowers employees — while freeing your HR staff from many routine inquiries. Our mobile capabilities demonstrate ADP's commitment to leveraging the latest technologies and providing innovative solutions that enhance the value of our services.

Reporting and analytics. Our platform's simple, powerful reporting capabilities offer Region 4 ESC easy access to gain insight from your data. Actionable standard reports have been developed in consultation with clients and industry experts to understand what users really need and use. Standard and ad hoc reports span each functional area of the solution and can be extracted into several formats (HTML, PDF, XLS, CSV, TXT and XML) to share via email and to print.

In addition, through ADP Lyric HCM reporting and analytics, Region 4 ESC can monitor the metrics that matter most to you. Our flexible solution allows you to view each metric individually or create a dashboard to access several metrics within a single view. As a standard, ADP's solution features (HR metrics, internal benchmarks and data details on these metrics) are provided to your HR business practitioners.

Dynamic teams. Dynamic teams let Region 4 ESC uncover and apply valuable insights about people and teams to improve team-level engagement and performance.

Describe employee, manager and practitioner self-service capabilities.

Our user experience focuses on the employee journey — allowing employees and managers to perform a variety of HR, pay and talent related tasks via online or mobile access. Responsive technology ensures your employees and managers always have the user experience that fits their chosen device's size and capabilities — desktop browser, tablet or smartphone.

HR. Employees can update personal information via the employee profile, such as: address, email, contact information, emergency contact, etc. Onboarding capabilities enable new hires to view a welcome message, company video and team details; complete new-hire paperwork; and learn about your company culture, mission and values.

Pay. From their first day, employees can access pay details (such as gross pay, hourly rate, preferred payment method, next pay date, etc.). Employees can enroll in direct deposit through a simple upload feature that automatically fills in check-routing and account numbers. Direct deposit and tax withholding information can be changed as needed. Employees can self-enroll for the Wisely pay card. Pay card details, including insight into historical spend by merchant categories, may also be available (if applicable).

Benefits. Employees can enroll//view/change benefit plans (ongoing and annual enrollment), view and print election confirmation, access decision-support tools, link to carrier web sites, manage dependents and beneficiaries and access plan summaries.

Workforce management. Depending on the workforce management components leveraged by Region 4 ESC, employees can view accrued time off, request time off, access current and future schedules and enter timecard information via a variety of input methods.

Talent management. Depending on the talent components leveraged by Region 4 ESC, employees and managers may be able to view their career profile, view and update goals/objectives, view and update performance reviews. Managers may have additional access to perform recruiting, succession and compensation-related actions.

Additional manager access. As employees, your managers have access to employee self-service features. However, because their daily activities also involve reviewing and approving requests and analyzing data, the Manager Dashboard supports managerial tasks within a simplified user experience.

Practitioner access. Your HR administrators may also have additional functionality, including: access to the HRMS and payroll system, reporting and pay data entry templates; the ability to define self-service security across your user base; and the tools to design the workflows. HR administrations with appropriate access can also view the HR dashboard, which offers a centralized location for practitioners to view relevant, actionable information. Performance, talent planning and compensation plans are also configurable by the HR administrator.

All employee-initiated changes are updated in real time following Region 4 ESC-defined workflow and approvals.

Describe the benefits of your solution's mobile capabilities.

Integration with ADP's mobile app drives comprehensive HCM functionality across HR, payroll, time and benefits to help improve employee communications, drive productivity and increase employee engagement. ADP's mobile app is available through Apple and Android applications and uses the same high-level security infrastructure and encryption as our web-based solutions. Mobile and tablet access empowers employees while freeing your HR staff from many routine inquiries. Our mobile capabilities show ADP's commitment to leveraging the latest technologies and providing innovative solutions that enhance the value of our services.

How can your solution accommodate the changing workforce and allow us to meet the rise of temporary and contract-based employees?

Today's HCM solutions cannot capture how work is really happening. Workers are looking for flexible work arrangements so they can work the way they want. More than 55 million people in the U.S. (more than35 percent of the workforce) are gig workers.

Lyric HCM understands the gig economy and engages any worker and non-worker type. You can hire, onboard, manage and pay freelancers, contractors and contingent workers (1099 workers) — as well as manage interns, volunteers and other non-employees in a single system — ensuring the unique needs and regulatory requirements of each worker type are met. The solution delivers ease of managing contingent workforces across our HCM technology via:

- Flexible, team-focused HR functionality.
- Integrated payroll services.
- Contingent talent sourcing.

Explain how your solution can provide a standardized, yet region-specific experience across all our geographic locations.

Lyric HCM is global from the ground up. As a single global system of record, our platform is designed to support compliance globally and accommodate the needs of different cultures and locations seamlessly. Our solution intelligently adapts to global business requirements, interacts in multiple languages and scales to the responsive performance expectations of thousands of employees worldwide.

Plus, ADP's global implementation team, support and security experts bring Region 4 ESC daily support and strategic guidance to help align Lyric to your organization's objectives.

Lyric HCM supports Region 4 ESC's global business goals via:

- Global HR and payroll system of record (SOR):
  - Manage and pay your global workforce in a single user experience
  - Rapidly configure a single SOR for global payroll in 140 countries (by the end of FY25)
  - Avoid manual workarounds associated with U.S. systems adapted for international use
- Compliance expertise everywhere:

- Rapidly and easily apply pre-built compliance standards based on ADP best practices at state or country level as needed
- Leverage 1,500 ADP compliance experts around the world

■ Regional performance optimization:

- Extend your worldwide availability zones to increase global availability and local performance
- Improve user experience, performance and global scalability through cloud-native, multi-tenancy architecture

Reporting and analytics

Describe standard and ad hoc reporting functionality.

Lyric HCM offers a catalog of 40+ out-of-the-box reports clients can run as is or copy and modify for their needs (e.g., edit fields and filters). Reports can also be built ad hoc by client users as needed. During implementation, ADP works with you to identify and create required reports.

Standard and ad hoc reports span each functional area of your Lyric HCM solution and can be extracted into several formats (HTML, PDF, XLS, CSV, TXT and XML).

Describe your workforce analytics and benchmarking capabilities.

ADP DataCloud can help Region 4 ESC find the valuable insights hidden in your people data so you can make better business decisions. This powerful, intelligent data analysis tool helps HR professionals measure, compare, predict and apply insights uncovered from ADP workforce data.

Available in your HCM solution, ADP DataCloud is designed on key client-focused principles:

- *Sophistication simplified*. Apply analytics — tailored to your organization — that are simple to set up, use and distribute.
- *Stories catalyze action*. Turn data into action and business outcomes within your organization.
- *Data differentiates*. Leverage the most powerful workforce dataset to know where you stand versus peer organizations.
- *Business results happen one person at a time*. Go beyond the numbers by connecting to the people and what drives them to make change stick.

All analytics and reporting capabilities include prebuilt content, operate from your existing ADP security profiles and automatically aggregate data from your ADP systems.

What kind of predictive analytics are available for managers and administrators?

Lyric HCM's metrics let Region 4 ESC spot patterns and trends through streamlined, configurable dashboards and embedded insights. Insights for 100 key metrics span core HCM topics (HR, benefits, time, payroll and recruiting).

Examples of embedded analytics/insights include:

- Displaying ADP salary benchmark data when creating a job requisition
- Displaying turnover probability during compensation planning (on roadmap for 2024)

What kind of modeling and forecasting are available now, and what can we expect in the future?

Position management lets Region 4 ESC set a plan and observe variations against it (such as vacancy/overfill rates for planned headcount or FTE budget). You can also use ADP DataCloud Data Mashup for real-time comparisons of your position plan, current vacancies and planned financial budget with visualizations.

In the future, we expect to support tracking estimated-cost budgets per position (and gaps from planned budgets), as well as some limited options to set/model changes to a headcount position-based budget.

Describe your electronic/digital employee document management capabilities, document search and related reporting capabilities.

Region 4 ESC can electronically manage, store and access employee-related documents on the employee record from anywhere through document management functionality. Your employees, managers and practitioners can upload documents and easily access them within organized, logical categories. Security permissions can be assigned to roles for access to documents.

Electronically maintaining employee documents reduces the costs of housing paper copies and increases productivity by providing quick access to files in a single location.

Our implementation team can provide tooling to migrate mass amounts to documents to associate profiles during implementation. Documents are typically loaded individually on an on-going basis.

Describe your solution's import and export data tools and capabilities, including mass data loads and bulk changes.

For mass data loads, our team ensures the accuracy of your organizational and associate-level data and loads this data to truly reflect the way you work and align your people.

Lyric HCM supports client-defined selection and execution of mass changes. If a mass change adds a record to an employee transaction, the previous record is maintained. Applicable changes are stored with available audits, and history is automatic.

The mass-change functionality can be defined to include specific groups of employees. Filtering criteria can include items such as enterprise unit, location, department, reports-to manager, employee status and salary grades.

Implementation and Support

Implementation phases

Lyric's implementations follow a high-touch, deliverable-centric model to support a transparent experience to meet your expectations. Our implementation and client success teams work jointly to drive process improvement and create a change-management agenda for the entire employee base. Our client engagement approach includes four main phases:

Phase 1: Initiation. Occurring three to five weeks after signing the letter of intent, this phase allows us to define the objectives, capabilities and phased roll-out of enhancements over the program life cycle.

Phase 2: Design & Build. Rather than asking Region 4 ESC a series of questions about your current state, we use a series of best-practice processes for high-volume self-service actions to determine how these fit your needs or what adjustments should be made. We also preview Lyric's core data structures and discuss required user fields and expected field defaulting logic. In addition, your functional requirements and use cases are documented in a requirements document.

Phase 3: Validation. Our client success team joins the implementation team for the validation phase. The specific timelines for sub-phases are determined based on the complexity of the implementation.

Phase 4: Production. After Region 4 ESC goes live with Lyric, our client success organization guides client adoption of the solution, moves your organization to adapting to the solution through continuous improvement and arrives at a stage where Lyric drives ongoing business goals and analysis for you.

Implementation team

A well-defined ADP/client project team is critical to the success of the Implementation. ADP and Region 4 ESC both provide project team members with the process knowledge, skills, time availability and dedication to perform their role and fulfill assigned responsibilities. Key resource roles include:

- Executive sponsor.
- Implementation delivery manager (project sponsor).
- Project manager.
- Implementation consultants.
- Technical consultants.

Since a collaborative approach creates the most successful implementation outcome, we recommend Lyric clients commit team members for these roles:

- Executive sponsor.
- Program manager.
- Change champions.

- Functional area leads and subject matter experts.
- Technical leads.
- Learning lead and SMEs.

Every client is unique in who and how they engage a project of this nature so you may choose to align resources to these functions across a variety of internal roles as needed (based on your organizational structure and your resource bandwidth).

Client success and client service team

Immediately after LOI signing, Region 4 ESC is assigned a client success executive for the lifetime of the engagement. This critical team member owns the executive client relationship, working continuously throughout the client's journey with ADP to orchestrate measurable outcomes that drive value. During implementation, a client service team is also assigned as your primary day-to-day contact as your work in Lyric. Additional members of the client service team include the client service director and client service manager.

Each team member brings a variety of skill sets and comprehensive capabilities to ensure ease of use, thorough service coverage and continual communication for our clients throughout the service experience.

The client service team becomes engaged with Region 4 ESC several months before your Lyric go-live to establish program knowledge and delivery continuity as you move into ongoing service delivery.

ADP client service consultants. As the primary contact and owner for day-to-day support and client inquiries, service consultants are familiar with your specific solution and bring expertise across specific HCM domains (HR/talent, payroll, time and benefits). These associates:

- Facilitate weekly client status calls.
- Directly receive service requests, offer solutions and deliver on commitments.
- Provide insight on product releases, features and functionality.
- Engage additional ADP support teams, when needed, using specialized support technology with built-in AI and machine learning for real-time collaboration with other ADP product experts or HCM centers of excellence (such as GL, reporting, compliance solutions (tax) and wage garnishment).

In addition, Service Connect is our web-based, self-service tool where you can submit service requests (indicating the level of urgency) to your ADP team and quickly track progress of each request. Service Connect is available 24x7 to submit a new service request (directly to the ADP service team) for review during the stated support hours, check the status of open requests or search historical requests. You can also easily communicate with your ADP service associate by adding notes or safely sharing secure attachments on any open request.

Client service manager. Client service consultants are led by a client service manager who works behind the scenes to coach associates, collaborate to achieve goals, address escalated requests and streamline processes to deliver the best client service experience.

ADP Strategic Advisory Services. Available at no cost, this team of experts provides insight, actionable ideas and value-added support to help you optimize your HCM strategy. The result often provides a potential financial impact from optimizing talent, workforce, compliance, payroll and HR service delivery, change management and communications strategies.

ADP Professional Services. This team offers HCM subject-matter experts for project management, system testing, API support, HCM process evaluation and staff when needed to backfill existing team members on leave or for a special project. Experts are available to provide data analytics consulting to help align your data to your organizational goals. If you need to make changes, our services include the creation of fully customized change management and communications materials. These services help ensure you maximize your investment in your ADP HCM solution.

Technical services. ADP assumes the responsibility for managing and maintaining the application environment. If you experience problems connecting to the application, our specialists are available to help resolve 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. Specialists in IT processing and support ensure availability of the appropriate resources our clients may need. Customization specialists 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 associates monitor hardware functions, monitor and tune database performance and maintain network connectivity.

Each team member brings a variety of skill sets and comprehensive capabilities to ensure ease of use, thorough service coverage and continual communication for our clients and their employees throughout the service experience.

Talent Management

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Talent Management

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Talent Management

Region 4 ESC's most valuable resource is your people. Developing and keeping valuable talent and aligning productivity to business goals are important initiatives for successful organizations. However, having the processes, visibility, and governance to achieve these initiatives is often out of reach.

ADP Talent Management provides automation, structure, and control of performance, succession, learning, and compensation to drive efficient HR processes. When integrated with our end-to-end human capital management (HCM) solution, Region 4 ESC can better monitor and control your talent processes.

Performance

As part of ADP's talent management suite, our performance module provides integrated tools and information to cascade goals throughout the Region 4 ESC organization to drive higher workforce performance. The entire performance management process — from goal planning to evaluations — is automated to keep everyone focused on strategic priorities, and the review cycle progresses with minimal need for HR intervention.

The employee profile captures current goal status, competency and career path information in a single location. Dynamic management dashboards with team and individual views provide insight into group and employee performance status. Managers and employees are engaged in a year-round performance management process that keeps the entire organization on track to achieve established corporate goals.

Organizations can:

- *Reduce performance review cycle times*. Review cycle times are significantly reduced as predefined workflows automatically route online evaluation forms. Review forms are automatically populated with current goals and competency assignments from the employee profile. Instant access to goal-related comments and feedback helps managers effectively complete performance reviews.

- *Improve performance plan effectiveness*. Optimizing employee performance is a dynamic, ongoing process (instead of a static, annual event). Performance management is transformed into an interactive, employee-centric process that consistently drives results. Employees and managers work together to set weighted SMART goals, competencies and development activities to create ranked priorities aligning with manager and Region 4 ESC objectives. Status can be checked at any time to ensure progress toward goal achievement.
- *Pay for performance*. Our performance and compensation modules are tightly integrated so managers can link compensation awards directly to performance ratings as part of Region 4 ESC's pay-for-performance program.

Our performance module supports:

Cascading goals. Cascading goals effectively link individual performance directly to strategic priorities and help employees understand how their contributions impact bottom-line results. Region 4 ESC can align and motivate the entire workforce — individual contributors, managers and executives — to successfully execute your corporate strategy. Your HR administrators can assign goals to individuals or groups.

An employee-centric interface. Our intuitive interface — with integrated employee profiles — engages users in a highly interactive web experience. Employees manage and update their profiles as goal progress occurs and development activities are completed. New goals added to employee profiles are automatically included in individual performance plans based on dates. Performance plans always reflect the most current employee information. Performance review information and scores can also be reviewed.

Powerful management dashboard. Managers can view and analyze all performance-related information for their employees through a dynamic management dashboard. Team and individual views give managers visibility into the status of their teams and their processes or status.

Configurable performance review forms. HR users can easily create online appraisal forms to meet Region 4 ESC's specific requirements.

Succession

ADP's succession solution can help Region 4 ESC develop the right people for the right roles faster through a variety of tools, including:

- Successor nomination tools.
- Successor side-by-side comparisons to help identify the best nominee.
- Bench-depth and bench-spread dashboard reporting.
- 9-box visualization tools.
- Succession dashboards for Region 4 ESC-defined criteria.

- Organizational charting that includes successor nominee listings.

Region 4 ESC can expand outside the highest levels of your organization to find the right successors and see your bench strength.

Organizational visualization. To understand bench strength, Region 4 ESC must have an organizational point of view. This information is vital to understanding vulnerabilities and addressing gaps that correspond with critical positions in your organization. Our tool also helps facilitate discussions to develop contingency plans.

9-box. Employee comparisons are always challenging — especially without a common frame of reference. Our 9-box comparisons can be based on performance versus potential, risk versus impact of loss, etc. Our succession solution can be configured in standard 9-box mode, or we can accommodate other frameworks (12-, 15-, 16-box, or more). Greater depth information, such as compa-ratio or risk of loss, is instantly available.

Successor nominations. Managers can search and compare potential successors. A list of potential successors is automatically created based on required job competencies, and managers filter this list based on their criteria.

Managers can drag and drop the images of existing or potential successors and compare them to find the best candidate.

Talent pooling. Region 4 ESC can use the talent pool feature to identify, group, and manage a set of employees based on defined criteria:

- An HR administrator can create a talent pool and manage the individuals who can access it.
- In addition to creating and activating the talent pool, the HR administrator can configure an assessment associated to the talent pool.
- Managers who have been associated to a particular talent pool can assign individuals to it and assess them.
- Managers can filter from one to five levels within the organization and can include or exclude their direct reports.
- Managers can further narrow the talent pool list by filtering the individual’s current competencies and job details.
- Managers can search for an individual by name, employee ID, job title, or job code and add him or her to the talent pool.

Compensation

ADP can help Region 4 ESC keep pace with the changing compensation landscape — while helping you comply with your established compensation requirements. Merit increases, promotions, lump-sum amounts, equity adjustments, stock plans, bonus plans and other compensation treatments are supported. Goal-driven compensation allows you to reward your employees based on progress toward specific outcomes, and off-cycle compensation awards are supported according to your established rules and workflows.

Our compensation offering includes:

Manager experience. The intuitive manager experience presents information a simple, highly functional manner resulting in:

- Minimal training requirements.
- Effective decision-making.
- Increased user satisfaction.
- Higher adoption rates.

Our single-screen planning interface provides your managers the information and tools needed to conduct compensation planning — presented via dynamically built screens displaying only the relevant information for each employee. Decision-support tools automatically enforce rules and guidelines to improve productivity, accuracy and cost savings.

Administrator experience. Region 4 ESC's corporate, regional or divisional compensation administrators leverage our web-based configuration tool to manage organizational hierarchies and control parameters (accessibility dates, guidelines, budgets and rules). These administrators maintain overall governance of your compensation strategy, and the compensation module is configured so managers have the information and tools needed to execute the strategy. Designated administrators can run trial, test or model scenarios. Using our tools supports a cohesive, enterprise-wide process that drives the entire Region 4 ESC organization toward the strategic goal of increasing workforce performance.

Reporting and analytical tools. Managers and administrators use interactive, on-screen reporting tools to analyze compensation data on demand (a library of standard reports is also available). Managers and administrators can also use the ad hoc reporting tool to create their own reports. Reporting provides a real-time view of compensation data to support adherence to Region 4 ESC's pay-for-performance model and allow organizational analysis of compensation decisions.

International support. Global clients require specific functionality to support international requirements. Our compensation module supports multiple elements, languages, currencies and international date/time formats. Cross-calculation between annual and alternative salary periods (monthly, biweekly, etc.) results in accurate, consistent global compensation planning and reporting.

A solution for the entire organization. We deliver a highly interactive, intuitive web-based experience for managers, executives and HR administrators. Dynamic displays provide insight into compensation planning status and budget usage. Key benefits of our compensation offering include:

- *Executives gain insight*. A CFO wants to see budget usage for each department by noon, and a VP of HR needs to brief the Board of Directors on the pay-for-performance plan tomorrow. We provide answers to the questions executives ask — quickly and easily. HR professionals can export a planning screen to a spreadsheet, save the standard performance distribution report to a PDF file or create a customized report for executives.

- *HR controls the process*. Maintaining control over compensation budgets and awards while still giving managers flexibility is challenging — especially when compensation programs have many variables. You can create budgets, guidelines, and rules to lock in control while providing decision-making managers the flexibility to reward employees appropriately. Our compensation module supports hard and soft guidelines, budget holdbacks, approval overrides, and other features to enforce rules and handle exceptions to meet the requirements of dynamic organizations.
- *Managers make better compensation decisions*. Unique decision-support worksheets offer expert guidance without complicating the user experience. Worksheets facilitate the direct data entry of increases (flat amounts or percentages). Managers can also access a graphical interface that shows compensation recommendations when the manager moves to a point on a scale in relation to guidelines and configured ranges. All data and guidelines are employee-specific so managers do not have to consult other reference tools.

Our compensation, performance, and succession modules share a common platform to support integrated talent management that identifies top talent, pays for performance, increases employee retention, and helps ensure competitive success.

Learning

In today's highly competitive business environment, continuous improvement is critical for all employees — whether they are new to the organization, planning for their next career change or looking to improve performance in their current position. Organizations need to target, manage and deliver formal and informal learning activities for each employee.

Employee development needs range from educating new hires about Region 4 ESC's business and processes to helping employees earn certifications that require documented course completion. In addition, to drive employees' ongoing personal and professional development, Region 4 ESC must be able to create, schedule and administer live classroom training, online learning content and mentoring programs.

Learning and development are integral to improving employees' performance in their current jobs and preparing them to successfully pursue future career options. Linking specific learning and development tasks to an employee's current and future goals requires integration with other talent management functions, including performance evaluations and succession planning.

ADP's learning management system (LMS) manages and delivers 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:
  - Articles.
  - E-books.
  - External HTML links.
- On-the-job mentoring activities.
- Discussion forums.
- Social learning.
- Web conferences and virtual classrooms.
- ADP Learning Content Hub with content curated by Go1.

ADP Learning Content Hub. We help our clients select and curate content managed by Go1 with tailored playlists (such as industry or topic). We offer:

- *Starter Bundle*. Curated courses address HR compliance; diversity, equity and inclusion; personal development; leadership development; health and well-being; professional development; and workplace safety.
- *Premium Learning*. ADP's LMS provides access to more than 200 unique content providers with more than 80,000 pieces of content to help improve proficiencies from compliance to upskilling.

With Premium Learning, Region 4 ESC can also leverage ADP's optional Learning Strategy Consulting Services:

- *Learning Content Consulting*. During implementation, ADP's strategic learning consultants provide four hours of support to develop multiple curated learning curricula for Region 4 ESC):
  - *Discovery call*. Understand your organizational development goals and compliance-related learning needs.
  - *Content curation*. Curate previewed content to align with your learning goals and format preferences and organize custom curricula and learning paths.
  - *Review call*. Provide our recommendations for content, catalog setup and learning programs and demonstrate how the Content Hub works.

- *Learning Strategy Consulting*. Our strategic learning consultants partner provide personalized support to help you maximize the LMS and the Content Hub to support your organizational goals. We offer 16 hours of support over 12 months:

  - *In-depth analysis*. We work to understand your organizational development goals and analyze your current status and desired future state (including current learning behaviors and compliance-related learning needs).
  - *Custom initiative support*. We provide multiple custom curricula, content recommendations and learning programs, as well as catalog setup and LMS feature optimization.
  - *Ongoing analysis*. We conduct content utilization reviews, analyze learning campaigns and identify learning trends specific to your industry and employee demographics.

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. Learning catalogs are organized by categories, such as job role, topic, and certification, to meet Region 4 ESC's 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 Region 4 ESC's 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. Standard reports provide visibility into registrations, course completion, exam results, and certifications. Ad hoc reporting tools support on-demand queries for quick access to information.

Talent activation (StandOut)

For decades, CEOs and leaders have been craving the secret to reliably increasing — and sustaining — engagement in their organizations. Because annual models are flat and static, they fail to provide reliable insights for organizations. Engagement is, and always will be, fluid. Complex human capital management (HCM) systems that treat engagement as an abstract theoretical measure serve the wrong purpose and do more harm than good for employee engagement.

StandOut uses science-based, research-backed data on engagement and performance through a strength-based lens. We know engagement begins with the team leader and is best driven by a team leader. StandOut captures the insights and techniques of the world's top team leaders and uses tools, technology and coaching strategies to drive engagement and achieve results through a highly flexible, simple tool called **StandOut Engagement**.

By asking the right questions at the right time to the right people, StandOut Engagement gives team leaders (and the organization) direct insights with informed engagement actions — every time in real time. Leaders receive relevant team insights, paired with easy access to personalized guidance, to help them consistently focus each team member to move the needle and improve engagement and retention.

When an employee leaves the organization, the reasons are visible to HR, as well as the team leader. Regular use of the StandOut Engagement, combined with coaching, allows Region 4 ESC to foresee the risk of an employee's departure.

Engagement

ADP Research Institute's definition of engagement

StandOut specializes in engagement and performance through simple, predictive, real-time data proven to measure and improve engagement. Engagement is the set of feelings individuals have toward themselves, their work and their coworkers that cause them to do their best work in a way they find fulfilling. This definition is based on the idea that people's feelings affect their behavior today and their future behavior. "Engagement" captures two concepts:

- How does the person feel right now?
- How do these feelings affect the person's ability to keep doing their best work in the future?

No matter how important a certain set of feelings is theorized to be, if it is not possible to prove the measured presence of these feelings predicts performance/retention, then these feelings cannot be considered important elements of engagement. Our definition of engagement — the emotional state of mind that causes people to do their best work sustainably — provides us with a coherent direction about what engagement is, as well as the means by which we can validate and reliably measure the core elements of engagement. With proper, real-time measurement, we can prove increases in engagement lead to increases in performance and decreases in voluntary turnover.

Using engagement to predict performance and business outcomes

The seminal work on the relationship between engagement and performance/retention was conducted by Frank Schmidt, James K. Harter and Theodore L. Hayes and published in 2002 in the *Journal of Applied Psychology*. Their research focused on the measured engagement levels of thousands of business units (such as restaurants, bank branches and sales regions) and the measured performance/retention of these business units. Schmidt, Harter and Hayes used meta-analytical techniques to estimate the strength of the correlative and causal links between engagement and performance/retention (2002). They found a clear relationship between engagement and other important metrics (such as customer satisfaction/loyalty, profitability, productivity, accidents and turnover) at the business-unit level. The paper combines multiple studies, industries and organizations to establish non-trivial relationships between engagement and business-unit metrics important to any organization.

With advances in survey methodology, we can examine which employees are engaged today, which ones become less or more engaged over time and what behaviors — whether productive or not — these employees manifest in the future. Using only eight engagement questions, we can assess how a person's feelings at one time predict the behavior at another time. Findings from the ADP Research Institute suggest:

- Individuals who voluntarily terminate from an organization are much less likely to be fully engaged. *
- Employees who gradually become less engaged over time are far more likely to leave the organization.
- Individuals who report higher levels of engagement sell more.
- When employees have a reliable measure of knowledge worker performance, high performance and high engagement are strongly related.

** Fully engaged is a proprietary binary metric derived from the eight engagement items.*

Measuring engagement effectively

The Engagement Pulse survey is designed to gauge how effectively leaders are engaging their teams. Each survey item has been thoughtfully designed to reduce the measurement error owing to poorly designed items and idiosyncratic rater bias that can occur with 360-degree evaluations. The items have also been created to be actionable and provide a team leader with the insight needed to effectively and intentionally engage employees — creating more profitable, productive teams and organizations.

The Engagement Pulse survey is constructed deliberately to measure the conditions of engagement and investigates **purpose**, **excellence**, **support** and **future**. Each item is based on its usefulness for a team leader to create change in the workplace. If an engagement survey contains the wrong sort of questions, the scores on the questions won't predict performance and retention (the scores on these questions won't matter). Many engagement surveys include ineffective questions, and managers are encouraged to increase their scores on questions that won't actually drive any real-world increases performance/retention. Although it may seem any engagement question will show some sort of positive relationship to performance/retention, meta-analytic research reveals only questions with four specific characteristics measure the employee's feelings that actually predict performance/retention:

- One thought only.
- Me rating me.
- Contains an extreme.
- Common everyday language.

Using these four criteria, the ADP Research Institute identified eight questions as the core of effectively measuring engagement:

Q1: I am really enthusiastic about the mission of the company (Purpose). Great team leaders help their team members understand the purpose of their work and how that work benefits the organization as a whole. Team members who are more engaged through the organization's mission are willing to personally invest mind, body and spirit for something they believe in deeply.

Q2: At work, I clearly understand what is expected of me (Purpose). Team leaders are responsible for making expectations of team members transparent and clear. Team members who understand their expectations are happier and more engaged with their team leader and the organization.

Q3: In my team, I am surrounded by people who share my values (Excellence). Team members want to work with individuals who care about them and share their personal values and organizational commitment. Developing relationships with like-minded people builds trust, improves communication and spurs other valuable outcomes.

Q4: I have the chance to use my strengths every day at work (Excellence). Team leaders who understand their team's strengths will help utilize the talent and skills that make their team members fully engaged. Team members who use their strengths provide outstanding performance.

Q5: My teammates have my back (Support). Working together and developing relationships allow teams to feel supported. Great team leaders foster this sense of protection when unanticipated situations arise. Teams endorsing this statement have greater communication and trust in one another.

Q6: I know I will be recognized for excellent work (Support). Great team leaders constantly let their team members know their work is important. Recognition is an ongoing feedback loop focused on performance (not a once-a-year project). Team members need to know that their efforts are recognized and supported.

Q7: I have great confidence in my company's future (Future). Team leaders are the connection between the organization and their team members. Team members need to feel comfortable the employer where they are investing their mind, body and spirit will be around to support them in the future.

Q8: In my work, I am always challenged to grow (Future). Team leaders are responsible for the growth of their team members. A deep understanding of each individual's strengths allows the team leader to provide challenging opportunities for each team member to grow. Continued support to learn and grow is part of the work-life benefit provided by an organization.

Each question is measured using a five-point Likert scale (1 Strongly Disagree to 5 Strongly Agree).

Surveys

Survey administration

StandOut offers the ability to survey the enterprise, as well as individual teams using any cadence Region 4 ESC chooses. Your designated administrators have full control over when to launch a survey and to which populations, and there is no limit to how many surveys Region 4 ESC can launch. StandOut supports annual enterprise surveys, pulse surveys, team surveys and custom surveys. Surveys can be administered based on a hierarchical organization chart, as well as to dynamic, matrixed and ad hoc teams not represented on an organization chart. Separate teams can be surveyed using schedules that are different from the enterprise. Team leaders can also do a pulse survey with their own teams, which does not require a centralized administrator to launch.

The StandOut Engagement Pulse is activated by automated deployment by Region 4 ESC's HR administrators or team leaders. Surveys can only be launched on teams with at least three team members. If at least three team members respond, values are automatically reported to the team leader and Region 4 ESC. If fewer than three team members respond, the survey is closed and no results are reported. The survey is open for 14 days or until all team members complete the survey.

Automatic email reminders are sent to team members who have not completed the survey three days and one day before the survey closes. All survey responses remain anonymous — the results show team averages.

Region 4 ESC administrators can add questions to the standard eight questions, or they can create separate, customized surveys. This capability offers our clients additional tools for measuring the employee experience, including Workplace Resilience, suing research-backed question sets from the ADP Research Institute. Designated administrators can create new surveys or utilize the existing StandOut Surveys (an Engagement Survey and a Workplace Resilience Survey). We expect to offer additional research-backed question sets in the future.

Survey results and reporting

StandOut provides a real-time view of employees' strengths and the work being done. Tools and coaching help teams and team leaders discover "where they are" and drive Region 4 ESC's most important business outcomes. Our insights and intelligence teams partner closely with you to discover and validate relationships between employee engagement and your business outcomes. Because each organization's processes, strategies and available data varies, this work is customized to Region 4 ESC unique needs.

For administrators

The Engagement Pulse survey is designed to understand employee engagement and leader effectiveness through the eyes of team members. The Engagement Pulse yields two related scores, as well as item-by-item scores:

- *Overall engagement level*. This score, expressed as a number between 1–100, reveals a team's overall engagement. It is calculated as "percentage favorable" (Agree and Strongly Agree) calibrated summary of the team's entire dataset.
- *Extreme of engagement*. This score, expressed as "percentage fully engaged," reveals the percentage of a team's members who are psychologically committed to their work (Strongly Agree). These people are dedicated to the purpose of the company, certain in their definition of excellence, confident in the support of their teammates and excited by the company's future.

Survey data, leader reports and leader coaching/actions are available immediately after the survey closes. Talent practitioners and business leaders have access to:

- Team-level individual and team information, as well as team-level survey data.
- Aggregate survey data by audience (audiences are defined based on Region 4 ESC metadata).
- Team-level survey status, date launched, number of respondents, Global Engagement Index score, percentage fully engaged.
- Team-by-team scatter plot (Global Engagement Index versus percentage fully engaged).
- Drill-down capability from the organization level to the individual team and team leader.

StandOut Admin capability allows Region 4 ESC's administrators to manage your user base and use outbound nightly data extracts to:

- Import data to talent management and HRMS systems to support additional processes (such as compensation).
- Generate reporting and analytics by combining StandOut information with data from other systems.
- Quickly and easily filter results in platform by metadata fields (department, job families, geographies, etc.).
- Create your own reports and export the data (CSV format) to be evaluated against other organization metrics (retention, profitability, safety, etc.).

Data analysis is only limited to the extent Region 4 ESC can provide metadata about your employee populations. If you can provide additional data elements (diversity, tenure, age, etc.), StandOut can provide reports. The benchmark data available in StandOut is based on geography and industry.

Region 4 ESC-specific benchmarks can be entered into StandOut, which allows individual managers to compare their scores to customized benchmarks and previous survey scores. StandOut allows organizations and managers to compare to the most meaningful benchmarks — which are Region 4 ESC's engagement trends over time and individual team trends over time.

For team leaders

When team leaders see their scores, they want to know "What can I personally do to make my team more engaged in and excited by their work?" They want practical ideas customized to their unique strengths as a leader — and to the engagement scores of their actual team. We don't measure engagement for the sake of gathering data; we measure engagement so we can get more of it. StandOut Engagement gives the team leader immediate results from a locally triggered Engagement Pulse that is informed by strategies customized to the team leader's unique strengths.

The StandOut Engagement platform provides a five-step in-platform walk-through for team leaders when they are presented with Engagement Pulse results in their dashboard for the first time (or upon viewing Engagement Pulse results for the first time).

In the Engagement Pulse module, team leaders receive their team's engagement results immediately through the StandOut platform. When team leaders visit the Results page for the first time, they are prompted with a Learn More module introducing the Engagement Pulse. This self-paced walk-through teaches leaders how to review the results and share them with their teams. This feature provides information about Engagement Pulse results, including:

- Overall engagement.
- Percentage fully engaged.
- Top two item-level scores and tips.
- What to do next.

These highlights educate team leaders on how to consume their results before diving deeper. This information can be printed, and it is archived in the leader's engagement survey history.

StandOut Team Performance

StandOut Team Performance can be implemented as a way to improve retention and deliver weekly insights to leaders about individual employee engagement. These insights allow managers to see in real time who might be at risk of leaving the organization in the near future, and leaders have visibility into employees who might leave before they submit a formal resignation. StandOut Team Performance leverages a weekly check-in to gain these insights.

The most effective leaders — those whose teams have measurably higher performance and engagement scores — share one simple ritual: weekly conversations with their team members about their near-term future work. These light-touch, weekly check-ins give team leaders visibility to each team member's real-time engagement, weekly priorities and needs. Our research shows team leaders who complete weekly check-ins with team members have a statistically substantially higher level of engagement than those that don't.

A StandOut check-in is a strengths-based conversation between a team member and their team leader about near-term future work (typically work the team member will focus on during the next week). Check-ins are one of the most important rituals a team leader can establish to support team members. They deliver timely coaching and focused attention on current work. Check-ins are a gateway for team leaders to help their team members play to their strengths — resulting in high team member performance and growth.

The check-in is designed to collect information from team members about their recent experiences at work, near-term work and the support they need from their team leader(s) to be successful. Team leaders gain important insights about team members' experiences. The check-in is completed within StandOut, and the conversation between the team member and their team leader comprises the most important ritual of the StandOut approach: Focus Your Work. Check-ins facilitate the collaborative effort required to transform talent into extraordinary performance.

The check-in process is initiated by a team member each week. The team member is asked to answer these questions (which should take no more than five minutes):

- This week I had a chance to use my strengths every day at work (on a scale of 1–5)
- This week I added outstanding value (on a scale of 1–5)
- Activities I loved (open text field)
- Activities I loathed (open text field)
- Priorities for the upcoming week (text field with formatting to build, prioritize and mark priorities as completed)
- What help do you need from your team leader(s) this week (open text field)
- Did you connect with your team leader this week about your work (Y/N)

Team leaders immediately see a team member's check-in on their StandOut dashboard. The check-in is not meant to replace a 1:1 meeting — it gives the team leader immediate insight to comment and quickly prepare for a 1:1 meeting about the work the team member is about to do right now and how the team leader can help.

Personalized, in-platform coaching, based on a team member's strength roles, is provided to each team leader to better focus, challenge and reward each individual.

The relationship between check-ins and engagement is clear and unwavering. Across every client in every industry, teams that check in once a week have higher engagement scores than teams that check in less frequently.

In addition to technology, StandOut provides pragmatic, calibrated coaching tips to support effective conversations with team members. Team leaders can also access tools to drive real-time, continuous engagement via:

- Educational videos and quick-start guides for all StandOut processes and features.
- Recommended activities for each Engagement Pulse question calibrated to the team leader's strengths and the question's average response value.
- A team meeting guide providing a framework for team leaders to share Engagement Pulse results with the team and discuss the results.

Technology platform and requirements

StandOut is a web application built using PHP, JavaScript, HTML and CSS. It leverages CodeIgniter PHP framework, MySQL databases, Memcached server, jQuery JavaScript library and other libraries and tools to provide functionality to the user. The StandOut application is an omni-platform, which makes it compatible with the latest versions of Internet Explorer, Chrome, Firefox, Safari, Edge and modern mobile browsers. It can be accessed using single sign-on or through a mobile application or through a web address (link). Surveys can be completed on a desktop, laptop, tablet and mobile phone. Results can also be viewed on a desktop, laptop, tablet and mobile device. It was designed and developed in an extensible fashion consisting of modules and features that can be configured for every client.

Clients can now choose to configure integrations with Slack, WebEx Teams and Microsoft Teams that will surface StandOut Engagement Pulse and Custom Survey notifications in those tools.

Implementation

Our implementation process begins with sharing responsibility for the project. ADP contributes project management expertise, and Region 4 ESC 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

Our methodology focuses on clear, repeated communication between ADP and Region 4 ESC — especially during the modeling and collaboration phases — so we understand your expectations.

ADP's standard implementation methodology can be adapted for small or large organizations across these phases:

Step 1: Modeling. Region 4 ESC contacts and ADP teams are introduced; teams scope the project with a focus on business requirements, technical necessity, and potential challenges.

Step 2: Collaboration. ADP works with Region 4 ESC through iterative reviews to determine the optimal configuration to achieve the project goals and best fit your needs.

Step 3: Prove It. ADP performs validation and loads Region 4 ESC data for user-acceptance testing.

Step 4: Realize. Once user-acceptance testing is successfully completed, the talent management suite goes into production and is available for training (if required) and/or employee use.

Timeline

The duration of the project varies based on complexity, availability of Region 4 ESC resources, and other variables. We will provide project plan and timeline details following requirements discovery with Region 4 ESC.

Implementation team

ADP assigns implementation resources based on Region 4 ESC's project scope, desired talent functionality, and project timing. The team comprises multidisciplinary, professional associates who may assume more than one role as they implement and support your talent management suite.

We assign roles to specific individuals once the statement of work has been completed:

- The **project manager** leads the implementation; manages any significant ongoing changes; produces all project management deliverables; monitors the status of each task; and documents and communicates project assignments, status, risks and resolutions to Region 4 ESC and the implementation team.
- The **application configurator** performs all user-interface configurations according your business requirements and functional specifications. He or she implements the technical design to provide the look, feel, and functionality Region 4 ESC has specified.

Partner responsibilities

Region 4 ESC's project team clearly articulates your talent-related processes. This team participates in two meetings and reviews/tests the fully configured solution.

Core project team members receive weekly updates, set direction, and give final approval of the process design. Ideally, Region 4 ESC's project team includes:

- Project manager.
- Process consultant/HR/talent specialist.
- Executive sponsor.
- System administrator (ongoing).
- HRMS lead/data migration lead.
- Web and email administrator.
- Marketing resource.
- Legal counsel.
- Technology/integration resource.

Service

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 underscore this service philosophy.

Ongoing support

Region 4 ESC's designated contacts are assigned a dedicated analyst, backup analyst, Tier 2 support consultant, and a client service leader to support your account as needed. Service center analysts are also available to answer calls Monday through Friday from 8:00 a.m.–8:00 p.m. Eastern time. Clients can also submit their questions/concerns directly to the email queue at **ADPTMSSupport@adp.com**. They receive a confirmation email of their service request.

ADP service analysts efficiently address client inquiries. Our service analysts engage the appropriate ADP resources to address the client's issue and provide prompt, thorough resolution. Our clients do not need to navigate through our organization to resolve an issue.

Regarding learning management, Region 4 ESC's designated contacts can reach out to ADP's learning support team with general inquiries and technical support questions. These specialized associates are available to answer calls Monday through Friday from 8:00 a.m.–8:00 p.m. Eastern time. Clients can also reach the learning support team via email: **ADPLMSSupport@adp.com** (which automatically generates a service request).

The service team consists of a centralized team of dedicated analysts with experts from our solution design and product management teams providing additional support and coverage. This structure allows maximum client coverage and supports an even distribution of workload across the team.

Training

After working closely with ADP during implementation, your team will be very familiar with all talent functionality. We train your HR administrators on the talent management suite during two half-day administrative training sessions. This information allows you to conduct your own internal train-the-trainer sessions.

We provide a variety of programs for an additional fee if Region 4 ESC requires further training support:

Instructor-led training. An ADP trainer delivers a presentation to the end users. A typical instructor-led training session includes an overview of the client's current processes that highlights any changes resulting from:

- Implementation of the talent management suite.
- An introduction to talent management objectives.
- Highlights of guidelines used.
- A how-to guide for accessing and using the talent management suite.
- A demonstration of the talent management functionality.

Instructor-led training can be presented on site to a live user audience or as a web-based session that can be attended by users at multiple locations.

Train-the-trainer. For organizations where training is best received when provided by in-house support staff, ADP's train-the-trainer option transfers knowledge to in-house resources. We conduct intensive training for the training associates to teach the philosophy, content, and step-by-step use of the talent management suite to prepare them to train the end users. This approach allows you to more fully leverage in-house resources and better facilitate user adoption of the talent management suite.

Interactive tutorial. Our web-based tutorial provides a step-by-step demonstration of screens and functions to guide users as they access the talent management suite. The tutorial's animation illustrates how to navigate the solution while text boxes provide an explanation of each feature. Users can proceed through the tutorial at their own pace.

Pre-recorded training. ADP can provide a pre-recorded training session to give end users:

- A web-based view of the talent management suite.
- A voice commentary explaining how to access the talent management suite.
- An overview of the available talent functionality.
- A detailed look at how to use the talent functionality.
- Feature highlights.

The pre-recorded training session is made available to users at any time via a web-based viewing tool.

Overview guide. An overview guide educates the target user population about the benefits of the talent management suite. It sets expectations on how and when to use the talent functionality and provides access information. A cover letter can be included with the guide to show organizational support for the initiative and to reinforce your talent philosophy.

End-user guide. An end-user guide provides an overview of the talent management suite. It includes screen shots, navigation information, and details of how and when to use the talent functionality. The guide can be provided electronically or printed and mailed to end users.

Workforce Now Comprehensive Services

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Workforce Now Comprehensive Services

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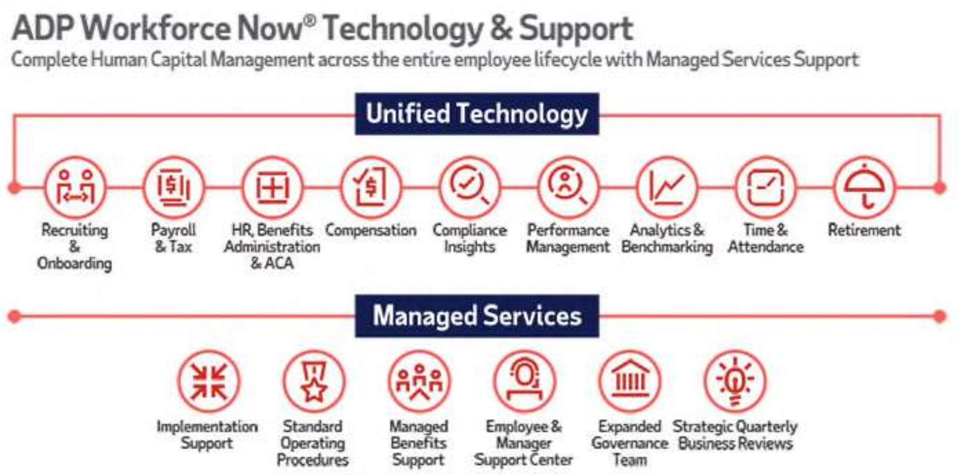
Workforce Now Comprehensive Services

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.

Region 4 ESC 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 includes:

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 assist with:

- Risk and safety education and certification.
- Implementation of safety programs.
- Recommendation and support for OSHA compliance.

- Risk reporting and ongoing service plans.

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.
- Form W-2 administration.
- Wage garnishment processing.
- General ledger.
- Payroll reports.

ACA Center of Excellence. An extension of ADP Comprehensive Services, ADP's ACA Center of Excellence helps Region 4 ESC make sense of complex administrative requirements by combining our innovative technology solution with unmatched service and hands-on expertise. This is the 'partner' aspect Region 4 ESC counts on with ADP's outsourced services, as we help the company adapt to complicated legislative and regulatory changes and navigate evolving compliance requirements.

Available to assist administrators with their understanding and application of the ACA, including:

- Stay up-to-date on the changing legislative environment as it relates to ACA compliance matters.
- Access continuous education and client webinars.
- Provide trending analyses and best practice guidance for managing ACA compliance.
- Forms 1095-C and 1094-C are automatically generated based on data in Workforce Now.
- Provide support to client administrators to assist with understanding their ACA data and maintenance requirements, as clients are responsible for verifying the accuracy of the data before approval.
- Electronic transmission of Forms 1095-C and 1094C to the IRS, once approved.
- Troubleshoot IRS errors.
- Penalty management research.

Wage & Hour Compliance On-Demand. An extension of ADP Comprehensive Services, ADP's Wage & Hour Compliance On-Demand helps Region 4 ESC stay up-to-date on federal, state and local regulatory compliance. The foundation of compliance on-demand is the Littler GPS Compliance Database. Our content is comprised of two components with Littler GPS's database and ADP's self-service portal and repository of: compliance articles, industry updates, news, required labor law posters, standardized forms and proprietary ADP thought capital and workshops. We aspire to provide proactive, centralized compliance content and consult to help our clients gain awareness with speed, accuracy and simplify the compliance world we live in.

Comprehensive HR

Recruitment

Job descriptions. ADP provides Region 4 ESC 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 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 (IRS Form W-4 and employment eligibility forms).
- Information and consultation regarding best practices.
- New-hire welcome kit with information on using self-service tools and working with ADP.

Employee relations

Employee handbook. Using Region 4 ESC-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 a dedicated phone number during core business hours.

Welcome kit. During the on-site 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 who 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 eLearning courses covering 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*. Region 4 ESC 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 and allow 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 Region 4 ESC 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.

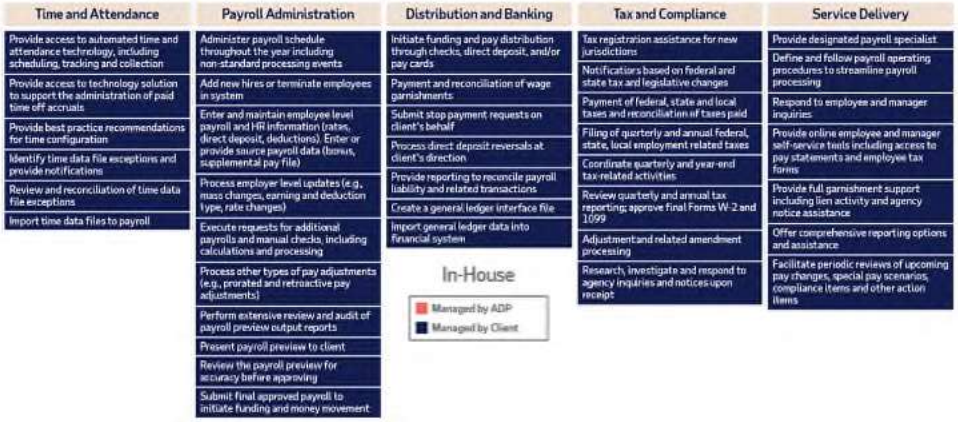
Expert HR guidance. Your ADP HR specialist offers assistance to your HR administrators for employee terminations. He or she provides HR guidance to minimize liability, as well as tips and best practices for the termination conversation with the employee.

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 review of unfavorable determinations.

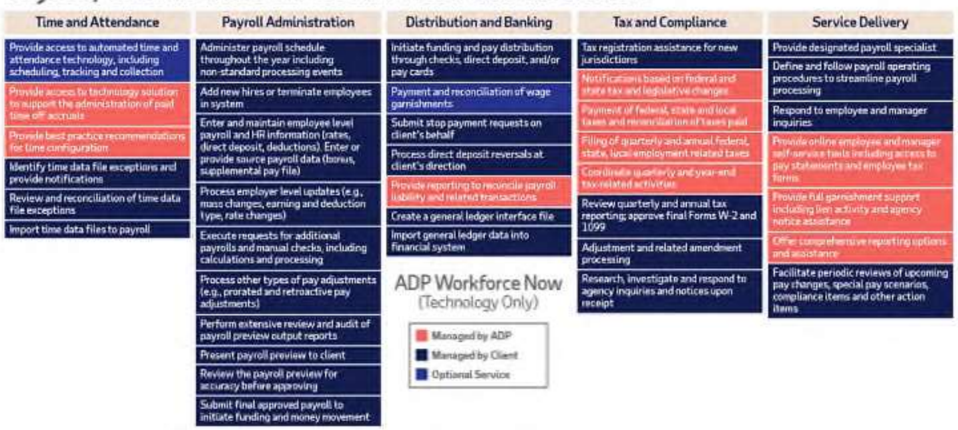
Comprehensive Payroll

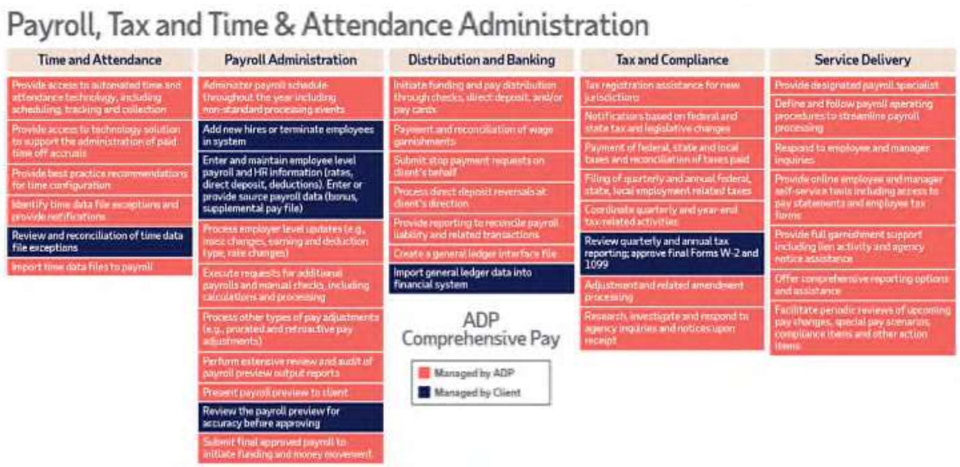
With our service, Region 4 ESC can transform your payroll function from an administrative burden to a center of excellence. ADP's comprehensive payroll solution combines powerful technology with the expertise and services of a designated payroll specialist who handles everyday payroll administration and compliance tasks. In addition, our employee and manager service center responds to inquiries directly from your workforce.

Payroll, Tax and Time & Attendance Administration



Payroll, Tax and Time & Attendance Administration





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.

These 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 / timecard data	Client	Provider
Processing time off requests	Client	Shared
Administer paid time off accruals	Client	Provider
Create time data files	Client	Provider
Review time data for adherence to policy / rules	Client	Provider
Audit and reconcile time data file exceptions	Client	Shared
Submit time data files to payroll	Client	Provider
Service		
Support center for employee and manager inquiries	Client	Provider
Management reports and ad hoc reporting assistance	Shared	Provider
Development of payroll policies and ensure adherence in processing	Client	Provider
Payroll expertise / best practices	Client	Provider
Assigned payroll specialist team	Client	Provider
Online employee and manager self-service tools	Provider	Provider
Online access to paystubs, W-2s	Provider	Provider
Wage verification	Client	Client
Employment verification	Client	Client
Data Entry		
Import / time data into the payroll module	Client	Provider
New Hire input and ongoing updates	Client	Client
Add new hires to payroll / Terminate employees in payroll	Client	Client
Processing retroactive adjustments or other corrections	Client	Shared
Create / Audit payroll data file	Client	Shared
Reconcile exceptions in payroll data file	Client	Shared
Submit payroll data for processing	Client	Provider

Adding Depth to Your Team

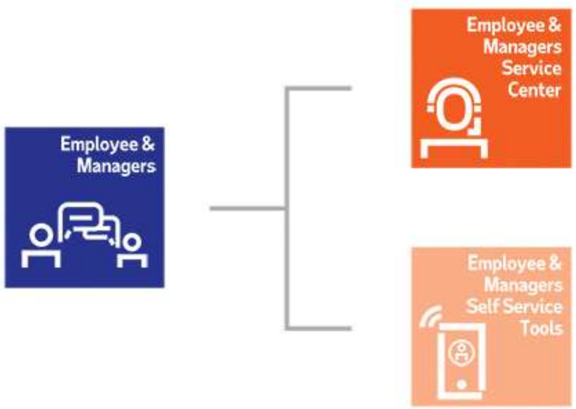
Client Responsibility | Shared Responsibility | Provider Responsibility

	Traditional Payroll Outsourcing Model	ADP Workforce Now Comprehensive Payroll
Banking | Money Movement		
Direct deposit reversals / stop payments	Provider	Provider
Check / payroll reconciliation	Provider	Provider
Escheatment of unclaimed wages	Client	Client
Payment & reconciliation of voluntary deductions; i.e. medical benefits, 401k etc.	Client	Client
Payment & reconciliation of involuntary deductions; i.e. garnishments, liens, etc.	Client	Provider
Production Tasks		
Administer payroll calendar including special runs	Client	Provider
Administer employer level maintenance: Accumulations, Deductions, Banking Info	Client	Provider
Administer off-cycle / manual check requests, calculations and processing	Client	Provider
Produce reports: Custom, Management, New Hire, etc.	Client	Provider
Process / Administer garnishments	Client	Provider
Prioritize and calculate garnishment payments	Provider	Provider
Import payroll data for processing	Provider	Provider
Gross-to-net calculations	Provider	Provider
Distribution of payroll through checks, direct deposit, or pay cards	Provider	Provider
Create GL Interface file	Provider	Provider
Import GL into financial system	Client	Client
Tax and Compliance Tasks		
Audit set-up for best practices	Client	Provider
Proactive assistance and notification of law changes	Client	Provider
Preperation of forms for new tax jurisdictions	Client	Shared
Administer quarterly and year-end processes and procedures	Client	Provider
Filing of quarterly and annual federal, state, and local employment related taxes	Shared	Provider
Payment of federal, state and local taxes	Provider	Provider
Reconciliation of taxes paid	Provider	Provider
Printing and distribution of employee W-2s and 1099s	Provider	Provider
Respond to agency inquiries	Provider	Provider
Tracer investigation and agency response to inquiries	Provider	Provider
Disaster recovery / business continuity	Provider	Provider
Periodic system / technology upgrades based on tax and payroll legislative changes	Provider	Provider

Payroll specialist and team of experts

Proven experience. Region 4 ESC can take advantage 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

ADP Workforce Now is a configurable, cloud-based HR platform that helps your company navigate the challenges of today's business environment. Built on a single database, this all-in-one platform helps you manage your people, reduce administrative tasks and stay compliant while delivering an intuitive, streamlined experience across all levels of your organization.

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 client success executive who partners with you to help **maximize the benefit of your ADP solution and services**.

As a leading global technology company providing HCM solutions, 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 Region 4 ESC and how our one-stop solution can help you address your business challenges.

Interfacing and APIs

ADP's integration services team comprises subject-matter experts from across our organization. An ADP-assigned interface consultant analyzes Region 4 ESC's integration needs and determines the optimal tool to implement and best meet those needs. Our goal is to create an automated solution that provides smooth data movement from Region 4 ESC's system to ADP's system or vice versa.

Depending on Region 4 ESC's ADP solution and overall integration needs, available integration methods may include:

Universal import/ADP Data Bridge. This data template and integration tool can be leveraged by Region 4 ESC using an ERP or a third-party HR system for automated, unidirectional employee data integration into ADP's system.

ADP API Central. ADP API Central can be purchased online through the ADP Marketplace and activated within minutes. Immediately after activation, users can select from a robust library of ADP APIs and begin building the integrations. Project templates include:

- *Employee demographic data (read only)*. Read employee email addresses and demographic data from ADP.

- *Employee demographic data (read/write)*. Read and write employee email addresses and demographic data to update employee profiles.
- *New hire onboarding (read/write)*. Send new hires, onboard completed hires or read and rehire existing employees to ADP.
- *Time and attendance (read only)*. Read employee timecards from ADP.
- *Time and attendance (read/write)*. Read and update timecards from ADP workforce management platforms.
- *Paid time off (read/write)*. Read or write basic paid time off.
- *Payroll input (read/write)*. Read worker profile data, receive event notifications when worker data changes and send earnings inputs to ADP.

Users have self-service access to API documentation with associated use cases and code samples, as well as live support. Experts are available to guide development efforts. Consulting includes selecting appropriate APIs for your projects, providing guidance on interacting with the applications to be integrated and sharing development best practices.

ADP API Central leverages OpenID Connect and OAuth 2.0 authentication and authorization to ensure only authorized users and systems can access the data available via APIs. Regular security assessments and continuous monitoring ensure an ongoing focus on data security and integrity.

ADP Marketplace. ADP Marketplace is the largest open HCM ecosystem that gives Region 4 ESC the flexibility to try, buy and implement HR solutions that connect to your ADP platform. Apps can be pre-integrated with Region 4 ESC's workforce data to deliver an enhanced, seamless user experience at Region 4 ESC activation/consent.

Organizations are coming to the ADP Marketplace because it delivers:

- Greater flexibility to meet your company's unique HR needs with apps searchable by industry or solution type.
- Security and stability of approved third-party solutions with safeguards to protect the confidentiality and integrity of your employee data.
- Seamless integration via ADP-standard APIs so you enter employee data once, and it syncs directly with your ADP payroll, HR or time platform.

For a listing of partner solutions, please see ADP's marketplace located at marketplace.adp.com.

Additional integration methods may include:

- *Import templates*. Standardized templates to import data into ADP's system from an external solution (manual intervention is needed).
- *Ad hoc reporting tool with automated export services*. Automated scheduling and transmission of ad hoc reports.
- *Management reports*. Region 4 ESC-specific outbound data exported from ADP's business engine.

Human resources

Our solution helps you transform HR management from an administrative function to a vital, strategic part of your business by automating and streamlining:

- Employee record keeping.
- New-hire onboarding.
- Policy acknowledgment.
- Workforce reporting.
- Employee status changes.
- Compliance tracking and reporting.

Automating these (and other) HR activities offers Region 4 ESC 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. Region 4 ESC 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.

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 the progress of new-hire tasks, monitor due dates and check off tasks as they are completed.

New hires can also use the Region 4 ESC-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.

Employee sentiment surveys

ADP Voice of the Employee (ADP VoE) is ADP's survey platform that captures employee sentiment throughout the employee lifecycle using pre-defined, customizable surveys on a wide variety of topics, such as onboarding, compensation, culture, process, performance and employee communications. As part of your HCM solution, ADP VoE makes it easier to not only set up and deploy turnkey and custom surveys, but to help analyze your survey data as well.

Total rewards

ADP's total rewards solution provides Region 4 ESC a complete, real-time view of compensation beyond employee paychecks, including:

- A dashboard view for the previous calendar year and current-year projected data.
- Region 4 ESC-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 previous-year and current-year statements.

Digital employee document management

ADP Document Cloud gives Region 4 ESC 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 record keeping requirements under federal law (such as ADA, FMLA and HIPAA). Region 4 ESC's 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. We are 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.

Region 4 ESC 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; we also provide the resources to keep you current with tax rate and filing changes and answer your payroll questions.

Region 4 ESC 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. Plus, the solution offers continuous calculation.

Included payroll features

- Payroll processing
- Concurrent payrolls
- New-hire reporting
- Proration of pay
- Paid-time-off accruals
- Labor distribution
- Employee payment services
- Tax filing services
- ACA lookback and affordability worksheets
- Reporting and analytics
- Group term life auto calculation
- Electronic pay statements
- ADP portal with customized content
- Mobile solutions
- Real-time payroll preview
- New-hire and termination wizards
- Effective-dating
- Retroactive pay capabilities
- Time-off request and approval workflows
- Wage garnishment processing services
- Check signing and production
- State and Local Tax Jurisdiction Wizard
- Unemployment claims assistance
- General ledger solution
- Online payroll reports
- External pay data interface/data exchange
- Employee and manager self-service
- Employee discount program

Tax filing and year-end services. ADP monitors federal, state, and local tax compliance requirements in every region we provide services. We maintain relationships with tax representatives and agencies and keep a catalog of pending tax-law changes to assist clients with their compliance obligations. Our tax processing system is updated as soon as new regulations take effect, greatly reducing your deposit and filing requirements burden.

Each payroll, Region 4 ESC receives a statistical summary and detail report that indicates the tax amounts withheld and to be paid for that pay period. We also provide a quarterly wage and tax register that recaps taxable amounts by jurisdiction as well as taxes paid at the employee and company level. Quarterly and annual statements of deposits list the deposits made and filing details.

ADP generates reports and uses information and funds provided by Region 4 ESC to make deposits to the appropriate tax agencies in compliance with each agency's format and other requirements. Year-end reconciliations and corrections are handled via a quarterly file that contains all elements needed for year-end processing (including W-2 production).

We produce and file all year-end data with the proper federal and state agencies and produce all employee W-2s, 1099Rs, 1099MISCs, and all required control and filing documents. ADP also reports W-2 information to the Social Security Administration.

Once Region 4 ESC confirms print readiness, ADP prints the final W-2s and resulting wage and tax register. Documents can be produced on CD and via hard copy. W-2s (and detailed earnings summary) can be mailed to employees, sent to designated Region 4 ESC offices for your distribution, and/or made available via employee self-service. In addition, W-2 data can be downloaded into popular tax filing software packages and/or submitted to tax preparation service providers.

Freelance management. WorkMarket by ADP, is a robust end-to-end freelance management system (FMS) that enables businesses to onboard, verify, manage and pay your contingent workers (contractors,1099s, freelancers), efficiently and compliantly. A state-of-the-art technology platform that provides your business the ability to scale in today's competitive landscape.

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 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). Employees can self-enroll in the Wisely pay card and access pay card information via myADP or the ADP Mobile app.

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 (Walmart).

The pay card solution is compliant in all 50 states (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.
- Mobile bill payment is supported by Papaya.
- Upgrade card to portable for no fee.
- Single-vendor solution to reduce the burden of multiple vendor processes and contingencies.
- Surcharge-free pay period access to more than 80,000 ATM locations (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 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 myWisely 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.

Unemployment claims

ADP can help Region 4 ESC take control of rising unemployment claim costs and ensure compliance with changing regulations. Our claims associates continually scrutinize the unemployment statutory environment in every jurisdiction to identify opportunities for savings.

Highlights of our optional unemployment claims offering include:

- Best practices consultation and training.
- Claims processing.
- Claims protesting administration.

- Appeals handling.
- Hearing administration, including preparation, consultation, and representation.
- Benefit charge audits.
- Benefit wage audits.
- State unemployment insurance (SUI) tax rate administration.

BrightJump by ADP® enables Region 4 ESC to support separated employees at every stage of their transitioning process by providing them with the right tools to discover and own their next career opportunity, including:

- Helping separating employees find their next job
- Reducing unemployment premiums
- Conducting effective employee separations
- Controlling Region 4 ESC brand reputation
- Reducing manual effort with automated workflows

Live 1:1 sessions with a coaching professional are available for an additional fee.

Employment verification

Through The Work Number, ADP allows our clients to outsource the employment and income verification process as an optional service. The Work Number provides employees with an instant employment and income verification service 24x7. Lenders, pre-employment screeners, social service agencies and other verifiers may obtain verifications securely via the internet to help loans (and other applications) close faster for employees.

In addition, The Work Number may help reduce corporate liability and costs while helping Region 4 ESC provide a secure, beneficial service to employees and reallocate staff to other tasks.

Each service component allows you to outsource some facet of the employment verification process and tailor The Work Number to meet your individual needs.

Obtaining employment and income verification information through ADP's services includes:

- As an ADP payroll client, ADP transfers data for you without Region 4 ESC intervention.
- The employer's employment and income data is uploaded to The Work Number® on a regular interval.
- The employer authorizes employment verifications.
- The employee authorizes income verifications via a written or electronic signature. The employee provides his or her Social Security Number and consumer consent.
- The verifier obtains the verification and receives a reference number.

ADP's employment verification service is available via the web with toll-free telephone support. Employees and verifiers access the site directly at http://theworknumber.com/.

Tax credit services

We support our clients with more than 50 years of tax credit experience. By partnering with ADP for all your hiring needs, we provide the unique ability to maximize your tax credit opportunities — which often contribute right to your bottom line. We can incorporate tax credit screening into your application and assessment process to maximize federal, state and local tax credit recovery.

ADP provides comprehensive services that can reduce tax liabilities, lower the effective tax rate and ultimately enhance Region 4 ESC's bottom line. Optional services include:

- Employment-based tax credits.
- Investment and other tax credits.
- Training assistance.
- Economic development services.
- National tax benefits exchange.
- State and local incentives.
- Economic incentive services.

ADP administers the necessary paperwork to ensure you receive the money you were promised through negotiated benefits.

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 Region 4 ESC's logo and color palette to deliver important information and documents to your workforce, including:

- Company mission statement.
- News and announcements.
- Policies and handbook (with trackable acknowledgment feature).

In addition, Region 4 ESC can use the 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 Form W-2 information.
- Change Form 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 instead of 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 is built on responsive technology, the user experience quality is sustained on any device.

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).

Millions of users leverage ADP's mobile app to help improve employee communications, drive productivity and increase employee engagement. It has been rated 4.7/5.0 stars by more than 1.7 million users on the Apple App Store.

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, electronics, financial services and more.

Reporting and Analytics

Reporting

The Run HR Reports tile on the HR Dashboard allows HR practitioners to view commonly used reports and link to the intuitive, easy-to-use reporting user interface. 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 system consolidates reporting activities so authorized users can perform all reporting tasks (run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, add to dashboard) in one convenient location.

Once users securely log in, they access the Report Setup 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, as well as the ability to create robust calculations.

Our system also streamlines the reporting process through customizable Report Dashboards where users can organize the reports that are most meaningful (such as frequently used, favorites, scheduled reports and shared reports). In addition, the system leverages artificial intelligence to learn how your users interact with the reporting tools and then make suggestions to help them 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.

The Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields users see on the 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, the user can select any or all fields. By default, the field associated with the page the user is on is selected.

ADP provides database-level security to enforce a user’s security restrictions when using the reporting tools.

Standard reports. Region 4 ESC receives standard payroll reports containing check-level, summary and tax data. Reports delivered with ADP’s system can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The system 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 Region 4 ESC’s 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 form multiple screens in the application.

Custom reports. Region 4 ESC 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 Region 4 ESC's data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. Region 4 ESC's 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

Available in ADP Workforce Now, ADP DataCloud is an AI-powered workforce analytics platform that helps our clients easily unify, enhance and tap into their people data to better solve important business challenges, including:

- Attracting and retaining talent.
- Optimizing costs.
- Driving diversity, equity and inclusion.
- Offering better benefits.

ADP DataCloud is powered by anonymized data from more than 1.1 million clients across 140 countries and 42 million wage earners globally. All analytics and reporting capabilities include prebuilt content and operate from your existing ADP security profiles. All history records may be accessed to support in-depth trend analysis.

People Analytics reveal patterns and trends:

- *HR Metrics*. Spot patterns and trends with streamlined, configurable dashboards and embedded insights spanning 100 key metrics across core HCM topics (HR, benefits, time, payroll, recruiting) according to the ADP services used by Region 4 ESC. Reveal potential critical patterns and trends to unlock a deeper understanding of your workforce.

- *Storyboards*. Answer key workforce questions through a story-driven approach. Receive AI-based recommendations on people trends and equip HR practitioners and people managers with reliable, sound data that starts at the business and department levels and can be filtered down to the people level. Storyboards include:
  - *Pay Equity*. Quantify pay gaps by gender, race and ethnicity and estimate the costs to close them.

- *Turnover Cost*. Uncover the cost of losing an employee by understanding expenses such as severance, recruitment costs, training and productivity loss.
- *Top Performers*. Identify and retain your top performers by better understanding their compensation, opportunity gaps and turnover risks.

- *Diversity, Equity and Inclusion Dashboard*. Foster a diverse, equitable and inclusive environment with guided experiences that help answer key questions:
  - How diverse is the workforce and the organization's leadership?
  - Which areas of the organization are not diverse?
  - Are there particular reasons for termination that are impacting diversity the most?
- *Benefits Dashboard (available with ADP's benefits administration capabilities)*. Provides preconfigured metrics and charts that easily help our clients answer important benefits questions (such as plan migrations, changes in coverage levels and enrollment by benefits category).
- *Data Quality Dashboard*. Understand which data fields are missing in ADP Workforce Now, proactively identify underlying data issues that degrade the accuracy of the analytics and leverage bulk upload for mass record correction.

Executive and Manager Insights provide relevant information about teams and the Region 4 ESC organization in a simple, digestible format that can be easily accessed through our mobile app and employee portal — and users' preferred devices — without access to ADP Workforce Now. These AI-generated headlines uncover important trends that can be quickly understood:

- *HR, Payroll and Time Headlines*. Enable front-line managers to identify and resolve people issues impacting cost, revenue and productivity — without waiting for analysts to run reports to consolidate data from disconnected systems.
- *Turnover Risk Headlines*. Quickly understand which members of the team are the most likely to leave the organization and why (such as low compensation, unusually high overtime or the lack of a promotion for a high-performing employee).

We offer **Enhanced Insights** as add-on capabilities:

- *Analytics enhanced by ADP Assist*. Leverage natural language processing and AI to ask analytics questions and receive an immediate metric response directly from ADP Assist. Save results as a custom dashboard that can be shared with managers and executives.
- *Benchmarks*. Measure your standard HR metrics and compensation against ADP benchmarks, which combine anonymized HR data with AI, to see how the Region 4 ESC organization measures up to others:
  - Absence rate.
  - Average age.
  - Average earnings.
  - Average tenure.
  - Benefits contribution.
  - Benefits contribution (health and welfare).
  - Benefits cost per enrolled employee:
    - Dental.
    - Medical.
    - Vision.
  - Benefits coverage.
  - Checks.
  - Direct deposit.

- Employee access:
  - Employees.
  - Managers.
  - Practitioners.
  - Supervisors.
- Employee adoption.
- Enrollment rate:
- Dental.
- Medical.
- Vision.
- Female percentage.
- Headcount by age.
- Headcount by generation.
- Manager edits.
- Manual checks.
- Mobile adoption.
- New-hire turnover rate.
- Overtime rate.
- Overtime related to absence.
- Retention rate.
- Reversals.
- Span of control.
- Time utilization.
- Turnover rate.

- *DEI Benchmarks*. Identify pay gaps based on gender, race and ethnicity; receive tailored action plans that quantify the cost of closing gaps; provide managers with DEI insights within HCM workflows to drive scalable action; and implement surveys with psychometrically validated questions aimed to evaluate DEI concepts.
- ADP Talent and Compensation Benchmarks. Use validated talent and salary benchmarks — powered by real-time payroll data — to confidently attract top talent, compensate the workforce competitively and gain insights into evolving labor trends. Access more than 9,000 distinct job titles spanning more than 1,000 industries in the United States and pair any ADP benchmark with metropolitan and micropolitan statistical areas.
  - Workforce Compensation Analysis. Gives visibility into pay across the entire organization down to the individual job, employee and location level and benchmark against peers and competitors.
- *Annual Compensation Explorer*. Find the market rate for new roles by total cash, base salary, bonus and overtime across locations and industries.
- *Talent Market Insights*. Gain a real-time understanding of current labor trends, where to grow the business and where to find talent.
- *Data Explorers*. Engage these curated experiences to support a deeper understanding of data elements that impact your employees and your organization:
  - *Compensation Benchmarking*. Ensure pay fairness using up-to-date, reliable data on market compensation accessible in the flow of recruiting and employee profiles.
- *Turnover Probability*. See where turnover is likely to occur across your organization and uncover the drivers of turnover so you can take proactive steps.
- *Organizational Benchmarks*. Compare headcount, labor costs and turnover against peer organizations. Assess departments using metrics such as headcount, cost and turnover compared to benchmarks.
- *Data Mashup*. Use our provided Excel templates to easily mash up HCM data with information stored in another system (such as sales, revenue or customer satisfaction data) to visualize organizational performance in a single graph and gain insights not available when data points are tracked separately.

Clients that leverage People Analytics with certain HCM modules receive additional benefits and capabilities via Embedded Intelligence. Additional time and recruiting dashboards may be available (depending on the HCM functionality being used).

Implementation

ADP's 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 to 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 an **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.

Region 4 ESC 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.
- Reviews key deliverables and assures quality of these deliverables.
- Communicates project status, issues and risks accurately and in a timely manner.
- Manages progress to plan and initiates actions appropriate to maintain the project's probability of achieving the plan.
- Reviews and approves project deliverables.
- Participates in steering committee meetings.

Region 4 ESC 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 definitionanalysis 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.

Region 4 ESC 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, which gives these 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 time frames 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 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. We emphasize providing the highest level of service so you can meet your goals and objectives, and ADP can exceed your expectations.

Service center

The 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, Region 4 ESC 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 the relationship manager who support 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).

MyLife Advisors – Employee and manager call center. Region 4 ESC is assigned a primary service team, MyLife Advisors, to manage employee and manager inquiries on your behalf. Available via toll-free telephone number from 8:00 a.m. to 11:30 p.m. (Eastern time) Monday through Friday, these service center resources are tasked with reducing the time Region 4 ESC spends on HR issues and helping drive employee engagement. Multi-lingual support is available.

Employee & Manager Support: MyLife Advisors

Support during ADP portal registration

- Codeless registration
- Navigation of technology
- Permission access
- Basic technical support

Navigation for new hire setup

- Personal information
- Onboarding / Electronic I-9
- Direct Deposit
- Tax Withholding - Federal & State
- Policy acknowledgement

Online & Mobile portal

- Help with Mobile setup
- Clock In / Out
- View your pay statement
- View your W2
- View your 1095-C
- Update your personal information, W4, Direct Deposit and more
- Single sign-on to our partners
- Self-service password resets

Time & Labor Support

- Navigate to retrieve timecard, timecard updates / edits
- Navigate approval process
- Clocking assistance
- Understanding time off
- Basic technical support

Benefits Support

- Benefit plan offerings
- Enrollment
- Premiums / deductions
- Necessary forms completion
- Connecting to carrier for claims assistance

Review, inform and set-up changes for:

- Marriages & domestic partnerships
- Divorces, Births, Adoptions
- Gain or Loss of Coverage
- Changes in employment status (full time to part time)

MyLife Advisors

- Available Monday – Friday
- 8:00 a.m. – 11:30 p.m. EST
- English, Spanish plus 191 languages through LanguageLine Solutions

Workforce Now Essential Time

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Workforce Now Essential Time

June 19, 2025

Presented By

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Workforce Now Essential Time

ADP's automated employee workforce management solution can help you boost productivity, control costs and stay compliant. Region 4 ESC can proactively reduce overtime through real-time labor tracking and scheduling forecasts. Wage and hour compliance and payroll accuracy can also improve. Region 4 ESC managers can complete routine tasks and employee scheduling in a fraction of the time they spend today so they have more opportunities to analyze labor data and address issues impacting productivity and profits.

With user-friendly tools to schedule and track your workforce, Region 4 ESC can simplify your time-related processes and make more informed time 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, which eliminates the need for you to install or maintain any software or hardware. Region 4 ESC enjoys peace of mind knowing ADP has everything covered including 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.

Collect and calculate employee time. 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. Our flexible, parameter-driven, rules-based engine accommodates complex pay policies such as multiple pay codes, rounding rules (where permissible or required), overtime calculations and multiple wage rates.

Region 4 ESC employees can access hours worked, accrual balances and schedules, as well as 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. Region 4 ESC can streamline your scheduling process and schedule adequate staffing coverage to help:

- Prevent unauthorized work.
- Highlight attendance issues before they impact morale and profitability.
- Manage groups that work rotating or variable shifts.
- Identify potential staffing issues.

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 and provides you actionable insights to make better decisions concerning your most important (and most expensive) resource — your people. ADP's automated time 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. Region 4 ESC 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 and built-in templates to request time off, shift swap or shift coverage.

Managers can:

- Access scheduling, accrual balances and total hours worked to make timely, informed decisions in response to employee requests.
- Focus more time on core responsibilities.

In addition, self-service offers quick answers to questions and helps users take advantage of new features as soon as they become available.

ADP Compliance on Demand. ADP Compliance on Demand is a compliance resource exclusively for ADP clients. Region 4 ESC's entire organization can reference this single source for timely, 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 compliance consultants and legal advisors from an ADP employment law partner.

Benefit from ADP's unified solution. Region 4 ESC benefits from a unified system with these added advantages:

- Unlike other time providers, ADP does not require you to purchase equipment; simply add hardware as your needs change.
- Data can be electronically transferred to and from payroll without rekeying — whether you have an ADP payroll offering or not.
- With ADP payroll, employees can view their in-and-out punches directly on their ADP pay statements.
- Tracking actual employee in-and-out punch data helps you comply with government regulations (such as FLSA) while eliminating the need to store most paper files.
- Upgrades and changes are always compatible with ADP payroll services.

Region 4 ESC gains a tremendous efficiency boost by automating your workforce management. You can also save money through improved accuracy and reduced labor expenses, while accelerating your payroll process.

Manage labor more effectively through time reporting. Region 4 ESC gains valuable management reports so you can analyze labor costs and make better decisions. Standard reports can be scheduled in advance and include:

- *Timecard reports*. Review in and out times and daily totals for each employee (managers and payroll administrators).
- *Payroll reports*. Verify payroll totals by reviewing each employee's hours for the pay period.
- *Attendance reports*. Analyze absences and late punches for evaluations and performance reviews.
- *Schedule reports*. Ensure appropriate coverage for each shift.

Advanced scheduling

Advanced Scheduling delivers a collaborative, integrated approach to building and managing online schedules, and it is part of ADP Workforce Now, which means users enjoy the same convenience of accessing their time, attendance, scheduling, HR, payroll and other ADP information in one place.

Key features include:

Collaborative scheduling

Supervisors and employees can actively participate in creating schedules that work best for both themselves and the business.

- Supervisors can communicate available shifts, and employees can request to work them.
- Employees can offer their shift to or swap their shift with another employee.
- Employees can drop their shift, which sends it back to the manager for reassignment.
- Employees can provide their availability in advance so managers know that assigned shifts will be accepted and covered as planned.

Skills-based scheduling

Supervisors can leverage enhanced search capabilities to find the best employees for a job. Employee qualifications, such as licenses, certifications, skills, training and languages, can be added to a shift, and the system helps find employees with those qualifications in their talent profiles. This feature ensures only qualified employees are being assigned and that qualifications are enforced when shifts are reassigned and new employees attempt to claim, swap or request coverage for shifts.

Enhanced supervisor productivity

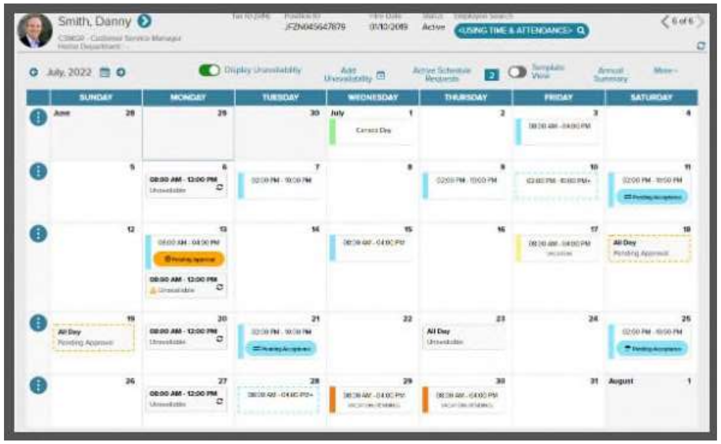
Advanced Scheduling provides many features to help managers create better-quality schedules:

- *Build schedules with more flexibility*. Supervisors can build a draft schedule and ensure coverage while balancing cost prior to making it visible to employees. Flexible options provide the ability to publish an individual shift, a single employee's schedule, or full schedule for a specific date range.
- *Find the best employee for the job*. Supervisors can leverage enhanced search capabilities to find the ideal employee, while hourly coverage views make it simple to fine-tune the schedule.
- *Automatically enforce scheduling rules and support legislated mandatory rest periods*. The system can monitor schedules to ensure they abide by the rules including.
- *Maintain control of scheduling costs*. An estimated schedule cost is calculated and displayed as shifts are assigned and displayed alongside the schedule that has been entered. Calculations can include overtime and double time.
- *Understand when an employee is available to work*. Employees and supervisors can set-up recurring and one-time availability, making it easy to see who is available when creating schedules.
- Schedule the most qualified employees for each shift. Employee qualifications such as licenses, certifications, skills, training and languages can be added to a shift and the system will help find employees with those qualifications in their talent profiles. This ensures only qualified employees are being assigned and that qualifications are enforced when shifts are re-assigned and new employees attempt to claim, swap or request coverage for shifts.

Convenient access for supervisors and employees

Scheduling and collaboration is supported directly through the web or ADP mobile app:

- Employees and supervisors can access the same ADP mobile app for scheduling as they do for all their other pay and HR needs.
- Reminders can be sent to employees 24 hours, or a set number of minutes, before the start of a shift.
- Notifications can be sent to employees when the schedule has been posted or when there has been a schedule change.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SATURDAY

Workforce Now HCM

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Workforce Now HCM

June 19, 2025

Presented By

Joe Moyer
(847) 727-0930
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Workforce Now HCM

Human capital management

ADP Workforce Now is a configurable, cloud-based HR platform that helps your company navigate the challenges of today's business environment. Built on a single database, this all-in-one platform helps you manage your people, reduce administrative tasks and stay compliant while delivering an intuitive, streamlined experience across all levels of your organization.

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 client success executive who partners with you to help **maximize the benefit of your ADP solution and services**.

As a leading global technology company providing HCM solutions, 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 Region 4 ESC and how our one-stop solution can help you address your business challenges.

Interfacing and APIs

ADP's integration services team comprises subject-matter experts from across our organization. An ADP-assigned interface consultant analyzes Region 4 ESC's integration needs and determines the optimal tool to implement and best meet those needs. Our goal is to create an automated solution that provides smooth data movement from Region 4 ESC's system to ADP's system or vice versa.

Depending on Region 4 ESC's ADP solution and overall integration needs, available integration methods may include:

Universal import/ADP Data Bridge. This data template and integration tool can be leveraged by Region 4 ESC using an ERP or a third-party HR system for automated, unidirectional employee data integration into ADP's system.

ADP API Central. ADP API Central can be purchased online through the ADP Marketplace and activated within minutes. Immediately after activation, users can select from a robust library of ADP APIs and begin building the integrations. Project templates include:

- *Employee demographic data (read only)*. Read employee email addresses and demographic data from ADP.
- *Employee demographic data (read/write)*. Read and write employee email addresses and demographic data to update employee profiles.
- *New hire onboarding (read/write)*. Send new hires, onboard completed hires or read and rehire existing employees to ADP.
- *Time and attendance (read only)*. Read employee timecards from ADP.
- *Time and attendance (read/write)*. Read and update timecards from ADP workforce management platforms.
- *Paid time off (read/write)*. Read or write basic paid time off.
- *Payroll input (read/write)*. Read worker profile data, receive event notifications when worker data changes and send earnings inputs to ADP.

Users have self-service access to API documentation with associated use cases and code samples, as well as live support. Experts are available to guide development efforts. Consulting includes selecting appropriate APIs for your projects, providing guidance on interacting with the applications to be integrated and sharing development best practices.

ADP API Central leverages OpenID Connect and OAuth 2.0 authentication and authorization to ensure only authorized users and systems can access the data available via APIs. Regular security assessments and continuous monitoring ensure an ongoing focus on data security and integrity.

ADP Marketplace. ADP Marketplace is the largest open HCM ecosystem that gives Region 4 ESC the flexibility to try, buy and implement HR solutions that connect to your ADP platform. Apps can be pre-integrated with Region 4 ESC's workforce data to deliver an enhanced, seamless user experience at Region 4 ESC activation/consent.

Organizations are coming to the ADP Marketplace because it delivers:

- Greater flexibility to meet your company's unique HR needs with apps searchable by industry or solution type.
- Security and stability of approved third-party solutions with safeguards to protect the confidentiality and integrity of your employee data.
- Seamless integration via ADP-standard APIs so you enter employee data once, and it syncs directly with your ADP payroll, HR or time platform.

For a listing of partner solutions, please see ADP's marketplace located at marketplace.adp.com.

Additional integration methods may include:

- *Import templates*. Standardized templates to import data into ADP's system from an external solution (manual intervention is needed).

- *Ad hoc reporting tool with automated export services*. Automated scheduling and transmission of ad hoc reports.
- *Management reports*. Region 4 ESC-specific outbound data exported from ADP's business engine.

Payroll

ADP is redefining human capital management with the needs of mid-sized companies in mind. We are 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.

Region 4 ESC 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; we also provide the resources to keep you current with tax rate and filing changes and answer your payroll questions.

Region 4 ESC 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. Plus, the solution offers continuous calculation.

Included payroll features

- Payroll processing
- Concurrent payrolls
- New-hire reporting
- Proration of pay
- Paid-time-off accruals
- Labor distribution
- Employee payment services
- Tax filing services
- ACA lookback and affordability worksheets
- Reporting and analytics
- Group term life auto calculation
- Electronic pay statements
- ADP portal with customized content
- Mobile solutions
- Real-time payroll preview
- New-hire and termination wizards
- Effective-dating
- Retroactive pay capabilities
- Time-off request and approval workflows
- Wage garnishment processing services
- Check signing and production
- State and Local Tax Jurisdiction Wizard
- Unemployment claims assistance
- General ledger solution
- Online payroll reports
- External pay data interface/data exchange
- Employee and manager self-service
- Employee discount program

Tax filing and year-end services. ADP monitors federal, state, and local tax compliance requirements in every region we provide services. We maintain relationships with tax representatives and agencies and keep a catalog of pending tax-law changes to assist clients with their compliance obligations. Our tax processing system is updated as soon as new regulations take effect, greatly reducing your deposit and filing requirements burden.

Each payroll, Region 4 ESC receives a statistical summary and detail report that indicates the tax amounts withheld and to be paid for that pay period. We also provide a quarterly wage and tax register that recaps taxable amounts by jurisdiction as well as taxes paid at the employee and company level. Quarterly and annual statements of deposits list the deposits made and filing details.

ADP generates reports and uses information and funds provided by Region 4 ESC to make deposits to the appropriate tax agencies in compliance with each agency's format and other requirements. Year-end reconciliations and corrections are handled via a quarterly file that contains all elements needed for year-end processing (including W-2 production).

We produce and file all year-end data with the proper federal and state agencies and produce all employee W-2s, 1099Rs, 1099MISCs, and all required control and filing documents. ADP also reports W-2 information to the Social Security Administration.

Once Region 4 ESC confirms print readiness, ADP prints the final W-2s and resulting wage and tax register. Documents can be produced on CD and via hard copy. W-2s (and detailed earnings summary) can be mailed to employees, sent to designated Region 4 ESC offices for your distribution, and/or made available via employee self-service. In addition, W-2 data can be downloaded into popular tax filing software packages and/or submitted to tax preparation service providers.

Freelance management. WorkMarket by ADP, is a robust end-to-end freelance management system (FMS) that enables businesses to onboard, verify, manage and pay your contingent workers (contractors,1099s, freelancers), efficiently and compliantly. A state-of-the-art technology platform that provides your business the ability to scale in today's competitive landscape.

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.

User Experience

One of the best ways to increase employee retention and satisfaction is to provide employees the ability to manage their own benefits and review key pay information 24x7. Employee access to data minimizes the administrative burden on your HR staff and allows a focus on strategic initiatives. ADP's user experience mirrors the way employees and managers expect to work and provides the following benefits:

- Intuitive HR experience adds value rather than work to an employee's day
- Integrated dashboards across HCM functions go beyond personalization to deliver an interactive experience that engages employees and managers

- Consistent, seamless, mobile-optimized experience across devices
- Consumer-like HCM experience saves HR administrators time spent supporting transactions in favor of engaging the people behind those transactions
- Insight-driven navigation helps employees make faster, more informed HCM-related decisions
- Employee-driven design reduces onboarding, training, implementation, and policy compliance/support expense
- Security access allows Region 4 ESC to create groups and post targeted content for secure viewing.

Employee experience

Our solution's user experience focuses on the employee journey, offering the ability to perform a variety of tasks with mobile-optimized, web-based self-service. All employee-initiated changes are updated in real time following Region 4 ESC-defined workflow and approvals.

Smartphone and tablet. Our 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.

The employee mobile experience may include the following items, depending on the options you choose to deploy:

- View pay statements and W-2 information.
- Change W-4 tax information.
- Set up direct deposit.
- View and manage U.S. retirement savings account.
- Use online tools (e.g., retirement calculators or payroll calculators).
- Self-enroll and access pay card information.
- View time-off accrual balances.
- Perform time-tracking activities.
- Request time off and swap shifts (if enabled).
- View benefits plan information and enroll or make coverage changes.
- Acknowledge a completed performance review.
- Read company news and alerts.
- Search the company directory.
- View approvals and notifications.

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).

In addition, ADP's intelligent technology, ADP Assist, delivers **personalized, proactive notifications** to employees via mobile or desktop to help resolve HR issues quicky, making it easy for employees to access the information they need without HR support. Examples of these personalized insights might include a missed time punch, time-off request approval, benefits enrollment window, I-9 completion and more.

Users across 400,000 clients leverage ADP's mobile app to help improve employee communications, drive productivity, and increase employee engagement. It has been rated 4.7/5.0 stars by more than 1.7 million users on the Apple App Store.

Online self-service experience. The employee online experience may include the following items, depending on the options you choose to deploy:

- *Profile*. Change personal information, view job and compensation information, add or change emergency contact information, complete Form I-9 (Section 1), and update professional credentials.
- *Pay*. View pay statements, view annual statements, set up or change tax withholdings (W-4 federal, state, or local), set up or change direct deposit, self-enroll for the Wisely pay card, view pay card data and spending details and update pay card information.
- *Onboarding*. View manager welcome message, company video, and team details; complete new-hire paperwork; and learn about the company culture, mission, and values.
- *Workforce management*. View accrued time, request time off or a shift swap, access current and future schedule, and enter timecard information.
- *Benefits*. Enroll/view/change benefits plans, view and print election confirmation, access decision support tools, link to carrier websites, manage dependents and beneficiaries, and access plan summaries.
- *Performance management*. View talent profile, career interests, career mobility preferences, and job competencies; create goals and objectives; view goal alignment; view and update goal progress and comments; view and update development activities and self-evaluation; and access performance and goal history.
- *Learning*. Enroll in and complete pre-packaged or custom courses and employer-issued assessments.
- *Policy acknowledgements*. Acknowledge company policies.
- *Preferences*. Update work and personal email addresses, make email notification preferences, enter phone/contact information and select a preferred language.

These automated self-service tools increase employee engagement and satisfaction and 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 are always available.

Manager experience

Manager self-service automates routine processes for managers. Depending on your solution mix, managers may have additional functionality, such as:

- *Employee data management*. Access employee-indicative information, compensation and employment history, job changes/transfers/promotions, grievances, disciplinary actions, and digital documents; and edit employee profile information.
- *Reporting*. Run and export manager-specific reports and analytics.
- *Mobile analytics*. View current information and headlines that provide relevant, actionable insights on the go.
- *Onboarding*. Present a welcome message to new hires, introduce fellow team members, assign an onboarding "coach/mentor" to a new hire, and review a checklist of onboarding activities.
- *Workforce management*. Approve employee timecards, time-off, and scheduling. Managers can also watch for exceptions that may have a compliance impact, such as PPACA, labor relations contracts, etc.
- *Talent acquisition*. View and update requisitions, candidate information, and candidate activity; access dashboards; and order background checks.
- *Performance management*. View talent profile; track and comment on employee goal progress; create and align employee goals; execute periodic performance checks; evaluate competencies and performance; and approve, reject or release employee reviews.
- *Compensation management*. Model pay and incentive changes and access decision-support tools.

HR administrator experience

In addition to the employee and manager functionality described, Region 4 ESC administrators (per security profile) may access and perform a number of key tasks, such as:

- *Employee data management*. Access OSHA/injury and illness data, make corrections to historical records, execute pay plan administration and automatic step progressions, and manage mass-change processing and universal import utility.
- *Self-service utilization*. Analyze savings metrics resulting from employee self-service usage and identify opportunities to increase usage and improve your ROI.
- *System administration*. Administer company policies, workflow management, ad hoc reporting, and dashboards/analytics; manage security/access; and administer employee document management (category and security controls).

Reporting and Analytics

Reporting

The Run HR Reports tile on the HR Dashboard allows HR practitioners to view commonly used reports and link to the intuitive, easy-to-use reporting user interface. 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 system consolidates reporting activities so authorized users can perform all reporting tasks (run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite, add to dashboard) in one convenient location.

Once users securely log in, they access the Report Setup 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, as well as the ability to create robust calculations.

Our system also streamlines the reporting process through customizable Report Dashboards where users can organize the reports that are most meaningful (such as frequently used, favorites, scheduled reports and shared reports). In addition, the system leverages artificial intelligence to learn how your users interact with the reporting tools and then make suggestions to help them 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.

The Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields users see on the 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, the user can select any or all fields. By default, the field associated with the page the user is on is selected.

ADP provides database-level security to enforce a user's security restrictions when using the reporting tools.

Standard reports. Region 4 ESC receives standard payroll reports containing check-level, summary and tax data. Reports delivered with ADP's system can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. The system 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 Region 4 ESC's 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 form multiple screens in the application.

Custom reports. Region 4 ESC 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 Region 4 ESC's data warehouse for use by third-party reporting tools.

Enhanced search capabilities provide access to all report types. Region 4 ESC's 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

Available in ADP Workforce Now, ADP DataCloud is an AI-powered workforce analytics platform that helps our clients easily unify, enhance and tap into their people data to better solve important business challenges, including:

- Attracting and retaining talent.
- Optimizing costs.
- Driving diversity, equity and inclusion.
- Offering better benefits.

ADP DataCloud is powered by anonymized data from more than 1.1 million clients across 140 countries and 42 million wage earners globally. All analytics and reporting capabilities include prebuilt content and operate from your existing ADP security profiles. All history records may be accessed to support in-depth trend analysis.

People Analytics reveal patterns and trends:

- *HR Metrics*. Spot patterns and trends with streamlined, configurable dashboards and embedded insights spanning 100 key metrics across core HCM topics (HR, benefits, time, payroll, recruiting) according to the ADP services used by Region 4 ESC. Reveal potential critical patterns and trends to unlock a deeper understanding of your workforce.

- *Storyboards*. Answer key workforce questions through a story-driven approach. Receive AI-based recommendations on people trends and equip HR practitioners and people managers with reliable, sound data that starts at the business and department levels and can be filtered down to the people level. Storyboards include:
  - *Pay Equity*. Quantify pay gaps by gender, race and ethnicity and estimate the costs to close them.

- *Turnover Cost*. Uncover the cost of losing an employee by understanding expenses such as severance, recruitment costs, training and productivity loss.
- *Top Performers*. Identify and retain your top performers by better understanding their compensation, opportunity gaps and turnover risks.

- *Diversity, Equity and Inclusion Dashboard*. Foster a diverse, equitable and inclusive environment with guided experiences that help answer key questions:
  - How diverse is the workforce and the organization's leadership?
  - Which areas of the organization are not diverse?
  - Are there particular reasons for termination that are impacting diversity the most?

- *Benefits Dashboard (available with ADP's benefits administration capabilities)*. Provides preconfigured metrics and charts that easily help our clients answer important benefits questions (such as plan migrations, changes in coverage levels and enrollment by benefits category).
- *Data Quality Dashboard*. Understand which data fields are missing in ADP Workforce Now, proactively identify underlying data issues that degrade the accuracy of the analytics and leverage bulk upload for mass record correction.

Executive and Manager Insights provide relevant information about teams and the Region 4 ESC organization in a simple, digestible format that can be easily accessed through our mobile app and employee portal — and users' preferred devices — without access to ADP Workforce Now. These AI-generated headlines uncover important trends that can be quickly understood:

- *HR, Payroll and Time Headlines*. Enable front-line managers to identify and resolve people issues impacting cost, revenue and productivity — without waiting for analysts to run reports to consolidate data from disconnected systems.
- *Turnover Risk Headlines*. Quickly understand which members of the team are the most likely to leave the organization and why (such as low compensation, unusually high overtime or the lack of a promotion for a high-performing employee).

Implementation

We want you to feel prepared and confident that your partnership with ADP will begin with a successful implementation. Selecting the right project team, understanding and communicating the expected time commitment, completing training and considering the impact of legacy data are important considerations to understand prior to and during implementation.

Our team of in-house experts help you feel confident in your decision by providing a smooth and efficient process as well as in-depth, customized training on your new HCM solution, right from the start.

Before implementation begins, your project manager will design a customized project schedule based on your organization's unique needs with consideration for your desired timeline and your resource availability.

Approach

ADP's implementation methodology is a step-by-step approach, based on best practices gleaned from tens of thousands of implementations. Our implementation team has deep domain expertise and knows how to configure our HCM solutions to help you achieve your business goals. Whether it's recommending processes to create efficiencies, helping you manage the security and integrity of your data or suggesting a path to success you hadn't previously considered, the ADP implementation team is there to ensure your new solution delivers as promised.

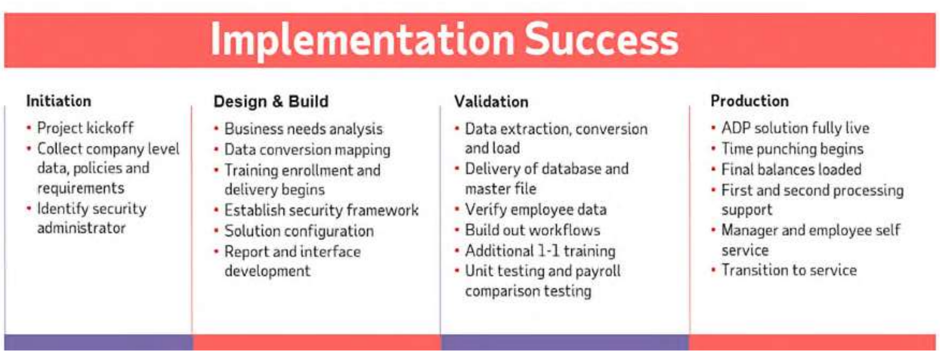
Our completely managed implementation emphasizes client readiness and can include added communications support throughout the following phases:

Initiation. Activities include conducting a project kick-off meeting; collecting company-level data, policies and requirements; and identifying a system administrator.

Design and build. Activities include conducting a business needs analysis, data conversion planning and mapping, training users, configuring the solution and developing interfaces and reports.

Validation. Activities include extracting, converting and loading your data; delivering your ADP solution database and master file; verifying employee data; building out security and workflows; delivering additional customized training; and testing.

Production. Activities include processing payroll on your fully live ADP solution, releasing manager and employee self-service, testing benefits carrier connections and transitioning to service.



Project Teams

ADP team

An **ADP project manager** is accountable for your implementation so that 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 solution instruction. Highly trained **implementation specialists** with practical experience will align with your project stakeholders to understand your organization, discuss common practices and design, and configure and validate your solution based on your unique requirements.

Our implementation team:

- Leads Region 4 ESC through a structured implementation process, providing best practices to help you prepare your data for implementation
- Uses technology and collaborative tools to simplify processes, eliminate dual data entry and track progress
- Provides general virtual, instructor-led, self-paced training during the Design/Build phase and personalized 1-1 training during the Validation phase using company data and work rules
- Provides quality checks throughout the project
- Regularly communicates project status
- Manages handoff to service to ensure a smooth transition

This approach streamlines processes to save time and improve operational efficiency, optimizes the project schedule, manages implementation costs and delivers greater, quicker return on investment.

Your **dedicated client success executive** is introduced during the implementation process to gain a better understanding of your needs so they can continue to provide better support and solutions following your implementation.

Region 4 ESC team

The starting point for a successful implementation is selecting your project team. An effective project team is made up of professionals with the necessary skills to partner with your ADP implementation team and ultimately deliver a quality solution. The combined team will work collaboratively toward the project's success. Initial and sustained commitment throughout the duration of the project is essential to ensure that all key milestones are met.

It is recommended that you designate the following project roles to your implementation team:

Executive sponsor. Responsible for identifying project priorities, allocating resources and serving as a project advocate to employees within your organization. Assists in removing obstacles, helping to gain consensus on key decisions and providing executive oversight and key organizational communications.

Project leader. Responsible for project leadership and decision-making. Oversees and coordinates implementation activities and disseminates information to your project team and stakeholders. The Project Leader and System Administrator are often the same resource.

System administrator. Responsible for identifying permissions for all users who are authorized to access the database and other information. The purpose is to ensure that data and system access remains secure during implementation and is appropriately maintained after implementation.

Depending on the modules purchased, subject matter expertise is recommended to complement the implementation team in the following areas:

- *Human capital management*. Responsible for providing the organizational and employee information for the human capital management (HCM) modules and validating and testing the integrity and workflows for HR information. Knowledge of your human resource procedures and policies is important. Responsibilities include:
  - Employee hiring and onboarding practices
  - Performance management information: validating and testing and knowledge of performance management policies
  - Recruitment information, such as job requisition, job postings and knowledge of recruitment policies
- *Payroll*. Responsible for ensuring the accuracy of payroll information. This individual should possess a thorough understanding of the existing payroll system and work closely with human resource professionals to integrate overall workflows.
- *Benefits*. Responsible for providing benefits information, such as: plans, rates, dependents, eligibility and account structures. Supports employees who use benefits enrollments and validates information provided to carriers.
- *Workforce management*. Responsible for providing information to configure the time and attendance module; knowledge of your schedules, time-off policies, time punch preferences, approval workflows and validation and testing the integrity of the data.
- *General ledger*. Responsible for providing a general ledger chart of account information as it relates to payroll; understands how payroll transactions are posted to your general ledger.

Our tenured implementation experts work closely with your resources through each step of the implementation to ensure project goal alignment, avoid potential risks, and identify opportunities to streamline operations.

Technology and tools

ADP's implementation methodology is built on an innovative, easy-to-use workflow tool that helps automate traditionally labor-intensive processes, such as security setup, data extraction and project schedule maintenance. We conduct ongoing utilization reviews to examine system usage from multiple angles, including the review of workflows and utilization metrics. These reviews provide detailed recommendations to help you take full advantage of your ADP solution. Implementation tools commonly leveraged include:

- Launch pad tool automates the requirements gathering and analysis phase and serves as a central document repository (may be used depending on your specific solution)
- Collaboration workbook enables project progress monitoring
- Data conversion tools simplify mapping and translation

Client success and training

Client success toolkit

In advance of your implementation, we provide a comprehensive implementation success kit that helps drive best practices from the start. The kit outlines key data points and important information you can prepare in advance, describes client resources and responsibilities and helps promote solution adoption and learning.

Client training

When you make the decision to work with ADP, you're not only getting solutions — you're getting support and in-depth, customized training right from the start. We work with you to provide training during the initial stages of your implementation to ensure you complete your training at the appropriate time.

Your ADP project manager provides a Region 4 ESC-specific training plan and personalized, 1-on-1 coaching so you can learn using your own data, workflows and business rules — helping you become an expert on your new system.

ADP provides learning opportunities and tools from basic, core training to professional certification programs for practitioners.

Core training. Available free of charge in a structured virtual learning environment. Classes are facilitated by knowledgeable instructors and provide opportunities to practice using your new solution.

Additional core and optional feature training. Once you go live with your ADP solution, you receive unrivaled training on topics and features — precisely when you need it.

Beyond basics. For continued opportunities to grow your skills, you can access refresher topics, specialized subjects like year-end processing, and depending on your solution, training for your employees' ongoing professional development.

Continuous learning is available to give you what you need when you need it, including:

- Access to a comprehensive self-directed training library, featuring our targeted training curriculum to establish confidence and expertise in specialized HCM subjects
- Refresher courses and product enhancements
- Professional Certification Program for your HR practitioners to demonstrate their proficiency and expertise

ADP Professional Certification. ADP's national Professional Certification Program sets the standard for excellence in the use and application of your ADP solution. Certification by the industry leader proves that you have the knowledge, skills and expertise needed to perform critical payroll and related tasks. ADP's professional certification helps you develop your career in the following ways:

- Validates your knowledge of and proficiency in using your ADP solution
- Enhances your résumé
- Increases your potential for a higher salary and promotion
- Distinguishes you from others in your profession
- Formally recognizes you as an ADP Certified Payroll Specialist (ADP CPS) to management and colleagues

ADP offers certification opportunities each spring and fall at a network of more than 200 professional testing centers throughout the U.S.

Certification refresher courses and **continuing education credits** are also available. ADP is a member of the International Association of Continuing Education and Training (IACET) and an approved provider of both recertification credit hours (RCHs) by PayrollOrg and continuing professional education (CPE) credits by the National Association of State Boards of Accountancy (NASBA).

Many courses are eligible for continuing education units (CEUs) including RCHs and CPEs from various professional organizations.

ADP Project Services and ADP Professional Services

During implementation (and beyond) we also offer targeted, optional services to help clients maximize their investment.

The ADP **Project Services** team can support changes to your ADP configurations beyond the initial agreed-upon scope.

ADP Professional Services brings client-side support through best-in-class HCM subject matter experts with experience in ADP systems. These resources support client needs related to project management, testing and ADP/integration support and evaluation and implementation of HCM processes. This team:

- Executes on change management and communications strategies with custom materials and campaigns
- Optimizes HCM processes and use of ADP systems to help ensure proper data flow between systems and eliminate manual/redundant processes to improve data integrity
- Supplements client staff lacking the expertise, time or resources to execute a project
- Engages appropriate stakeholders and helps keep special projects on task

Service

ADP's service approach includes intuitive, all-in-one workforce solutions that provide Region 4 ESC a seamless experience as you manage your people. When you need support, we deliver:

- *Flexibility*. Service the way you want it through support options, additional resources and self-service capabilities to find what you're looking for.
- *Expertise*. Knowledge to help you each step of the way with accurate, timely resolution to your questions.
- *Commitment*. Peace of mind that a trusted resource has your back and is accountable to support you today and on an ongoing basis.

ADP delivers services through a partnership with you — giving you time to focus on what matters to your organization. We aim to understand your goals and provide guidance to achieve them with the right tools and technology at your fingertips.

Service and Client Success teams

HCM service consultants. Region 4 ESC is assigned a designated service team comprised of service consultants across the workstreams applicable to your ADP services (such as HR, payroll, benefits, workforce management and health compliance). HCM service consultants bring deep expertise to:

- Serve as your practitioners' day-to-day designated contacts.
- Analyze issues, offer solutions and deliver on commitments.
- Provide insight on product releases, features and functionality..
- Engage additional ADP support teams (when needed) using specialized support technology with built-in AI and machine learning for real-time collaboration with other ADP experts or HCM Centers of Excellence (such as general ledger, reporting, tax and wage garnishment).
- Facilitate proactive recurring status calls.

Your service team is available via direct telephone contact Monday through Friday from 8:00 a.m. to 5:00 p.m. in your local time zone. Region 4 ESC can tailor dynamic voice or touch-tone menu options so your practitioners only hear the applicable options and calls are routed for quick support. Your practitioners can also submit and track service requests via Service Connect, an online collaboration/CRM tool, which allows you to track progress and review open requests

Service manager. HCM service consultants are led by a service manager within each service area (such as HR, payroll, benefits, workforce management, and health compliance). The service manager helps you achieve your goals, address high-priority/critical requests and streamline processes to deliver the best client service experience.

This team may be supplemented with additional associates as needed to support Region 4 ESC (based on your specific ADP solution).

In addition to your service team, Region 4 ESC is provided with an ADP **client success executive (CSE)**. The CSE is the strategic owner of your ADP relationship and acts as your trusted advocate within ADP. They focus on understanding the meaningful outcomes that you are looking to achieve as part of your partnership with ADP — and then to align our solutions, support teams and strategic insights to help you achieve these goals. As you ramp up on our solution, the CSE works to shorten your time to value and ensure you realize your key value drivers. The CSE understands that ADP is seen as an extension of your HCM team and as a reflection of your ability to serve your employees. CSEs operate like owners of ADP and measure our success by your success.

The relationship a CSE builds with each client is based on trust, transparency, communication and collaboration. The CSE:

- Owns the executive client relationship:
  - Is a single point of contact for the overall ADP/client strategic relationship — agnostic to the client life cycle, product/platform and ADP function.
  - Serves as the strategic connection that binds ADP to the client's goals, vision and desired outcomes.
  - Facilitates frequent, proactive check-ins and scheduled executive business reviews to ensure we are aligned with the client's key stakeholders.
- Orchestrates measurable client outcomes:
  - Listens to the client and learns their culture, climate, priorities and strategic initiatives (including their business and HCM-related goals).
  - Co-authors a formal success plan with the client based on these priorities and initiatives (aiming for SMART goals).
  - Engages necessary resources at ADP and the client to ensure proper focus, resources and utilization of ADP solutions.
  - Conducts proactive updates and check-ins to measure progress against the plan.
  - Stays current and repeats the cycle as appropriate based on change in business or client conditions.
- Expands client partnerships:
  - Focuses on ensuring value and extending the length and depth of the client's partnership (CSEs do not have sales targets and are not compensated on commission).
  - Constantly listens for opportunities to amplify the client's voice to ADP internally for constructive feedback and ways to develop new products and processes (or improve current ones).
  - Amplifies the client's voice in the market to connect clients for use case references and best practice sharing, as well as to publicly recognize great accomplishments achieved using ADP solutions.

ADP Strategic Advisory Services. Available at no cost, this team of experts provides insight, actionable ideas and value-added support to help you optimize your HCM strategy. The result often provides a potential financial impact from optimizing talent, workforce, compliance, payroll and HR service delivery, change management and communications strategies.

ADP Professional Services (optional). This team offers HCM subject-matter experts for project management, system testing, API support, HCM process evaluation and staff when needed to backfill existing team members or for a special project. Experts can provide data analytics consulting to help align your data to your organizational goals. If you need to make changes, our services include the creation of fully customized change management and communications materials. These services help ensure you maximize your investment in your ADP HCM solution.

Quality and service tools

ADP tools

We use a variety of tools to monitor service delivery and ensure our clients' satisfaction:

Client relationship management (CRM) system. All calls and incidents are logged and tracked in ADP's CRM system. We closely monitor statistics such as call response time and issue resolution time. HCM service consultants also use the CRM system to automatically generate, send and store client communications for easy tracking and retrieval. Our CRM platform allows for:

- Accountability and statistical reporting.
- Online company profile information.
- Online service request history (current and historical).

Knowledge management system. Service processes/procedures, and job aids are documented here. This tool allows for quick resolution and a consistent service experience.

Call monitoring management system. This system allows statistical reporting on client calls, including volume (time of day), message percentage and transfer percentage.

Call recording system. This system records most voice calls (incoming/outgoing) and screen activity.

Client tools

The **Support Center** is a secure single site that provides access to all of the tools and resources your practitioner needs. It is dynamically configured to your HCM solution and offers tools to complete administrative tasks, including:

- Quick links to online forms and SOC 1 reports.
- Access to The Bridge (ADP's client collaboration community).
- Quarter-end and year-end resources.
- Payroll delivery tracking.
- Knowledge articles.

- Product releases and notes.
- State/SUI tax articles.
- Link to Service Connect.

Service Connect, an online collaboration/CRM tool, is available 24x7 for practitioners to submit a new service request (directly to the ADP service team), check the status of open requests or search historical requests. Practitioners can easily communicate with your ADP HCM service consultant by adding notes or safely sharing secure attachments on any open request.

Inquiries are linked to Service Connect so Region 4 ESC can track inquiry progress/status and request any necessary escalation. The tool also provides Region 4 ESC management insights into trends and visibility to your team's activity with ADP.

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.

Region 4 ESC can leverage additional support tools, including:

- *Online system help tools*. Online manuals include user documentation for practitioners and system administrators.
- *Client support websites*. Many resources are available to our clients via websites, including:
  - *The Bridge HCM social networking community*. Creates an opportunity for ADP client interaction, collaboration and communication and provides a unique, peer-to-peer forum for sharing expertise in a virtual, secure client environment.
  - *ADP corporate website*. Offers an employer resource center where clients can access the latest HCM information, tips, employer tools, calculators and other business resources.
  - *SmartCompliance site*. Delivers critical payroll tax and compliance information, including tax regulation resources.

Client success tools

We measure our success by your success using client-based outcomes. While bringing product and service together helps us to continuously innovate better solutions for our clients, we've also adopted a technology-driven mindset into service to deliver measurable value. It starts with a focus on your outcomes. Your client success plan is documented and tracked through a Performance Dashboard. Our CSEs monitor each client's progress to help achieve their milestones with measurable data as a guide.

The ADP service team meets regularly with your practitioners to discuss open items and answer any questions. In addition, your ADP CSE conducts business review meetings to specifically discuss accomplishments, track progress against your desired outcomes and share information on upcoming initiatives.

We use proactive and predictive insights. We also serve our clients by using team-based technologies with artificial intelligence and machine learning to solve complex and unique problems. These systems provide proactive and predictive information.

Region 4 ESC can view your payroll status in real time and identify errors before they happen. These predictive tools reduce errors and redundancies, simplify processes and give you greater control and flexibility through relevant data processed for results.

Pricing

Pricing is in the embedded Excel, as well as the below table:

ADP Omnia RFP Pricing June 2025.xls

SERVICE DESCRIPTION	Assumptions	Not to Exceed	Definitions		
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Confidential & Proprietary

All information in this document is valid for 90 days from the date this proposal is issued. Upon receipt of a written request from ADP, your organization agrees to return all ADP documents and materials within three (3) working days.

Product specifications are subject to change without notice.

Nothing herein shall constitute any representation by ADP of any affiliation between ADP and any company whose marks, products, or icons are referred to or displayed herein.

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Value-Added Services

June 19, 2025

Presented By

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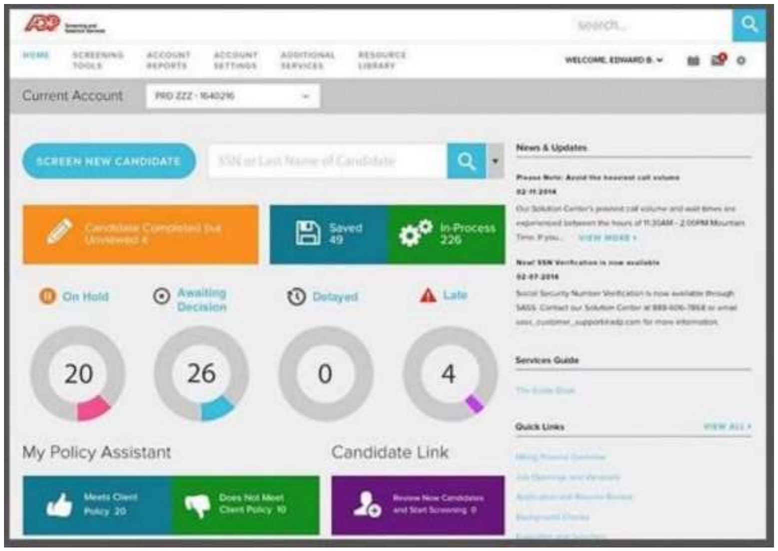
(847) 727-0930
joe.moyer@adp.com

TABLE OF CONTENTS

ADP Background Screening Services

Organizations of every size around the world use our configurable screening solution to perform millions of background screens each year. You can build a custom screening program by choosing from recommended industry packages or work with your ADP representative to create customized, position-specific screening solutions. Our flexible approach offers best practices and expert consultation to help reduce your hiring liabilities and ensure the candidates you choose meet your expectations.



You can use our screening solution to:

- Determine if a candidate meets your company’s screening policy requirements.
- Make more informed compliance and employment-related decisions.
- Accelerate your hiring process by leveraging automation and integration, including automating and streamlining how background checks are ordered.
- Take advantage of customized screening packages with workflows to support your organization’s screening process.
- Use on-demand order tracking within a secure, online environment.
- Reduce your organization’s liability with built-in background screening compliance.
- Mitigate risk with our innovative ordering technology.
- Understand your true cost for hiring with package pricing and no hidden fees.

We offer candidate data collection options, a solution built around on-demand technology, excellent customer service, timely and accurate reporting and an in-house counsel and compliance team monitoring ongoing government regulations to keep you well-informed as you build and strengthen your workforce.

ADP DataCloud

Available in your HCM platform, ADP DataCloud is an AI-powered workforce analytics platform that helps our clients easily unify, enhance and tap into their people data to better solve important business challenges, including:

- Attracting and retaining talent.
- Optimizing costs.
- Driving diversity, equity and inclusion.
- Offering better benefits.

All analytics and reporting capabilities include prebuilt content and operate from your existing ADP security profiles. All history records may be accessed to support in-depth trend analysis.

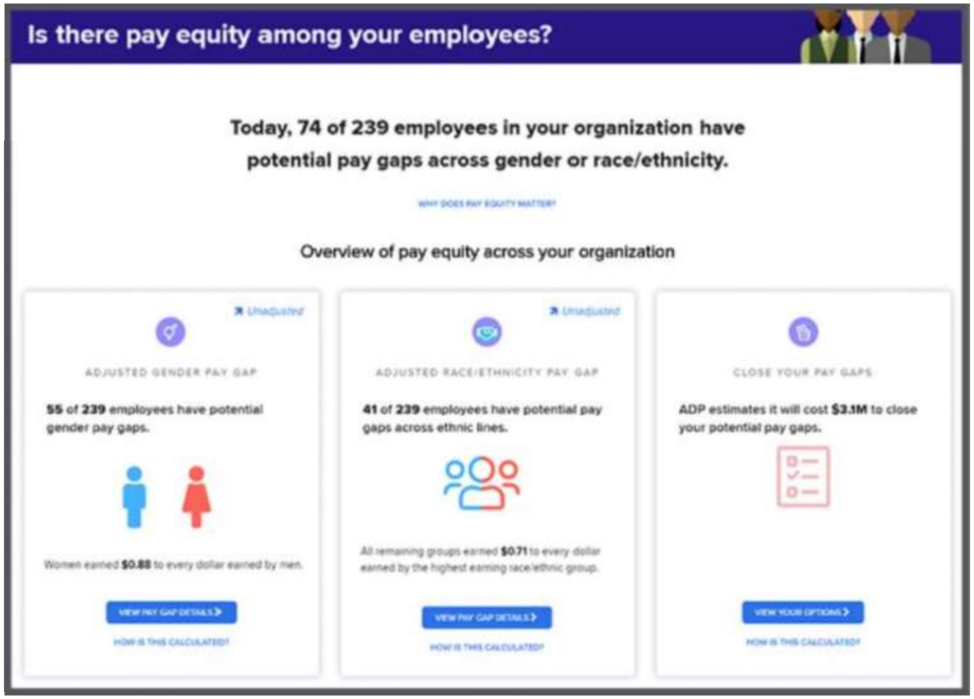
ADP DataCloud is powered by anonymized data more than 1.1 million clients across 140 countries and 42 million wage earners globally.

People Analytics reveal patterns and trends:

HR Metrics. Spot patterns and trends with streamlined, configurable dashboards and embedded insights spanning 100 key metrics across core HCM topics (HR, benefits, time, payroll, recruiting) according to the ADP services you use. Reveal potential critical patterns and trends to unlock a deeper understanding of your workforce.

Storyboards. Answer key workforce questions through a story-driven approach. Receive AI-based recommendations on people trnds and equip HR practitioners and people managers with reliable, sound data that strats at the business and department levels and can be filtered down to the people level. Storyboards include:

Pay Equity. Quantify pay gaps by gender, race and ethnicity and estimate the costs to close them.

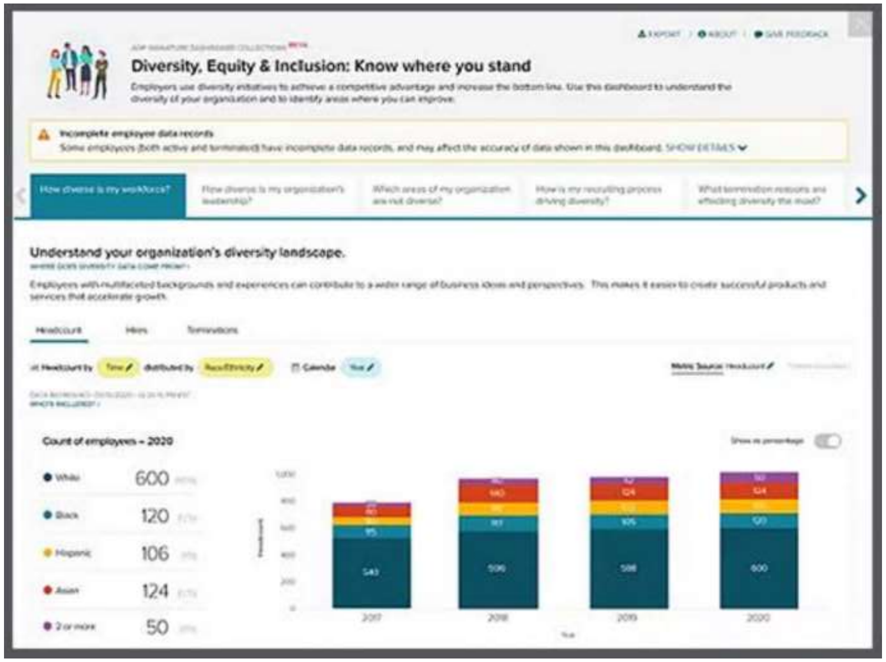


Turnover Cost. Uncover the cost of losing an employee by understanding expenses such as severance, recruitment costs, training and productivity loss.

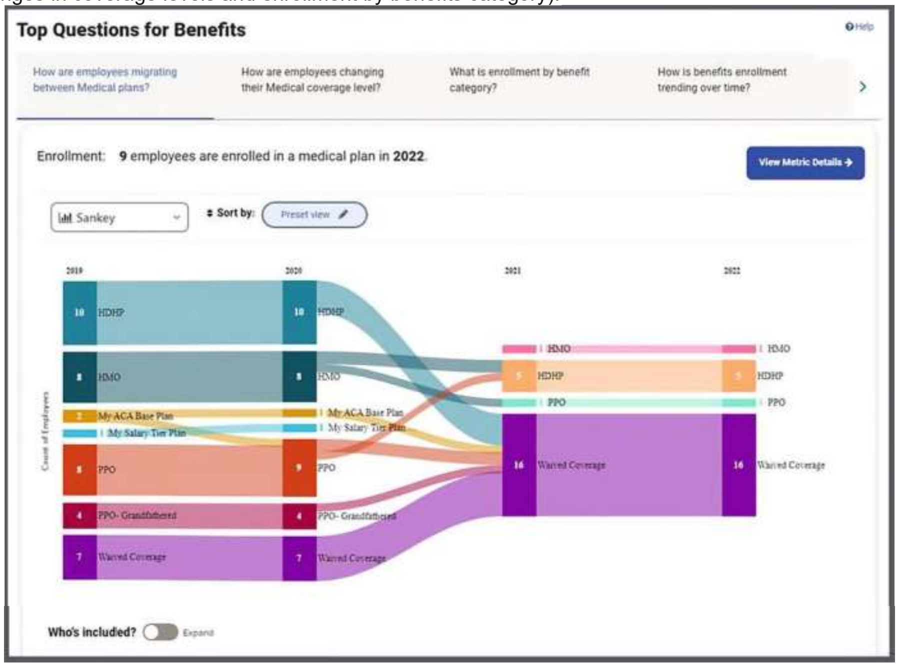
Top Performers. Identify and retain your top performers by better understanding their compensation, opportunity gaps and turnover risks.

Diversity, Equity and Inclusion Dashboard. Foster a diverse, equitable and inclusive environment with guided experiences that help answer key questions:

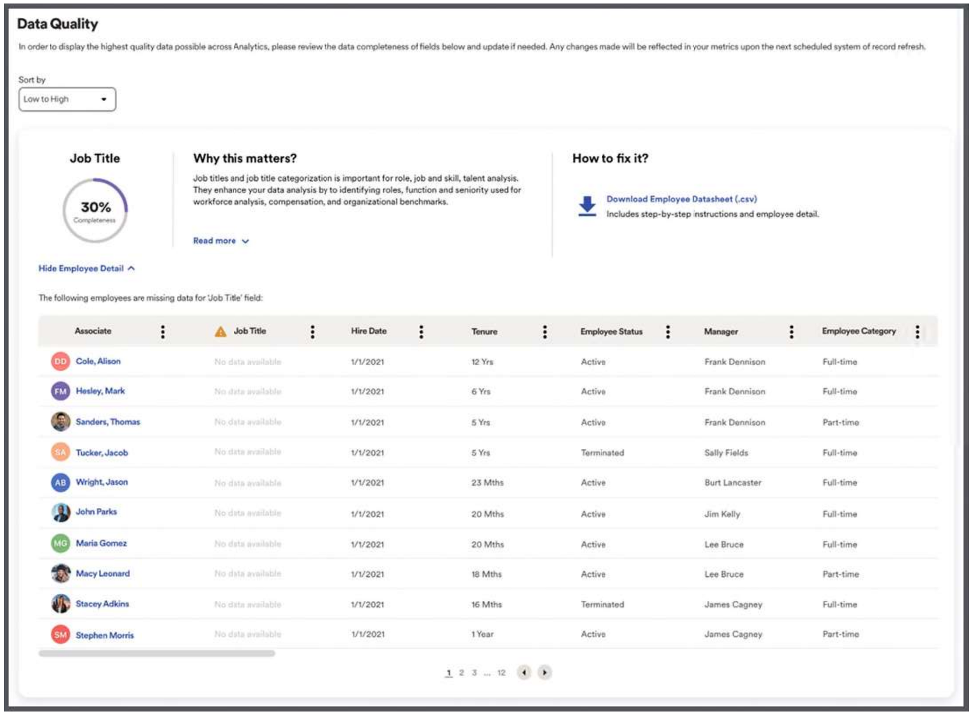
- How diverse is the workforce and the organization's leadership?
- Which areas of the organization are not diverse?
- Are there particular reasons for termination that are impacting diversity the most?



Benefits Dashboard (available with ADP's benefits administration capabilities). Provides preconfigured metrics and charts that easily help you answer important benefits questions (such as plan migrations, changes in coverage levels and enrollment by benefits category).



Data Quality Dashboard. Understand which data fields are missing in the ADP HCM system of record, proactively identify underlying data issues that degrade the accuracy of the analytics and leverage bulk upload for mass record correction.



Executive and Manager Insights provide relevant insights about teams and your client's organization in a simple, digestible format that can be easily accessed through users' preferred devices — without access to the ADP HRMS. These AI-generated headlines uncover important trends that can be quickly understood:

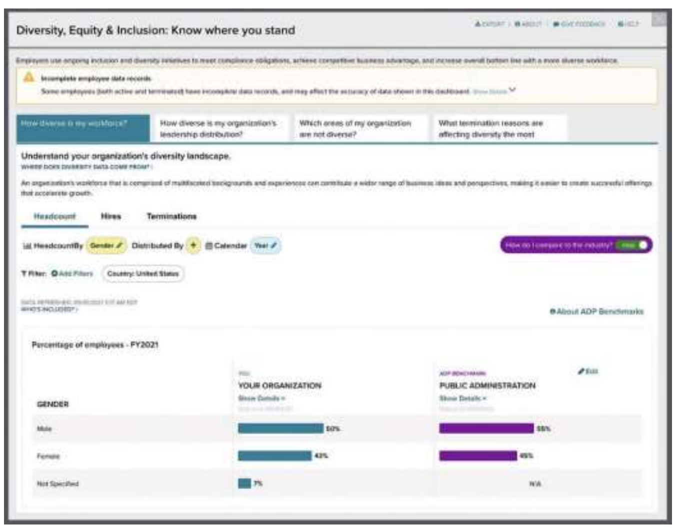
> *HR, Payroll and Time Headlines*. Enable front-line managers to identify and resolve people issues impacting cost, revenue and productivity — without waiting for analysts to run reports to consolidate data from disconnected systems.
>
> *Turnover Risk Headlines*. Quickly understand which members of the team are the most likely to leave the organization and why (such as low compensation, unusually high overtime or the lack of a promotion for a high-performing employee).

We offer **Enhanced Insights** as add-on capabilities:

Benchmarks. Measure your standard HR metrics and compensation against ADP benchmarks, which combine anonymized HR data with AI, to see how our clients' organizations measure up to others:

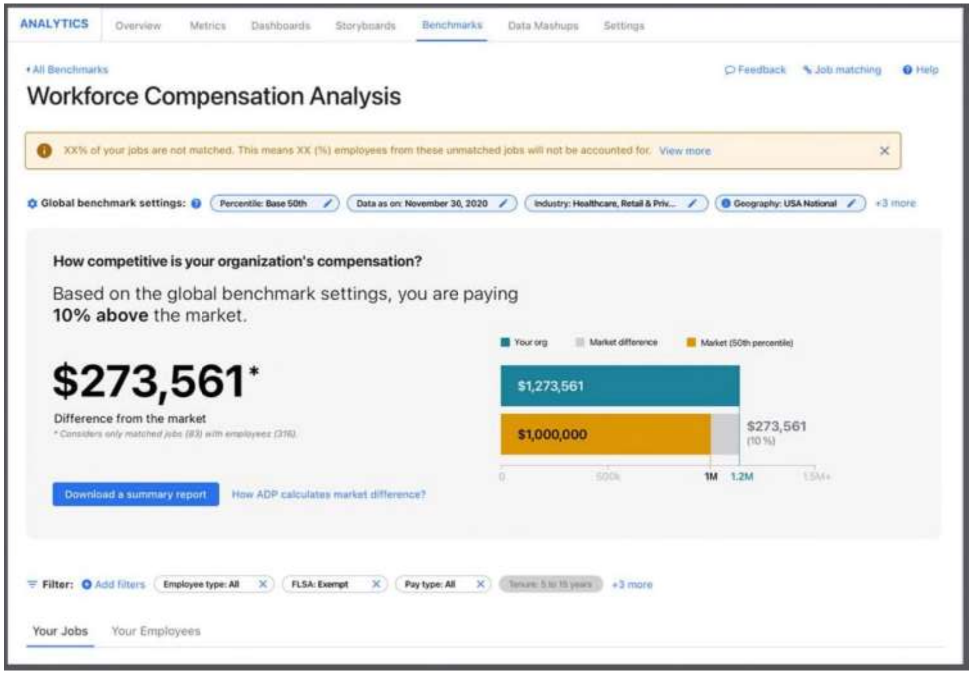
- Absence rate.
- Average age.
- Average earnings.
- Average tenure.
- Benefits contribution.
- Benefits contribution (health and welfare).
- Benefits cost per enrolled employee:
  - Dental.
  - Medical.
  - Vision.
- Benefits coverage.
- Checks.
- Direct deposit.
- Employee access:
  - Employees.
  - Managers.
  - Practitioners.
  - Supervisors.
- Employee adoption.
- Enrollment rate:
  - Dental.
  - Medical.
  - Vision.
- Female percentage.
- Headcount by age.
- Headcount by generation.
- Manager edits.
- Manual checks.
- Mobile adoption.
- New-hire turnover rate.
- Overtime rate.
- Overtime related to absence.
- Retention rate.
- Reversals.
- Span of control.
- Time utilization.
- Turnover rate.

DEI Benchmarks. Identify pay gaps based on gender, race and ethnicity; receive tailored action plans that quantify the cost of closing gaps; provide managers with DEI insights within HCM workflows to drive scalable action; and implement surveys with psychometrically validated questions aimed to evaluate DEI concepts.

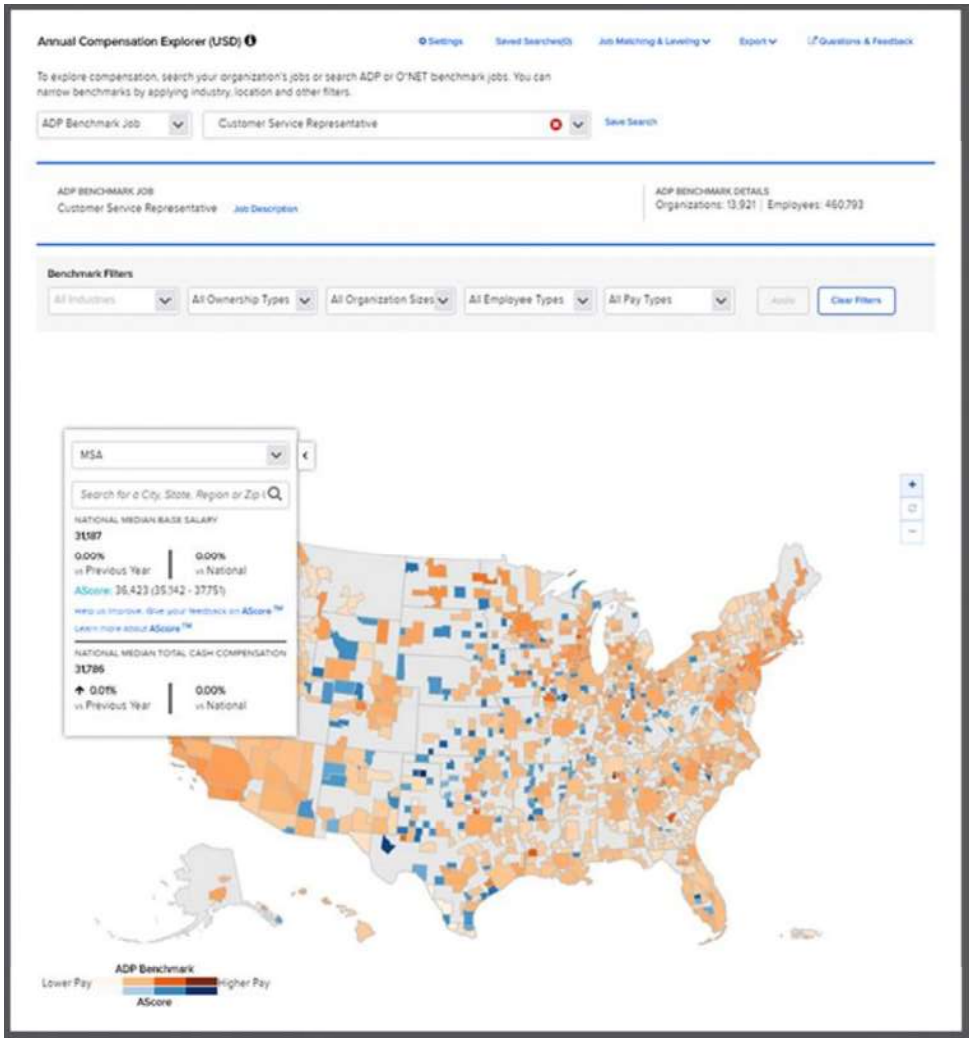


ADP Talent and Compensation Benchmarks. Use validated talent and salary benchmarks — powered by real-time payroll data — to confidently attract top talent, compensate the workforce competitively and gain insights into evolving labor trends. Access more than 9,000 distinct job titles spanning more than 1,000 industries in the United States and pair any ADP benchmark with metropolitan and micropolitan statistical areas.

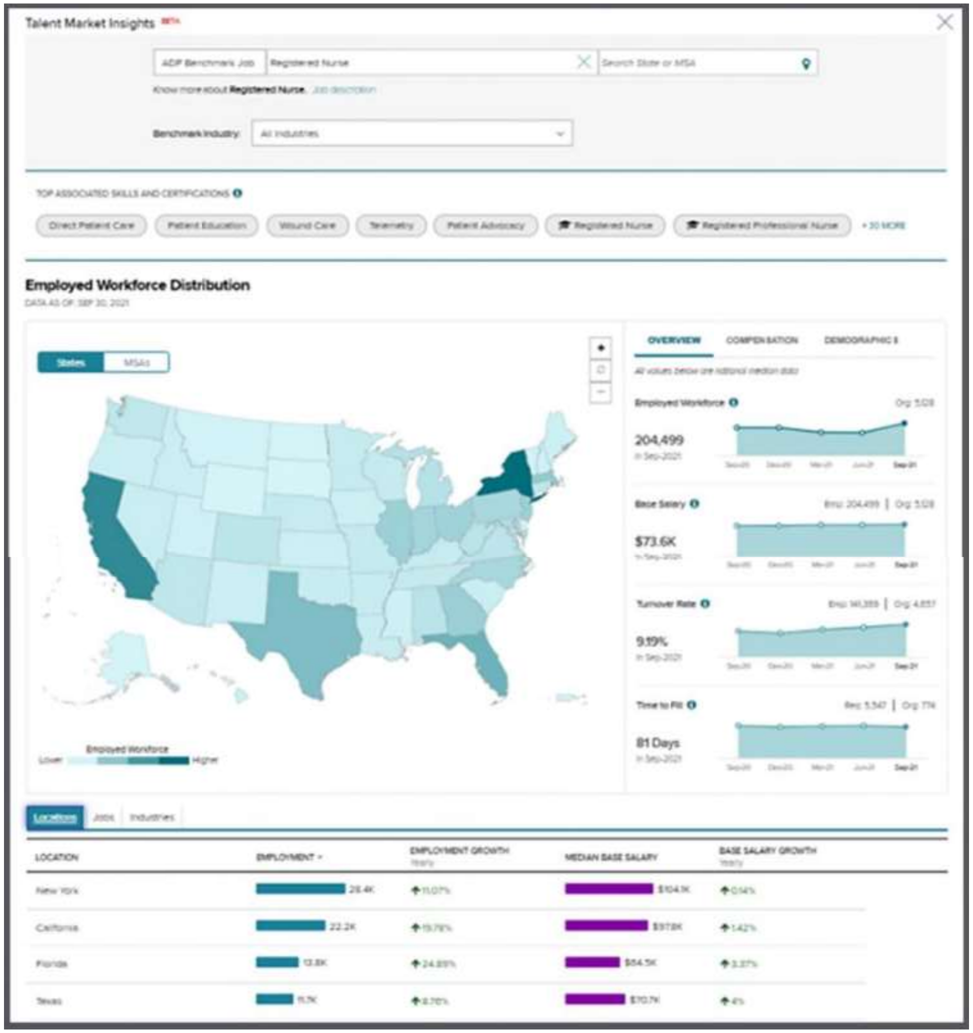
- *Workforce Compensation Analysis*. Gives visibility into pay across the entire organization down to the individual job, employee and location level and benchmark against peers and competitors.



- *Annual Compensation Explorer*. Find the market rate for new roles by total cash, base salary, bonus and overtime across locations and industries.

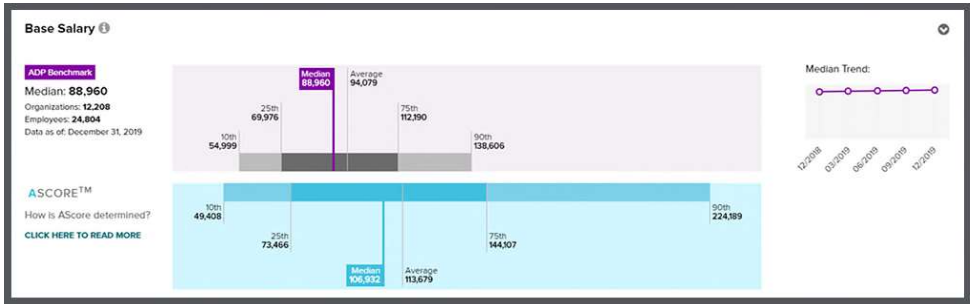


- *Talent Market Insights*. Gain a real-time understanding of current labor trends, where to grow the business and where to find talent.

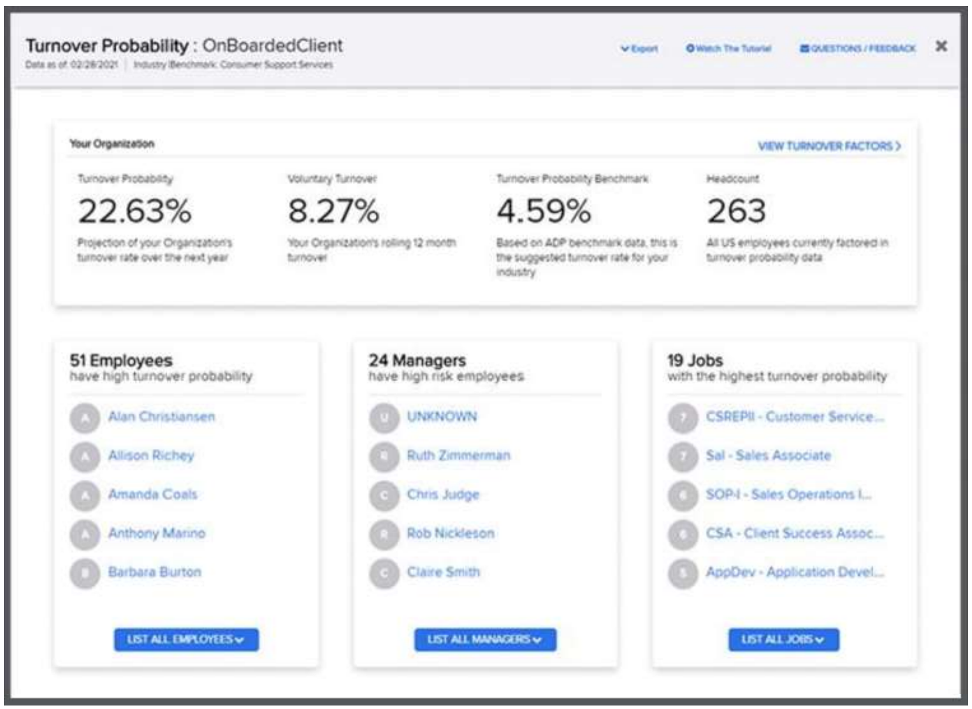


Data Explorers. Engage these curated experiences designed to support a deeper understanding of data elements that impact your employees and your organization.

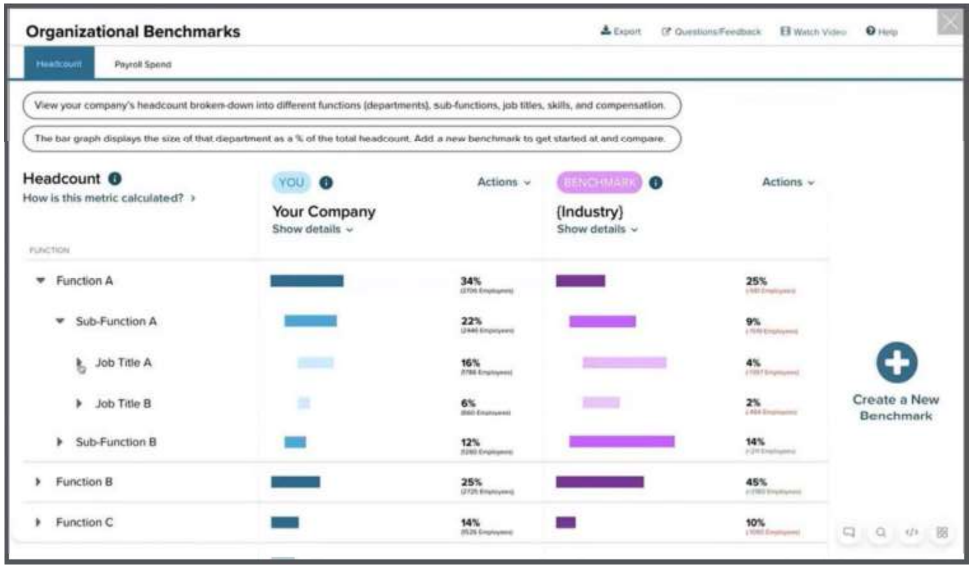
- *Compensation Benchmarking*. Ensure pay fairness using up-to-date, reliable data on market compensation accessible in the flow of recruiting and employee profiles.



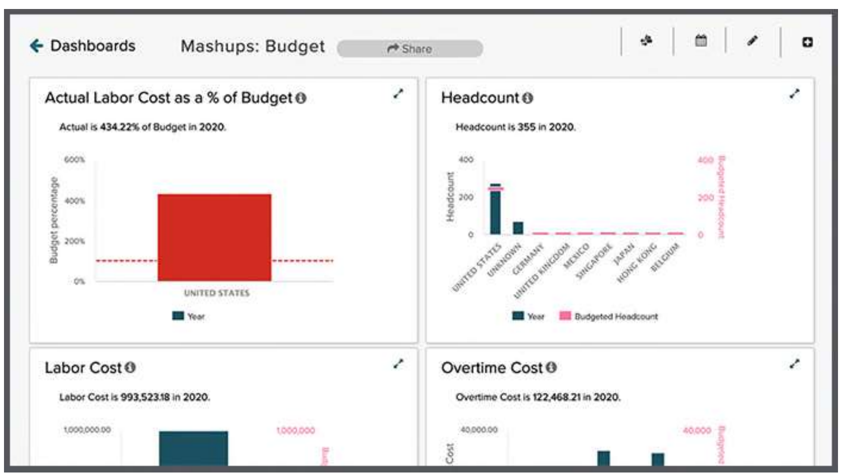
- *Turnover Probability*. See where the turnover is likely to occur across your organization and uncover the drivers of turnover so you can take proactive steps.



- *Organizational Benchmarks*. Compare headcount, labor costs and turnover against peer organizations. Assess departments using metrics such as headcount, cost and turnover compared to benchmarks.



Data Mashup. Use our provided Excel templates to easily mash up HCM data with information stored in another system (such as sales, revenue and customer satisfaction) to visualize organizational performance in a single graph and gain insights not available when data points are tracked separately.



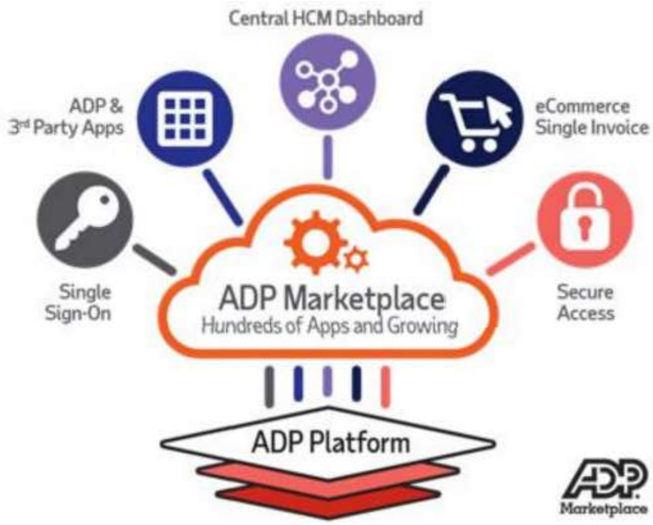
ADP Marketplace

ADP Marketplace is a digital HR storefront (marketplace.adp.com) offering a collection of highly rated HR solutions ready to seamlessly and securely share data with your ADP platform.

At ADP Marketplace, clients find HCM solutions from ADP and our certified partners — all in one place. Clients can review features, watch demos and browse dozens of solutions designed to expand their capabilities and help them work more efficiently. Many of the solutions are available on a trial basis. From payroll to talent management to productivity, this collection of powerful solutions gives our clients the tools they need to manage their people better.

Overall benefits of using ADP Marketplace include:

Greater flexibility. With this open system, you can choose from a range of solutions to fill your company's specialized HR needs.
Secure and stable. Each solution has passed an industry-standard security assessment to help safeguard the confidentiality and integrity of your employee data.
Seamless integration. Solutions sync directly with the ADP payroll, HR or workforce management platforms and automatically share data where needed so information is only entered once.
No waiting for IT help. The hard work of setting up data integration is already done.
Free trials. Many solutions offer full-feature trials so you can evaluate them — risk-free.
Single-point management. Try, buy and access any solution directly from your ADP dashboard.



ADP Retirement Services

One of today's most valued employee benefits is a 401(k) plan. ADP Retirement Services has been providing complete record-keeping services since 1989. Our breadth of service includes support for several plan types and options:

- 401(k) — including Safe Harbor 401(k), Roth 401(k) and New Comparability.
- SIMPLE IRA.
- Executive Deferred Compensation.

Plan sponsor services include:

- Day-to-day administrative support.
- Payroll integration through SMARTSync or Web Direct.
- Plan audit and Form 5500/1099-R services and support.
- Compliance and eligibility testing and monitoring.
- Loan processing.
- Contribution processing.
- Comprehensive plan sponsor website.
- Access to third-party support services to help manage risk associated with investment option selection and monitoring.
- Third-party trustee services.
- Automated required minimum distribution processing.
- Plan notice preparation and delivery services.
- Single sign-on with other ADP products.
- Automatic enrollment.
- Plan activity reports — ADP makes standard and custom on-demand reporting available to plan sponsors on its plan sponsor website.
- IRS-approved prototype plan document.

Participant education and services include:

- Our participant website, mykplan.com provides participants the information necessary to manage their accounts in a simple-to-use format. The participant web home pages and retirement tools are mobile-enabled so associates can check balances and make transactions via a smartphone or tablet. In addition, we offer mobile applications for enrollment and education that can be pushed out to smart-phone users as part of an overall education and outreach strategy.
- Participants can access the planning tools from the website, including:
  - Retirement Savings.
  - Financial Wellness (an online library of financial wellness tools and information for every stage of life).
  - Health Care Wellness.

Time-tested employee education programs and a team of licensed retirement counselors to drive retirement readiness.
Enrollment app.
Virtual and on-site enrollment meetings conducted by licensed retirement counselors.
Mobile and digital tools and resources.
Targeted, behavioral and personalized communications.

Best-Practice Advisory Program

Through our optional Hackett-certified best-practice program, we help you optimize the business outcomes provided by your ADP solution — during implementation and beyond. Our unique program draws on insights captured from more than 1,200 HCM benchmarking and performance studies to provide best-practice metrics, process flows, inquiry support and other organizational guidance to help you solve workforce issues and drive better business outcomes.

Through 24x7 access to the best-practice portal, you can:

- Drill down into any HCM best practice to review process flows and examine best-practice playbooks.
- Study The Hackett Group HCM research, as well as peer and world-class performance metrics.
- Register for upcoming events.
- Download pre-recorded webcasts and presentations.
- Review and download Hackett HCM Benchmark Survey output (client-specific).

Your organization gains access to valuable information on relevant HCM topics (such as change management, HR scorecards, metrics and employee data management). For example, you can use the best-practice scorecard to measure your current-state performance against a set of defined best practices to establish a baseline and guide your path toward 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.

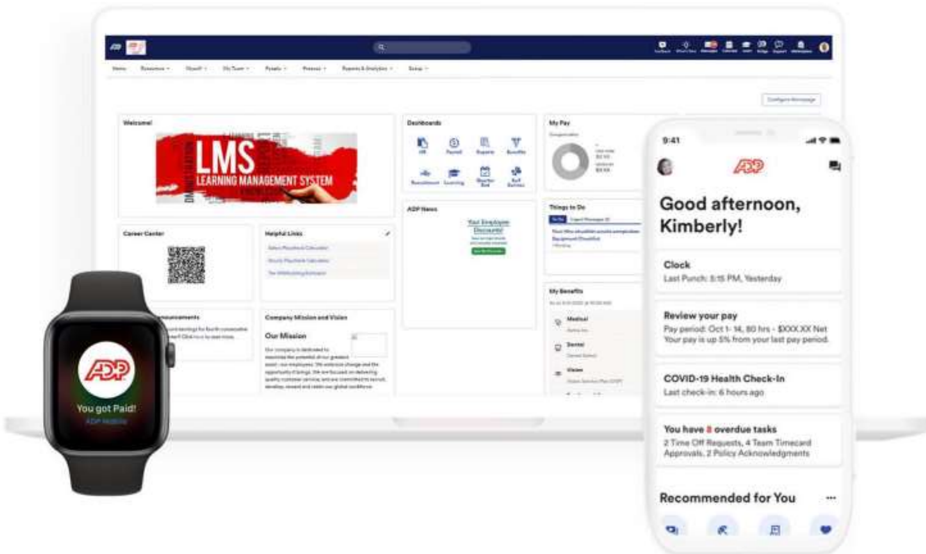
In addition, we help you identify the best practices to address your specific business issues. These items are re-evaluated every six months with a strategic advisor to ensure you are focusing on your most pressing business needs.

Any time you make an organizational change to one aspect of your HCM service delivery model, you need to evaluate the impact on a variety of 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.

Mobile

ADP's innovative mobile app provides access to HCM functionality across multiple personas (employee, manager and practitioner), HR domains, geographies and device types.

Users across 400,000 clients leverage ADP's mobile app to improve employee communications, drive productivity and increase employee engagement. ADP's mobile app has been rated 4.7/5.0 stars by more than 1.7 million users on the Apple App Store.



Employees can access real-time data wherever they are. Users can:

- Update their employee profile.
- Access pay statements and Forms W-2.
- Manage direct deposit and tax withholding.
- Clock in and out (with optional geo-fencing).
- View/request/approve time off requests.
- View/submit/approve timecards.
- View/edit schedules.
- Self-enroll for the pay card and view pay card balances and transactions.
- Stay connected to colleagues via the company directory.
- View company news and events.
- Complete annual benefits enrollment, set life insurance allocations, add a qualifying event when it occurs and view current and future benefit elections.
- Access real-time decisions on evidence of insurability (EOI) during the employee enrollment experience.
- Access 401(k) balances (and change contribution rates or account allocation).

- Respond to engagement surveys (and any custom surveys) so engagement can be measured at the team level.
- Receive proactive notifications for common employee issues (e.g., fixing a missed punch) without the need to create a ticket with HR.

Mobile analytics give managers and executives current information wherever they are. Headlines provide relevant, actionable insights via push notification.

ADP’s mobile app is available through Apple and Android applications (minimum supported versions are iOS 15 and Android 8.0). Users can leverage an ID and password, Touch ID for iOS and Android devices or Face ID for iOS devices that support this feature. Mobile access uses the same high-level security infrastructure and encryption as our web-based platforms.

For users with unsupported devices, we also offer a mobile website at https://mobile.adp.com.

Solution Optimization

ADP provides consulting to our clients and prospective clients based on our own product offerings. We have a team of subject-matter experts that can address our individual product lines from sales to implementation (and post go-live) to help ensure ADP's solution is meeting our clients' needs.

As an optional service, ADP Professional Services subject-matter experts can help you execute complex compliance assessments, evaluate and redesign processes and procedures and drive change-management and communications programs to help optimize your HCM investments. We can help manage critical projects that can drive business outcomes in key business areas:

Implementation and integration support. Accelerate your implementations, tie your data together and reap the benefits of better HCM more quickly. You are faced with enough challenges in your daily job. We can help manage all stages of ADP implementation and integration — from analysis, conversion, configuration and validation to testing, go-live and post-production support. We will:

- Communicate timely and effectively across the project teams to ensure milestones are met.
- Review results and address remaining project plan milestones.
- Help you share and understand data with APIs and custom reports.
- Set up your system so you make informed decisions by tapping into real-time data.

Optimization services. Maximize your ADP investment and execute on your company's workforce management strategy by using our technology and industry-leading experts. We can help you find ways to accelerate employee engagement through portal build-out, customized templates and workflows that will save you time, reduce manual effort and consistently apply your policies throughout the organization. We can also:

- Evaluate business processes for security, payroll, core HR administration, benefits programs and compliance tracking and reporting.
- Provide customized training and recommend best practices in your ADP Workforce Now account.

HR excellence. Reduce your administrative burden by automating your business processes so you can hire, retain and engage your employees more effectively. We are experts in HCM, and we will analyze and guide you toward optimized operations and minimized manual processes so you can focus on becoming an employer of choice and attracting top talent. We also help:

- Deploy and automate benefits open enrollment.
- Modify benefit plans and assist with communication.
- Set up and support recruiting and performance management.
- Initiate new-hire and termination template setup, approval paths, membership rules, compliance changes and notifications.
- Enable security profile editing for managers and employees.

Create an “employer of choice” environment by allowing employees to directly access their information and improve their interactions.

Compliance services. Gain a deeper understanding of how your system configurations and data can impact compliance regulations and year-end reporting. Our team works with you to proactively help you keep up with changing labor regulations like the ACA, the Fair Labor Standards Act (FLSA), the Payroll-Based Journal and more — ensuring ADP Workforce Now is configured correctly for your organization and helping you make informed decisions to protect your business. We can also help:

- Partner with a certified health care reform specialist to help assess compliance requirements and your readiness.
- Stay a step ahead with look-back analysis, affordability calculations, waive reason tracking and measurement method options.

Security and Business Resiliency

ADP's Chief Security Officer oversees our Global Security Organization (GSO). The GSO is a cross-divisional, converged security team that has a multi-disciplinary approach in cyber and information security and compliance, operational risk management, client security management, workforce protection and business resilience. GSO senior management, under our Chief Security Officer, are responsible for managing security policies, procedures, and guidelines.

Safety and security

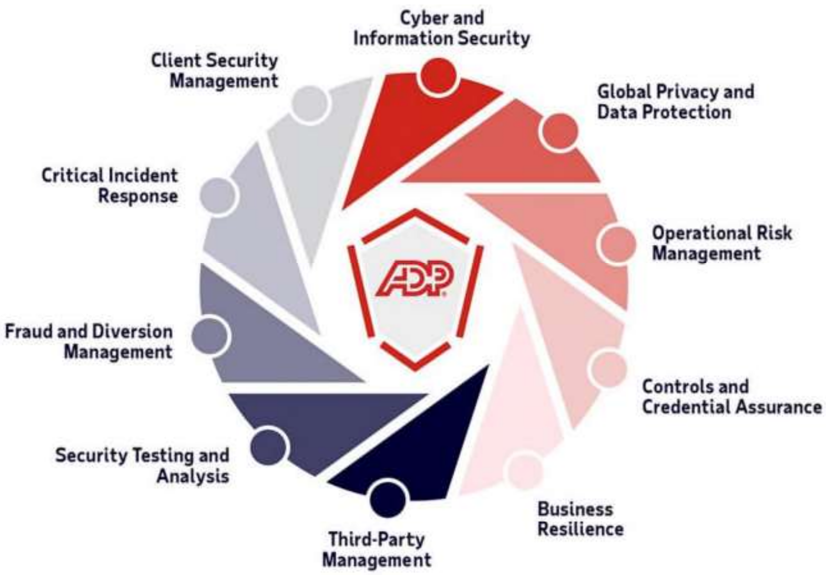
ADP is committed to protecting the confidentiality of the information provided by our clients and their employees. All nonpublic data provided to ADP by our clients is deemed confidential and treated accordingly.

We maintain an enterprise-wide information security program. Administrative, physical and technical safeguards reasonably and appropriately protect the confidentiality, integrity and availability of client confidential information.

ADP has developed and documented formal information security policies that set out ADP's approach to managing information security. Specific areas covered by these policies include:

- Security management.
- Global privacy.
- Associates' acceptable use of electronic communications and data protection.
- Information handling.
- Physical security.
- Security operations management.
- Security monitoring.
- Investigations and incident management.
- Access and authentication.
- Network security.
- Global third-party risk and mergers and acquisitions.
- Application management.
- Business resiliency.
- Converged security risk management.

Policies are published on the ADP intranet and are accessible to all associates and contractors from within the ADP network. ADP reviews our information security policies at least once per year or whenever there are major changes impacting the functioning of ADP's information systems.



Data backup strategy

ADP has taken significant steps to mitigate the impact of business interruptions. Our global business resiliency policy and program, which was developed in compliance with applicable regulations and guidelines, establishes a single global framework for how ADP manages and controls identified risks resulting from disasters and other significant business disruption events.

ADP's backup strategy is to design, develop and deploy systems and redundant infrastructure in support of a fully operational disaster recovery and service continuity plan. The strategy is further intended to ensure complete disaster recovery/service continuity for our business offices, data centers, command centers and their associated processing activities. The strategy is implemented through defined policies, procedures and systems, which are reviewed regularly and updated where applicable.

All failover activity, database replication and load balancing are performed by ADP.

Scalability

ADP provides an extensible solution architected for growth so we can support your needs as they evolve — without the need for incremental investments or platform changes. This future-proof design enables the solution to change and grow to meet our clients' evolving needs.

The architecture framework is highly scalable and supports unlimited growth. Individual clusters within a data center are architected to allow for full horizontal scaling of systems on all tiers as needed. All servers and network devices are configured with full hardware redundancy. As transaction volumes and capacity utilization rates vary by time of year, additional processing capacity is added on demand.

Teams of experienced professionals support our clients as their employee population changes.

Business resiliency

ADP is committed to keeping our services and operations running smoothly so we can continue to support our clients. It is our priority to identify and mitigate the technology, environmental, process and health risks that may impact our ability to provide our business services. ADP has created an internal framework that lays out our mitigation, preparedness, response and recovery processes, including:

- Risk assessment.
- Risk threat analysis.
- Business impact analysis.
- Plan development.
- Business continuity planning.
- Disaster recovery planning.
- Health and safety planning.
- Real-world response.
- Crisis management.
- Emergency response.
- Testing and validation.

Business continuity

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 (business unit functions, financial or legal impacts and recovery time objectives).

Using risk assessment information, we develop business continuity plans to maintain or restore operations after an interruption (loss of critical services, building access or resources). Key points covered include:

ADP's disaster recovery plans also provide a thorough, organized approach to maintaining or restoring critical systems to help reduce the chance of additional issues. Our disaster recovery protocols allow us to:

- Provide prompt, appropriate response to an unplanned incident and reduce 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.

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.

Strategic Advisory Services and Professional Services

To effectively manage human capital, organizations need to consider workforce dynamics, current trends, internal processes, technology and best practices. With an average of 20 years of HCM experience, ADP's Strategic Advisory Services experts can provide our clients a thorough understanding of these dynamics across all areas of HR, talent management, benefits administration, workforce management and compliance — including updates for new legislation — so you can apply this knowledge to your HCM strategy. This complimentary offering is available to help our clients maximize the ADP relationship and can address:

Compliance and regulatory affairs. Thought leadership and insights regarding compliance requirements and regulatory matters.
HR strategy and business analytics. Strategy and trends across all aspects of human capital management.
Talent strategy. Guidance responding to internal and external factors affecting your workforce.
Workforce strategy. Planning and guidance to help manage labor shortages and changing demographics.
Global payroll, time and service delivery. Technology and service delivery strategies to mitigate risk, reduce costs and gain efficiencies.
Change management and communications. Expert advisors to help develop customized change and communications strategies.

In addition to sharing key insights and best practices, we work with your clients to:

- Leverage established ADP expertise:
  - Determine if your current HCM processes support your business objectives while allowing flexibility to meet future needs.
  - Research and analyze organizational processes and procedures.
  - Review your data for trend analysis and workforce planning.
  - Align disparate HCM practices to create a global, holistic strategy.
- Expand the conversation:
  - Strategize about M&A activity, divestitures, global expansion, rapid organic growth, workforce issues, change management or communications objectives.
  - Dig into industry trends regarding regulatory uncertainty and complicated business issues.
  - Align your talent management and business strategies.
  - Help you navigate current workforce management regulations.
- Execute on actionable recommendations:
  - Partner with ADP Professional Services for client-side resources.
  - Develop strategies for employee communications and change management.

As an optional service, ADP Professional Services are offered as a complement to Strategic Advisory Services. This team offers advanced expertise, tools and strategies to help our clients solve their biggest challenges and transform their organizations.

ADP Professional Services offers unique services not available from most HCM vendors —access to advanced tools, industry expertise and resources to help meet your biggest challenges. Working closely with Strategic Advisory Services, our Professional Services team can seamlessly bridge the gap between insights, recommendations and action.

Our Professional Services team can help you seamlessly optimize your processes, manage change, understand where to deploy HR analytics and solve real business challenges. Clients can depend on ADP to support you through implementation and beyond. We help you align processes to suit your needs, and we deliver the client-side support needed to accelerate results:

Process optimization. Helping clients evaluate HCM processes, including recommended enhancements and resources to drive your business forward.

Project management and support. Providing resources to manage client-side implementation, migrations, acquisitions, etc. that serve as an extension of your team.

Change management and communications. Partner with experts to develop and deploy communications and change-management programs, including customized content.

Confidential & Proprietary

All information in this document is valid for 90 days from the date this proposal is issued. Upon receipt of a written request from ADP, your organization agrees to return all ADP documents and materials within three (3) working days.

Product specifications are subject to change without notice.

Nothing herein shall constitute any representation by ADP of any affiliation between ADP and any company whose marks, products, or icons are referred to or displayed herein.

Presented To

Region 4 Education Service Center

Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions – Exhibit A Response for National Cooperative Contract

June 19, 2025

Presented By

Joe Moyer
Vice President, Vertical Solutions
(847) 727-0930
joe.moyer@adp.com

Exhibit F
Federal Funds Certifications

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

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.

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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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. § 200.327, 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.

APPENDIX II TO 2 CFR PART 200

(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 Ari Marie Hauer Initials of Authorized Representative of offeror

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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 Ari Marie Hauer 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 Ari Marie Hauer 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 Ari Mari Hame ______ 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 Ari Mari Hame ______ 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 Ari Mari Hame ______ 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)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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 Ari Mari Hame ______ 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 ___Ari Marie Hauer___ 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ___Ari Marie Hauer___ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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 Ari Marie Hauer ______ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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 Ari Marie Hauer ______ 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. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)

Docusign Envelope ID: 2CEC4306-D053-4EA6-A868-FEA3E8833584

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: X

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: X

Does offeror agree? YES April Marie Hamlen Initials of Authorized Representative of offeror

Offeror's Name: ADP, Inc.
Address, City, State, and Zip Code: 5800 Windward Parkway, Alpharetta, GA 30005
Phone Number: 770-360-2000
Fax Number: ______

Printed Name and Title of Authorized Representative: April Hamlen, Director, Strategic Alliances
Email Address: april.hamlen@adp.com
Signature of Authorized Representative: April Marie Hamlen
Date: June 19, 2025

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 - American Recovery and Reinvestment Act-Buy American statute for additional details).*

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 April Marie Hamlen 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 April Marie Hamlen Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES April Marie Hamlen ____ 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 Parkway, Alpharetta, GA 30005

Phone Number: 770-360-2000 Fax Number: ____

Printed Name and Title of Authorized Representative: April Hamlen, Director, Strategic Alliances

Email Address: april.hamlen@adp.com

Signature of Authorized Representative: April Marie Hamlen ____ Date: June 19, 2025

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING 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 and 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), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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 Socioeconomic 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. CONTRACT REMEDIES
Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability
This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

(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 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.

(7) 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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). 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.

b. Applicability. The Davis-Bacon Act 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, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.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.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

c. 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.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event ofany violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of
$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.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).

b. Applicability. This requirement applies to "*funding agreements*," but it 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."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) 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.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts 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).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

9. DEBARMENT AND SUSPENSION

a. Standard. 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).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. 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 2 C.F.R. § 200.213. 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. See 2 C.F.R. § 180.530.

ii. 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 subrecipients.

iii. 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. Suggested Language. 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's 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 section 1352, title 31, U.S. Code. 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, ADP, Inc., 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

April Marie Hamlen

Signature of Contractor's Authorized Official

April Hamlen, Director, Strategic Alliances

Name and Title of Contractor's Authorized Official

June 19, 2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. 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. Suggested Language.

i. 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–

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

i. The Contractor agrees to provide Participating Public Agency, 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.

ii. 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.

iii. 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.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. 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.

b. Applicability. 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.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities 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.

c. "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. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities 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.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity 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.

c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.

c. "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."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Offeror's Name: ADP, Inc.

Address, City, State, and Zip Code:
5800 Windward Parkway, Alpharetta, GA 30005

Phone Number: 770-360-2000 Fax Number: ______________________________

Printed Name and Title of Authorized Representative:
April Hamlen; Director, Strategic Alliances

Email Address: april.hamlen@adp.com

Signature of Authorized Representative: April Marie Hamlen

Date: 06/19/2025

Cover Letter

June 19, 2025

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092
RE: Solicitation Number RFP 25-09
Human Capital Management Systems and Business Management Solutions

We appreciate the opportunity to respond to Region 4 Education Service Center's (ESC) Solicitation Number RFP 25-09/ Human Capital Management Systems and Business Management 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 Region 4, the OMNIA members currently leveraging our contract and future participating agencies that take advantage of our contract.

With ADP, OMNIA Partners members will achieve a unified approach to managing the full spectrum of hire-to-retire functions. Our feature-rich Software as a Service (SaaS) platform brings OMNIA Partners members an innovative, insightful resource and includes our proven best practices and flexible technology that is wrapped in our unparalleled service model.

As your members have experienced throughout our 18 years of awarded partnership, by uniting HR, payroll, benefits, talent and time capabilities within a single, integrated offering, OMNIA Partners members consolidate 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 members to make well-informed workforce decisions that help put your members' specific HR strategies into action.

Our solutions:

- **Reduce** the total cost of ownership by eliminating integration management, software maintenance and infrastructure support.
- **Improve** employee satisfaction and retention through easy access to HR data and processes – anytime, anywhere, on any device.
- **Deliver** unmatched workforce analytics, as well as Market Insights, to help OMNIA Partners members make effective organizational decisions.
- **Enable** real-time reporting across all divisions.

Elevate HR to take a more strategic role in the organization by automating key HCM processes and offloading other administrative responsibilities to ADP.

Remove any technology-based restrictions to organizational growth.

Improve the ability to meet compliance requirements and mitigate risk.

Simplify HR processing through an innovate user interface, flexible workflow, and role-based access.

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.

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,

Joe Moyer
Vice President, Vertical Solutions
847-727-0930
joe.moyer@adp.com

3.0 SUPPLIER RESPONSE

As part of the attributes in Ion Wave, Offeror's are to supply the following information, in order for the Principal Procurement Agency to determine the Offeror's ability 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.

  a. ADP was founded in 1949 by Henry Taub in Paterson, New Jersey, as Automatic Payrolls, Inc. The first ADP office processed payroll manually with a bookkeeping machine, addressograph equipment, calculators and comptometers. With the introduction of punch-card machines, 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 a leading global technology company providing human capital management (HCM) solutions and business process outsourcing (BPO) to more than 1.1 million clients in more than 140 countries.

B. Total number and location of salespersons employed by Supplier.

  a. It is ADP's policy not to provide this level of detail about our employees. We provide services in more than 140 countries and have salespeople worldwide.

C. Number and location of support centers (if applicable) and location of corporate office.

  a. ADP's corporate office is located in Roseland, New Jersey. ADP has client service centers located in La Palma, California; San Dimas, California; El Paso, Texas; Maitland, Florida; Tempe, Arizona; Parsippany, New Jersey; Roseland, New Jersey; Salt Lake City, Utah; Elk Grove, Illinois; Louisville, Kentucky; Augusta, Georgia; Alpharetta, Georgia; Hyderabad, India; Pune, India; Chennai, India; and Manila, Philippines.

D. Annual sales for the three previous fiscal years.

  a. Total annual revenue for the last three years is: FY 2024: $19.2 billion. FY 2023: $18 billion. FY 2022: $16.5 billion. More information can be found at: https://investors.adp.com/financials/annual-reports/default.aspx

  a. Submit Dunn & Bradstreet report.

    a. Please see attached information in #13 – Dunn & Bradstreet report on the Response Attachments page.

E. Describe any green or environmental initiatives or policies.

  a. Environmental stewardship is essential to both our corporate social responsibility program and our business strategy. We are committed to investigating new environment and climate-related opportunities that will better serve our business, clients and communities around the world. We believe that creating sustainable products and streamlining our operations reduces our environmental impact and drives efficiency, innovation and ultimately, long-term value-creation.

Our efforts focus on:

- Energy and greenhouse gas management.
- Waste management.
- Green initiatives:
- LEED certifications.
- Renewable energy.
- Eco-friendly office supplies.
- Water safety.
- Efficiency upgrades in our data centers.

Please see our website for additional information regarding these initiatives: https://sustainability.adp.com/environment.

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.

a. Through our supplier diversity program, we actively and routinely seek qualified minority-, women-, veteran-, disabled- and LGBTQ+-owned businesses, as well, as small, disadvantaged business and small business enterprises, that can join our supplier network and provide competitive, quality commodities and services.

We have dedicated resources, policies and procedures in support of our supplier diversity mission:

ADP's strategic sourcing and procurement process ensures the inclusion of diverse suppliers.

ADP communicates the value of supplier diversity to all stakeholders (internal and external).

ADP leverages our supplier diversity results to meet our clients' supplier diversity requirements. Our program encompasses Tier 1 and Tier 2 reporting.

Additional information about ADP's supplier diversity program can be found here: https://www.adp.com/about-adp/corporate-social-responsibility/supplier-diversity.aspx

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 – **No**
b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) – **No**
c. Historically Underutilized Business (HUB) – **No**
d. Historically Underutilized Business Zone Enterprise (HUBZone) – **No**
e. Other recognized diversity certificate holder – **No**

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. – **N/A**

I. Describe how supplier differentiates itself from its competitors.

a. ADP provides an innovative combination of technology and service designed specifically for mid-sized companies. With ADP payroll services as the foundation, our unified, flexible human capital management (HCM) solution can help you work smarter and propel your business forward. It is designed to adapt to your evolving needs and supports a mobile, "always-on" workforce. We can also help you reduce your administrative tasks and show you how to use your workforce data to drive better business decisions.
ADP's HCM solutions allow our clients to benefit from:
   - Smart, scalable and secure solutions designed to support your changing business needs.
   - Configurable systems designed to real support business processes
   - Proven HR and technology best practices.
   - Process automation that enhances productivity and efficiencies
   - On-demand architecture that supports dynamic business models.
   - Lower IT costs and total cost of ownership.
   - World-class service and support.

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

a. In the normal course of business, Automatic Data Processing, Inc. and its subsidiaries (ADP) are subject to various claims and litigation. For a discussion of material governmental or regulatory actions, if any, please refer to our public filings with the U.S. Securities and Exchange Commission, including the notes to our financial statements, which filings are available on our corporate website (https://investors.adp.com/financial-information/sec-filings/default.aspx). While the outcome of any litigation is inherently unpredictable, unless otherwise stated in our public filings, ADP does not believe the ultimate resolution of these matters will have a materially adverse impact on our financial condition, results of operations, cash flow or ability to provide services to our clients.

K. Felony Conviction Notice:

a. ADP Is a publicly held corporation – this is not applicable.

L. Describe any debarment or suspension actions taken against supplier

a. **N/A**

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.

a. Please see attached information in Products and Pricing - #4 on the Response Attachments page and in Value Added Services - #8 on the Response Attachments page.

These documents provide details about different products offered by ADP, including ADP Workforce Manager, Compliance Solutions, Lyric HCM, Workforce Now Comprehensive Services, Workforce Now HCM, and many others.

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.

a. ADP's solutions are delivered as SAAS over the internet. ADP has clients in all 50 states, US 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.

a. Client will have a final copy of agreement with agreed upon pricing. Client will receive invoicing to confirm billing is per agreed upon rates.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

a. There are no other companies that will be involved.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

a. N/A

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

   a. Everything can be published on the website.

B. 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.

   a. ADP has been and will continue to position our OMNIA contract as the preferred and primary vehicle to procure ADP's solutions. Our Public Sector sales team has been trained to discuss our OMNIA contract and the benefits of leveraging the contract on the very first meeting with every Agency we engage, and we continue to reinforce this throughout the sales process.

      Days 1–10: Executive Leadership Endorsement
      - Formal Announcement to sales to share continuation of partnership & official contract award details of the Master Agreement.
        - Public Sector VP/Strategic alliance director to issue internal announcement of the Master Agreement.
        - Host an all-hands virtual meeting with leadership to articulate strategic significance, best practices on leveraging the master agreement & expected outcomes.
        - Outline roles, timelines, and value proposition to ADP on the Master Agreement.

      Days 11–30: National Sales Enablement Launch
      - Training Sessions:
        - Host region-based virtual training sessions, led jointly by Supplier's sales leaders & alliance director and OMNIA Partners & their partner development rep.
        - Include content on contract benefits, competitive differentiators, and how to position the master agreement.
      - Resource Deployment(Omnia Partners connect, joint collateral & sales resource)

      Days 31–60: Sales Adoption Acceleration
      - Continue region based -Training Sessions
      - Proactive alignment between ADP Sales & Omnia Partners Sales Resources, to create joint strategies and account mapping

      Days 61–90: Full Adoption & Field Accountability
      - Continue leveraging existing strategies used today along with strategies from days 11-60
      - Roll out potential sales incentives for deals closed under the master agreement.

- Host cadence calls with regional managers to share wins and pipeline strategies using the agreement.

C. 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:

a. ADP has been and will continue to position our OMNIA contract as the preferred and primary vehicle to procure ADP's solutions. Our Public Sector sales team has been trained to discuss our OMNIA contract and the benefits of leveraging the contract on the very first meeting with every Agency we engage, and we continue to reinforce this throughout the sales process. For our existing Public Agency, customers we begin to discuss renewal 12 months in advance of their current ADP Master Services contract expiration, and we position our OMNIA contract as the preferred method of renewing and extending their ADP services.

Days 1–30: Launch Marketing Foundation

- Co-Branded Press Release:
  - Draft and publish release with OMNIA Partners in national and regional public-sector trade publications (e.g., Government Procurement, American City & County).
- Website Update:
  - Refresh our existing ADP dedicated OMNIA Partners webpage, including:
    - https://www.adp.com/resources/articles-and-insights/articles/o/omnia-partners-resources-for-the-public-sector.aspx
    - Original RFP and full Master Agreement PDF
    - Link to our Omnia Microsite
    - Link to OMNIA registration page
    - Dedicated toll-free number and email
    - Updated ADP & Omnia Partners Collateral
- Email Blasts:
  - Announce contract to existing public sector customers and prospects via segmented campaign.

Days 31–60: Marketing Materials & Trade Event Integration

- Marketing Collateral:
  - Update existing one-pagers, brochures, and vertical-specific flyers featuring OMNIA and Supplier branding, include updated Contract # & effective dates.
- Trade Show Planning:
  - Register for industry specific events where ADP can have a presence
- Event Promotion Support:
  - Collaborate with OMNIA on social campaigns and pre-event outreach industry specific events as applicable to ADP

Days 61–90: Advertising, Promotion & Long-Term Enablement

- Ongoing Campaign Development:
  - Plan case studies, thought leadership webinars, and testimonials from agencies onboarded through the agreement.

Long-Term Commitments (Beyond 90 Days)

- Regular cadence calls between dedicated ADP Strategic Alliance director & Omnia Partner Development Director.
- On-going sales alignments between ADP & Omnia Partners
- On-going training for ADP sales on the Master agreement
- On-going training on ADP's suite of solutions available via the master agreement for Omnia Partners
- Annual Event Participation:
  - Attend and sponsor OMNIA-aligned events as appropriate for ADP
  - Maintain co-marketing alignment through ongoing cadence with our Omnia Partner Development Rep & Marketing contact
- Contract Lifecycle Marketing:
  - Regularly refresh homepage, materials, and success stories.

D. 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.

a. ADP agrees to work with the Public Agencies' customers to transition them to the Master Agreement as it is requested, through our necessary legal channels.

Today ADP does not hold any additional cooperative contracts within the public sector outside of Omnia Partners.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

a. Yes

F. 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.

a. Yes

G. Confirm Supplier will train its national sales force on the Master Agreement.

a. Yes – ADP will train our national sales force on the Master Agreement.

H. 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

a. April Hamlen, Director of Strategic Alliances, april.hamlen@adp.com, 267-421-2827

I. 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.

a. ADP's national sales force is structured based on the agency's employee count, as well as geographically. The highest executive in charge of the sales team is David Foskett, President, Global Sales.

J. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

a. As an existing supplier we will continue to leverage our existing channels to implement, grow and service the national program. Through a dedicated Alliance Director, we ensure our sales teams are aware of the Omnia members in their territories and also educate new sales associates on the partnership, the OMNIA contract and the benefits of leveraging the contract at their onboarding. In addition, ADP sales teams are committed to growing and nurturing their existing relationship with the Omnia Partners Teams. In conjunction with our partner development director we will continue to align our sales teams, implementation resources, project management teams & client success teams with the Omnia Partners team to create strategic plans to best educate and service the national program.

K. 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.

a. ADP will continue to work directly with our Omnia Partners development director to align our resources in a strategic manner that best serves the agencies. As an existing supplier we have created a ongoing cadence with our partner development director to create meaningful alignments between teams to help the agencies achieve their human capital management goals.

We will continue to leverage both Omnia & ADP's marketing resources to create and implement collateral, webinars and joint thought leadership to best service those existing and new public agencies.
ADP strives to provide industry leading implementation support. ADP's end-to-end solutions includes a thorough, well-planned approach to implementation for new participating public agencies. The experienced ADP professionals assigned to your project work closely with the agency, 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 an ADP implementation professional, who helps ensure a successful implementation. ADP's project team comprises a relationship manager and implementation team who work with the agency to help ensure a smooth conversion within the agreed-on timelines and milestones. On successful completion of the implementation, the agency is introduced to their experienced client services team who provides quality ongoing support.

L. 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.

a. It is ADP's policy to not disclose specific information about our sales beyond what we report on our annual reports, which can be found here: https://investors.adp.com/financials/annual-reports/default.aspx

We currently have significantly more than 10 Public Agencies leveraging our current OMNIA contract. As current member agencies Region 4 ESC or OMNIA may contact any members utilizing the ADP OMNIA contract without violating our client privacy policies. Details for those clients can be furnished upon request.

M. 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.

a. ADP invoices our clients based on terms and conditions that are mutually agreed to before any product goes live. All ADP services are delivered in a SAAS model.

N. Provide the Contract Sales (as defined in Section 12 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").

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

a. ADP has a strong history with OMNIA Partners, and the Administrative Fee shall be calculated based on the actual Contract Sales, as it has been, throughout our 18 year relationship.

O. 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.

a. Public Agencies are encouraged to utilize the Master Agreement between ADP and OMNIA Partners. Should they decide upon a different approach, ADP will act in good faith in accordance with our OMNIA partnership.

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 statues. 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	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: ADP, Inc.

Organization Address: 5800 Windward Parkway, Alpharetta, GA 30005

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	April Hamlen	Title:	Director, Strategic Alliances
Signature:		Date:	June 19, 2025

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of ________________ ss:

I, April Hamlen (name of affiant) residing in Hatfield Township (name of municipality) in the County of Montgomery and State of Pennsylvania of full age, being duly sworn according to law on my oath depose and say that:

I am Director, Strategic Alliances (title or position) of the firm of ADP, INC (name of firm)

________________ the bidder making this Proposal for the bid entitled 20-09 Addendum 1- Human Capital Management and Business Management Solution (title of bid proposal), and that I executed the said proposal with full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 ESC relies upon the truth of the statements contained in said Proposal (name of contracting unit) and in the statements contained in this affidavit in awarding the contract for the said project.

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.

Subscribed and sworn to

before me this day 17

June, 2025

[signature]
Signature

April Marie Hamlen
(Type or print name of affiant under signature)

[signature]
Notary public of

My Commission expires 11/16/2025

(Seal)

Commonwealth of Pennsylvania - Notary Seal
SAMANTHA L MAILE - Notary Public
Montgomery County
My Commission Expires November 16, 2025
Commission Number 1410974

DOC #3

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

Company Name: ADP, Inc.
Street: 5800 Windward Parkway
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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

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.

June 19, 2025
Date

Ari Marie Hawn
Authorized Signature and Title

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 it 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).

Ani Marie Haun

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-2006 - 15-NOV-2009

AUTOMATIC DATA PROCESSING, INC.
ONE ADP BOULEVARD
ROSELAND NJ 07068

Bradley Abelow
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). 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). 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.

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."

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 Parkway				
City:	Alpharetta	State:	GA	Zip:	30043

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.

April Marie Hamlen	April Hamlen	Director, Strategic Alliances
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)

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 Clerk	Sheriff
{County Executive}	Surrogate	

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

Subscribed and sworn before me this 17 day of June, 2025	(Affiant)
Samantha Maile (Notary Public)	April Hamlen, Director Strategic Alliances (Print name & title of affiant)
My Commission expires: 11/16/2025	(Corporate Seal)

Commonwealth of Pennsylvania - Notary Seal
SAMANTHA L MAILE - Notary Public
Montgomery County
My Commission Expires November 16, 2025
Commission Number 1410974

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions

VENDOR NAME: ADP, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder ____________________
Description of Activities ____________________
____
____
Duration of Engagement ____________________
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

April Marie Hamlen (signature)
Signature

June 19, 2025
Date

April Hamlen, Director, Strategic Alliances
Print Name and Title

DPP Rev. 12.13.2021

DOC #7

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

(X) A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

( ) C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	June 19, 2025 Date
April Hamlen, Director, Strategic Alliances Print Name and Title of Vendor's Authorized Representative	13-3036745 Vendor's FEIN
ADP, Inc. Vendor's Name	770-360-2000 Vendor's Phone Number
5800 Windward Parkway Vendor's Address (Street Address)	Vendor's Fax Number
Alpharetta, GA 30005 Vendor's Address (City/State/Zip Code)	april.hamlen@adp.com Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

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.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ADP, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
133-036-745/000

SEQUENCE NUMBER:
0058789

ADDRESS:
1950 HASSELL RD
HOFFMAN EST IL 60195

ISSUANCE DATE:
08/27/04

EFFECTIVE DATE:
01/15/71

Acting Director

FORM-BRC(08-01)

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

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: April Hamlen Title: Director, Strategic Accounts

Signature: [signature] Date: June 19, 2025

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Solicitation Number RFP 25-09 - Human Capital Management Systems and Business Management Solutions

VENDOR NAME: ADP, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

[X] The Vendor/Bidder has no business operations in Northern Ireland; or

OR

[ ] The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

April Marie Hamlen

Signature

June 19, 2025

Date

April Hamlen, Director, Strategic Accounts

Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Certificate Number:
2025-1322273

Date Filed:
06/10/2025

Date Acknowledged:

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

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)

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.**
25-09 Addendum 1
Human Capital Management Systems and Business Management 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.** [X]

6 **UNSWORN DECLARATION**

My name is April Hamlen, and my date of birth is 04/04/1988.

My address is 1355 Park Ave (street), Hatfield (city), PA (state), 19440 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of PA, on the 10th day of June (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ADP, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO BOX 830272

6 City, state, and ZIP code

Philadelphia, PA 19182-0272

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

_ _ _ – _ _ – _ _ _ _

or

Employer identification number

1 3 – 3 0 3 6 7 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Dave Cunto **Date** 03/15/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 25-09

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

This Addendum No. 1 amends the Request for Proposals (RFP) for Human Capital Management Systems and Business Management Solutions ("**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 Business Management Solutions.

Addendum No. 1 is hereby issued as follows:

CHANGES TO IONWAVE TO INCLUDE THE FOLLOWING TO THE ATTACHMENTS TAB:

1. *OMNIA PARTNERS – EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE*
2. *OMNIA PARTNERS – EXHIBIT H ADVERTISING COMPLIANCE REQUIREMENT*

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 April Hamlen

Signature Ari Maria Ham Date June 19, 2025

Crystal Wallace
Region 4 Education Service Center
Procurement Contracts Liaison

dun & bradstreet

Automatic Data Processing, Inc.

DUNS: 00-191-5172

Quick View Report

Company Information

1 Adp Blvd
Roseland, NJ 07068

This is a **headquarter** location.

Website	www.adp.com
Telephone	(973) 974-5000
Stock Symbol:	ADP
Year Started	1949
Employees	64000

Financial Statement

Date:	12/31/2024
Sales	$19,202,600,000
Net Worth	$5,078,100,000.00
History:	NA
Financial Condition:	NA
Financing:	SECURED
SIC:	7374
Line of Business:	Data processing/preparation

Corporate Family:

This business is a headquarter of the corporate family.

Scores

PAYDEX ®

73 ▼

11 days beyond terms

Based on up to 24 months of trade.
D&B PAYDEX® Key

- High risk of late payment
(average 30 to 120 days beyond terms)
- Medium risk of late payment
(average 30 days or less beyond terms)
- Low risk of late payment
(average prompt to 30+ days sooner)

Credit Limit Recommendation

Risk Category
Low

Conservative Credit Limit
$400k

Aggressive Credit Limit
$900k

docusign

Certificate Of Completion

Envelope Id: 2CEC4306-D053-4EA6-A868-FEA3E8833584		Status: Sent
Subject: Council Legislation - ADP		
Source Envelope:		
Document Pages: 491	Signatures: 5	Envelope Originator:
Certificate Pages: 16	Initials: 0	Procurement Resource Group
AutoNav: Enabled		730 2nd Ave. South 1st Floor
EnvelopeId Stamping: Enabled		Nashville, TN 37219
Time Zone: (UTC-06:00) Central Time (US & Canada)		prg@nashville.gov
		IP Address: 170.190.198.190

Record Tracking

Status: Original 3/5/2026 10:12:22 AM	Holder: Procurement Resource Group prg@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: Docusign

Signer Events	Signature	Timestamp
Ken Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	Ken Hartlage Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/5/2026 10:19:49 AM Viewed: 3/5/2026 10:31:11 AM Signed: 3/5/2026 10:31:46 AM
Electronic Record and Signature Disclosure: Accepted: 3/5/2026 10:31:11 AM ID: 92242dba-335b-4bab-b77b-830d028a85fa		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	Dennis Rowland Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/5/2026 10:31:53 AM Viewed: 3/5/2026 11:59:34 AM Signed: 3/5/2026 11:59:41 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	Jenneen Reed/mjw Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 3/5/2026 11:59:47 AM Viewed: 3/5/2026 2:58:02 PM Signed: 3/5/2026 2:58:42 PM
Electronic Record and Signature Disclosure: Accepted: 3/5/2026 2:58:02 PM ID: 02537ad1-2229-4b3e-8817-1f5bee4e7c74		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None)	Kelli Woodward Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 3/5/2026 2:58:50 PM Viewed: 3/5/2026 3:02:44 PM Signed: 3/5/2026 3:03:31 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/5/2026 3:02:44 PM ID: 781400d1-8432-4eb0-9cbc-0606693a62d3		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 3/5/2026 3:03:38 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/3/2026 9:26:11 AM ID: ac8bc1e5-4a2e-4f7c-a1e1-44e7611cfd9d		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/5/2026 3:02:44 PM ID: 781400d1-8432-4eb0-9cbc-0606693a62d3		
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: 3/3/2026 8:37:23 PM ID: 2d77725b-3407-462f-a353-36001b23b0d8		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/5/2026 10:19:49 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership, overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. 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