



Response to

**Beaufort County School District / SC
RFP / Time Clock System**

Due Wednesday / October 31, 2018 / 11:00 AM EST

Submitted by

Jamie Blundell /Director, Public Sector

jamie.blundell@novatime.com / (516) 592-0885

9680 Haven Ave., Suite #200 / Rancho Cucamonga / California 91790



www.novatime.com

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Cover Page

Please see NOVAtime's completed and signed Cover Page and Addendum 1 on the following pages.



Beaufort County School District

Solicitation Number: 19-004
Date Printed: October 3, 2018
Date Issued: October 3, 2018
Procurement Officer: Sandi Amsler, CPPB
Phone: 843-322-2349
Email: Sandi.Amsler@beaufort.k12.sc.us

Request for Proposal (RFP)

DESCRIPTION: **Time Clock System**
SUBMIT OFFER BY (Opening Date & Time): **October 31, 2018; 11:00 AM EST**
QUESTIONS MUST BE RECEIVED BY: **October 24, 2018**
NUMBER OF COPIES TO BE SUBMITTED: **Seven (7) Original Signed Copies and One (1) Redacted Version on CD**

Offers must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:
Beaufort County School District
Procurement Office
P.O. Drawer 309
Beaufort, SC 29901-0309

PHYSICAL ADDRESS:
Beaufort County School District
Procurement Office
2900 Mink Point Blvd
Beaufort, SC 29902

AWARDS & AMENDMENTS:

Award will be posted at the Physical Address stated above on or after November 28, 2018. The award, this solicitation, and any amendments will be posted at the following web address:
<http://beaufortschools.net>.

You must submit a signed copy of this form with Your Offer. By submitting a proposal or bid, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of ninety (90) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)

ENTITY TYPE:

NOVAtime Technology, Inc.

Corporation

AUTHORIZED SIGNATURE (Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above)

Jamie Blundell

Director, Public Sector

PRINTED NAME

TITLE

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. An offer may be submitted by only one legal entity. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

PAGE TWO
(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for Offeror's home office/ Principal place of business): NOVAtime Technology, Inc. 9680 Haven Ave., Ste. #200 Rancho Cucamonga, CA 91730	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent): NOVAtime Technology, Inc. 9680 Haven Ave., Ste. #200 Rancho Cucamonga, CA 91730
PHONE NUMBER: 516-592-0885	
EMAIL ADDRESS: jamie.blundell@novatime.com	

PAYMENT ADDRESS (Address to which payments will be sent): NOVAtime Technology, Inc. 9680 Haven Ave., Ste. #200 Rancho Cucamonga, CA 91730 <input checked="" type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Home Notice Address (check one only)	ORDER ADDRESS (Address to which all purchase orders will be sent): NOVAtime Technology, Inc. 9680 Haven Ave., Ste. #200 Rancho Cucamonga, CA 91730 <input checked="" type="checkbox"/> Payment Address Same as Home Office Address <input type="checkbox"/> Payment Address Same as Notice Address (check one only)
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ACKNOWLEDGEMENT OF AMENDMENTS:	<u>Amendment Number</u> 1	<u>Amendment Issue Date</u> 10/8/18
Offeror acknowledges receipt of amendments by indicating amendment number and its date of issue.		

MINORITY PARTICIPATION- Are you a Minority Business Enterprise: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please include a copy of your certification.
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Beaufort County School District

Addendum 1

Solicitation Number: 19-004
Date Printed: October 8, 2018
Date Issued: October 8, 2018
Procurement Officer: Sandi Amsler, CPPB
Phone: 843-322-2349
Email: Sandi.Amsler@beaufort.k12.sc.us

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Jamie Blundell

Director, Public Sector

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Cover Letter

NOVAtime Web-Based System

October 31, 2018

Ms. Sandi Amsler
Beaufort County School District
2900 Mink Point Blvd
Beaufort, SC 29902

Dear Ms. Amsler:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

Jamie Blundell

Jamie Blundell
Director, Public Sector
NOVAtime Technology, Inc.

Executive Summary

NOVAtime Web-Based System

October 31, 2018
Ms. Sandi Amsler
Beaufort County School District
2900 Mink Point Blvd
Beaufort, SC 29902

Dear Ms. Amsler:

The following represents an overview of our offering. Please see attached "Functionality, Approach, and Methodology" section for more detail.

Proposed Approach

Upon project approval, both teams would meet for an Installation Planning Session. It is at this meeting where the scope of the project is defined and target dates are agreed upon. This includes a target "go-live" date, installation and training dates. Tasks will be assigned including definition of payroll rules and regulations. These are provided to us via a questionnaire that will be completed by Beaufort County Schools with our assistance.

We will also discuss site installation requirements. At the end of the meeting all attendees will be provided a complete planning document that both teams will use to ensure a timely and successful implementation.

Scope of Work

The Scope of Work reflects a turn-key solution including software licenses to track up to 1500 employees, 100 biometric terminals, installation, training for all managers/supervisors/administrators, and 12 months of annual maintenance.

A bi-directional interface to Tyler Munis has been included with our response. Tyler Munis payroll is one of over 300 applications that NOVAtime has an existing interface with. NOVAtime has experience interfacing with Tyler Munis, in fact the majority of the references we submitted with our response interface NOVAtime with Tyler Munis. As such, the interface between NOVAtime and Tyler Munis has been included, and is 100% guaranteed.

Please note that we provide on-site/web training for the life of the installation.

Recommended Data Collection

Regarding data collection options we have included 100 NT7000 Biometric Terminals to fully eliminate Buddy Punching. The NT7000 is also available as an HID Proximity Terminal if card swipe clocks are desired. The NT7000 is a touch screen terminal with several desirable features, including: a camera that will take a picture of an employee each time the punch in/out, the ability to request time off right from clock, multi-language, wireless compatible, and POE compatible. The NT7000 is our most popular terminal providing employees with self-service features right at the clock. Through the NT7000 employees can:

- View Time Sheet details
- View Schedules
- View Status of accruals.
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Also included with our response is Employee Web Services (PC Entry & Smart Phone). EWS serves as a method for employees to punch in/out at a PC or Smart Phone. In addition to allowing employees to punch in/out from a PC or Smart Phone, EWS is also a self-service module for the employees. EWS allows employees right at a PC or Smart Phone to:

- View Time sheet details
- View Schedules
- View Status of Accruals
- Electronically request time off (request is forwarded to a defined supervisor for approval).
- Change jobs/departments/cost centers, etc.

Training

NOVAtime will provide training for the life of the installation of the NOVAtime Web-Based System. This training will be at the discretion of the customer. It is available on-site, via the web and/or train the trainer.

We expect to train administrators, supervisors and IT staff. For planning purposes, administrator training takes a day. "Refresher" classes are available free of charge as required. Supervisor training usually take two hours. The same policy regarding free refresher courses also applies to supervisors.

Maintenance and Support

We only offer "Gold Support". Maintenance is available through your assigned support team or our toll free customer support center twenty-four hours-a-day; seven days-a-week. **Any phone call received at our toll free support center is guaranteed to be responded to immediately.**

Software is updated with enhancements and fixes semi-annually. Updates are installed remotely upon the approval of the customer. Annual Maintenance includes all software updates, phone support, on-line support, on-site support and time clock replacement.

Any hardware failure is resolved by complete machine replacement. We do not waste time looking to replace parts. Any machine that requires replacement will be replaced no later than the following morning.

All support on the NOVAtime Software will be the responsibility of NOVAtime. We do not outsource any of our support. Support will be available 24-7-365 and will always be from a certified NOVAtime technician, and a direct employee of NOVAtime.

Authorized Representative and Management Team

Jamie Blundell (Director Public Sector) is authorized by the Board of Directors to enter into any and all negotiations with Beaufort County Schools. Your NOVAtime Management team consists of:

- Brian Harris– Vice President Client Services (18 years experience) brian.harris@novatime.com
- Heather Godwin – Project Implementation Manager (16 years experience) heather.godwin@novatime.com
- Scott Frizzel– Sales Engineer (12 years experience) scott.frizzel@novatime.com
- Scott Fuehrer –Sales Engineer (18 years experience) scott.fuehrer@novatime.com
- Kevin Nielsen–Senior Technician (14 years experience) Kevin.Nielsen@NOVAtime.com
- Jamie Blundell – Director Public Sector (9 years experience) jamie.blundell@novatime.com

Thank you again for the opportunity to respond. If you have any questions regarding our responses, please do not hesitate to contact us at (909) 895-8100 or me directly at (516) 592-0885 or jamie.blundell@novatime.com.

Sincerely,

Jamie Blundell

Jamie Blundell
Director Public Sector
NOVAtime Technology Inc.

Offeror Profile

The Offeror must provide a profile of its organization and all other companies who will be providing services through a dealer, distributor or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:

- *Name of firm submitting proposal*

NOVAtime Technology, Inc.

- *Main office address, telephone number, fax number*

9680 Haven Ave., Ste. #200
Rancho Cucamonga, CA 91730

- *Primary contact email address and website address*

Jamie Blundell, Director, Public Sector
jamie.blundell@novatime.com

NOVAtime Technology, Inc.
www.novatime.com

- *If a corporation, when and where incorporated*

NOVAtime was incorporated in California in 1999.

- *List any dba's*

None

- *Number of years in business*

19 years (since 1999)

- *Total number of employees*

Approximately 115

- *State acceptance of Procurement Cards as required in Section 7.1.23.*

NOVAtime acknowledges and accepts this requirement.

Qualifications

a) The Offeror will provide a QUALIFICATION STATEMENT which briefly describes what makes it company uniquely qualified to provide a Time Clock System, including any superior qualities its company possesses that would benefit the District.

NOVAtime was founded in 1999 with a sole focus on Workforce Management / Time & Attendance solutions. This means that all of our research and development is invested into time, attendance, accruals, leave, and scheduling, the areas that you are focusing on when choosing a solution vendor, which is the reason NOVAtime is a leader in this industry.

Moreover, NOVAtime's strategy for success focuses on the continued research and development of new technologies, allowing us to remain on the cutting-edge of Workforce Management technology. Our goal is to provide a well-rounded product that integrates with multiple applications (HRIS, Payroll, Finance, and ERP) so your organization can run efficiently within all departments and locations.

NOVAtime's "Software for Life" business model, designed for government, will eliminate the need for the District to request additional funding for workforce management initiatives. All of NOVAtime's software upgrades, support, and services are inclusive of your annual maintenance agreement with NOVAtime, including the software, installation time for new version on your system, a guaranteed response time from your support representative, and unlimited web-based training.

NOVAtime "Software for Life" Business Model Designed for Government

- Free software upgrades with no charge to implement upgrades;
- Unlimited training for life;
- Technical support with guaranteed response time;
- Flexible delivery and pricing model utilizing licensing and/or SaaS to reduce capital expenditure; and
- Fixed price implementation .

NOVAtime 5000: Key Features and Value-Added Benefits

- Open modular design that easily adapts to organizational changes;
- Customizable, web-based (internet/intranet) system navigator for ease of use by any employee type;
- Time entering via biometric device, card reading device, web browser, mobile device, or telephony;
- Timecards reflect all adjustments in real-time, enabling supervisors to immediately view the effect of an adjustment in real-time and approve timecards quickly; and
- Enables administrators to easily determine historical trends through advanced archiving and reporting features.

b) Organization and Staff Experience: The Offeror will describe its qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience for performing a Time Clock System within the past 24 months, and the size of those public entities served.

NOVAtime has extensive experience, providing services to over 20,000 customers, including many clients of similar size and scope to the District. Additionally, all NOVAtime Project Team members are experienced professionals with extensive knowledge in the industry and a record of providing exceptional customer service. Your organization will be assigned a specific Project Manager and Implementation Consultant who will be dedicated to the District until the implementation of your NOVAtime 5000 system is transitioned over to the ongoing support department.

Please see the **References** section for references of similar size and scope and clients implemented within the past 24 months.

c) Statement of Work Questionnaire - included in Proposal Response Form completed.

Please see the following pages.

4.2 Statement of Work Questionnaire:

3.1.4 DATA COLLECTION

	Requirement	Y	N
1	Data collection terminals should support bar code, magnetic stripe, I proximity readers, and biometric capabilities such as finger scan technology.	Y	
2	Data collection terminals should support on-line and offline modes.	Y	
3	In online mode, transactions should be transmitted from the data co-terminal to the database in real time.	Y	
4	Data should be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions should be available for exception reporting, on premise reporting and pay rule calculation in real time.	Y	
5	Data at the data collection terminal should be secure and stored in non-volatile memory in off-line mode to prevent data loss in case of power failure.	Y	
6	The solution should accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.	Y	
7	The solution should provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.	Y	
8	The solution should restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.	Y	
9	The solution should allow for employees to record entries at multiple locations in the district.	Y	
10	The solution should provide for supervisor override of punch restrictions 10 at the data collection terminal and online.	Y	
11	System should support the assignment of employees to particular data collection terminals, and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction should be assigned by employee or employee group.	Y	
12	Employee transfers to different accounts, departments, jobs, or work rules should be validated for that employee at the point of entry.	Y	

13	Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual -balances should be available online.	Y	
14	Employee requests for time off at the data collection terminal should be validated against their real-time balances at the point of entry.	Y	
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.	Y	
16	Data collection terminals should be configurable to provide only services and functions that may be unique to the workforce at the terminal location.	Y	
17	Employee self-service capabilities should be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.	Y	
18	The solution should provide support for a system administrator to control functional access by employees. Employees should only be presented with those functions to which they have access, according to their role and needs.	Y	
19	The solution should provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.	Y	
20	The system should provide for real time alerts to timekeeping exceptions, such as approaching overtime.	Y	

Describe completely how your solution addresses, and satisfies each of the Requirements in Section 3.1.4

3.1.4.1 Data collection terminals should support bar code, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.

Yes. NOVAtime offers various time collection methods, including the following:

- Punch/Kiosk time clocks (available with PoE)
 - Biometric kiosk (fingerprint or hand geometry)
 - Number punch
 - Proximity badge
 - Bar code scan
 - Badge / ID card swipe
- PC workstation with web browser
- Telephone IVR System
- Mobile access
 - Portable punch/kiosk time clock
 - Wireless PDA
 - Smartphone (iPhone, Android, Windows)
 - Tablet (iPad, Android, Windows)

3.1.4.2 Data collection terminals should support on-line and offline modes.

Yes. NOVAtime data collection terminals support operation in online and offline modes. When offline, NOVAtime data collection devices can store up to 50,000 transactions. As soon as network connection is reestablished, these transactions will be automatically pushed to the database.

3.1.4.3 In online mode, transactions should be transmitted from the data terminal to the database in real time.

Yes. Data collection terminals utilize push technology to operate in real-time, providing the District with the most up-to-date and accurate information available.

3.1.4.4 Data should be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss. Transactions should be available for exception reporting, on premise reporting and pay rule calculation in real time.

Yes. Data collection terminals are capable of storing up to 50,000 transactions in cases where the local network is not functioning. In instances of power failure, the device has a backup battery to continue functioning for 2+ hours. Memory storage is non-volatile and is not dependent on battery backup, so the District does not need to worry about data loss.

As the data collection devices push punch data to the database in real-time, the exceptions, on premise reporting, pay rule calculations, etc. also operate in real-time, enabling the District to make workforce management decisions with the most up-to-date and accurate information available.

3.1.4.5 Data at the data collection terminal should be secure and stored in non-volatile memory in off-line mode to prevent data loss in case of power failure.

Yes. Memory storage is non-volatile and is not dependent on battery backup.

3.1.4.6 The solution should accommodate recorded entry rounding to the nearest tenth hour, quarter hour, or actual time for start and stop as well as meals and breaks.

Yes. NOVAtime 5000 provides shift time rounding, using scheduled start/end times as rounding points. The system can support in/out punch rounding (early/late), meal rounding, and daily/weekly hours rounding rules. Any increment of time can be configured with no limitations (minute-to-minute, tenth, quarter, etc.), including no rounding.

3.1.4.7 The solution should provide for the prevention of overlapping or redundant recorded entry of beginning and end time entries.

Yes. NOVAtime 5000 prevents overlapping punches from occurring. The system features punch validation that prevents overlap of punch records. Additionally, restrictions can be implemented, such as preventing multiple punches within a set amount of time.

3.1.4.8 The solution should restrict recorded entry (punching) at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.

Yes. NOVAtime 5000 can be configured to lock out employees based upon their designated shift start/end times.

3.1.4.9 The solution should allow for employees to record entries at multiple locations in the district.

Yes. NOVAtime 5000 enables employees to be enrolled on one time clock, which will initialize him or her throughout the system, or the employee can be restricted to enrollment and use at a specified clock(s). Employees can be set up punch in/out from multiple locations as needed.

3.1.4.10 The solution should provide for supervisor override of punch restrictions at the data collection terminal and online.

Yes. NOVAtime data collection terminals support the ability for supervisors to override punch restrictions at the terminal and online for individual employees or groups of employees. Punch restrictions include early punch in, minimum meal and break, device restrictions and more.

3.1.4.11 System should support the assignment of employees to particular data collection terminals, and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building). This restriction should be assigned by employee or employee group.

Yes. NOVAtime 5000 enables employees to be enrolled on one time clock, which will initialize him or her throughout the system, or the employee can be restricted to enrollment and use at a specified clock(s). This configuration can be assigned by employee or employee group.

3.1.4.12 Employee transfers to different accounts, departments, jobs, or work rules should be validated for that employee at the point of entry.

Yes. NOVAtime 5000 enables transfers to be validated at the point of entry, ensuring that employees only transfer into the group values (accounts, departments, etc.) that apply to them.

3.1.4.13 Employee self-service transactions, such as approving timecard, time off request, review schedule, review recorded entries, and review accrual -balances should be available online.

Yes. NOVAtime 5000 provides full self-service capabilities for employees, including the ability to view and submit/approve timesheets, view accrual balances (including earning and usage history), submit leave requests, and review schedules.

3.1.4.14 Employee requests for time off at the data collection terminal should be validated against their real-time balances at the point of entry.

Yes. Requests for time off at the data collection terminal will be validated against the employee's accrual balances.

3.1.4.15 To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.

Yes. NOVAtime is able to restrict employee self-service restrictions by terminal. The ability to restrict the functionality by time of day is on the road map scheduled for release in Q2 2019.

3.1.4.16 Data collection terminals should be configurable to provide only services and functions that may be unique to the workforce at the terminal location.

Yes. Data collection terminals are centrally configured through the NOVAtime 5000 application. Each terminal can be configured with different function keys to provide only services and functions unique to the workforce at the terminal location.

3.1.4.17 Employee self-service capabilities should be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.

Yes. NOVAtime 5000 employee self-service capabilities are available via a PC with web browser, data collection terminal, and native mobile app for iOS, Android, and Windows smartphones and tablets. NOVAtime supports Internet Explorer/Edge, Google Chrome, Mozilla Firefox, and Safari web browsers.

3.1.4.18 The solution should provide support for a system administrator to control functional access by employees. Employees should only be presented with those functions to which they have access, according to their role and needs.

Yes. NOVAtime 5000 features role-based security access groups that supervisors and employees can be assigned to by the system administrator through Administrator Web Services (AWS). Access groups contain security rules that define which modules, pages, and other system features and functionality can be accessed and utilized by a particular group of system users or employees. This can restrict or permit the viewing and editing of certain pages in the system, as well as the type of access that is provided to the users, such as read-and-write or read-only access. NOVAtime 5000 supports separate user interface and screen layouts for each user group, and every component of the solution can be granted or disabled, based on the employees' roles. The system includes 3 default user groups—Employee Access, Supervisor Access, and Administrator Access—but administrators can configure security levels and settings based on the District's needs, including security at the individual user level.

3.1.4.19 The solution should provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.

Yes. NOVAtime 5000 provides real-time data collection and rules processing so the District will have access to pertinent information, such as exceptions (tardy, no-shows), overtime, and an in/out board, to make timely workforce-related decisions.

3.1.4.20 The system should provide for real time alerts to timekeeping exceptions, such as approaching overtime.

Yes. NOVAtime 5000's notification engine provides real-time notifications informing the appropriate personnel of exceptions, such as approaching overtime, absences, etc. and reminders of tasks that need completing, such as timesheet approvals and leave requests requiring attention.

3.1.5 PAY POLICY ENFORCEMENT AND TIME EVALUATION:

	Requirements	Y	N
1	Pay rules should be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.	Y	
2	The system should provide for the configuration of an unlimited number of pay rules.	Y	
3	The solution should provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	Y	
4	The solution should provide the ability to define pay rules at the employee, or group level.	Y	
5	The solution should provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.	Y	
6	The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).	Y	

7	The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).	Y	
8	The solution should provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based).	Y	
9	The solution should provide the ability to calculate Shift Differential automatically based on the time of day an employee works.	Y	
10	The solution should support configurable pay periods for weekly, bi-weekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes should be seamlessly supported in a single database.	Y	
11	The solution should include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.	Y	
12	The solution should manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) should be automatically enforced.	Y	
13	The solution should provide the ability to enter both hours and amounts for pay codes.	Y	
14	The system should provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.	Y	
15	The system should provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.	Y	
16	The system should allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.	Y	
17	The system should provide the ability to adjust or correct time entries paid in previous pay periods.	Y	
18	The system should support different pay rules for each job or department.	Y	
19	The system should allow for the configuration of an employee's probationary period and different leave availability based on probationary status.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.5

3.1.5.1 Pay rules should be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.

Pay rules are parameter driven and easy to setup, change, and track, without the need for special programming or other technical skills. The system designed to be easy to use by any user level. Rules Setup is used to configure various rules that affect how employee time is calculated:

- Shift rules: including scheduled start/end, meals, breaks, and premium parameters
- Policy rules: pay-period definitions, overtime, punch-rounding rules, etc.
- Holiday rules: paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked
- Accrual rules: vacation and paid sick benefit hours
- Pay matrix rules: allows for complex shift differential and premium rules
- Point system rules: automation of attendance policies

3.1.5.2 The system should provide for the configuration of an unlimited number of pay rules.

Yes. NOVAtime 5000 supports an unlimited number of pay rules and their configurations.

3.1.5.3 The solution should provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.

Yes. NOVAtime 5000 enables user-defined rules to be updated and changes reflected immediately for time entry and processing.

3.1.5.4 The solution should provide the ability to define pay rules at the employee, or group level.

Yes. NOVAtime 5000 enables pay rules to be defined at the employee or group level. The system tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules, and codes can be defined by job, department, cost center, and even a specific employee.

3.1.5.5 The solution should provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.

Yes. NOVAtime 5000 enables activity/job/group transfers to be validated at the point of entry, ensuring that employees only transfer into the group values (accounts, departments, etc.) that apply to them.

The system also provides the configuration of rates associated along with each job. NOVAtime 5000 features a Job Rate page that is used to maintain pay rate information for individual employees, allowing multiple pay rates to be associated with a single employee. The supervisor may enter in each job, via a job code, that the employee may be responsible for (these are the job codes that the employee may select when performing a job transfer at the clock). Each job is then assigned a rate level that contains the pay rate. The supervisor can either select an option that applies one rate level to all jobs for that employee, or specify the rate for every job.

3.1.5.6 The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).

Yes. NOVAtime 5000 enables real-time management of overtime and has the ability to perform multiple complex overtime calculations based on rules built into the system, including daily, weekly, day-of-week, consecutive day, and weekend overtime categories. Overtime calculations take into account the start and stop times, scheduled hours, and type of duty performed.

The system also supports complex shift differential and premium rules.

To apply the appropriate overtime, differential, and premium rules to employees' schedule hours, NOVAtime 5000 includes an Automated Time Distribution feature that allows employees' daily hours to be automatically distributed to selected labor groups and pay codes based on fixed hour amounts, based on percentages, or fixed amounts with percentage-based distribution of any remaining time to other selected groups and pay codes. The NOVAtime 5000 Automated Time Distribution feature makes it significantly easier to manage labor hours and charge back or project billing based on predefined rules.

- Fixed amount distribution: A company can configure the system such that, for all employees in the shipping department, the first two hours of work are automatically transferred to Customer A, the next two hours to Customer B, and the remaining hours to Customer C.
- Percentage distribution: A company can configure the system such that, for all employees in the shipping department, 20% of the work hours are automatically transferred to Customer A, 30% to Customer B, and 50% to Customer C.
- Fixed amount combined with a percentage distribution for any remaining hours: A company can configure the system such that, for all employees in the shipping department, the first two hours of work are transferred to Customer A, the next two hours to Customer B, and 30% of the remaining hours to Customer C, while the other 70% of the remaining hours are transferred to Customer D.

3.1.5.7 The solution should provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).

Yes. NOVAtime 5000 enables real-time management of overtime and has the ability to perform multiple complex overtime calculations based on rules built into the system, including daily, weekly, day-of-week, consecutive day, and weekend overtime categories. Overtime calculations take into account the start and stop times, scheduled hours, and type of duty performed.

The system also supports complex shift differential and premium rules.

3.1.5.8 The solution should provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based).

Yes. With NOVAtime 5000's flexible, parameter-based rules engine an unlimited number of premium rules can be created including the ability to automatically calculate premiums scheduled vs. worked hours and many other criteria.

3.1.5.9 The solution should provide the ability to calculate Shift Differential automatically based on the time of day an employee works.

Yes. NOVAtime's shift differential rules support this requirement.

3.1.5.10 The solution should support configurable pay periods for weekly, bi-weekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes should be seamlessly supported in a single database.

Yes. NOVAtime 5000 includes configurable pay periods for weekly, bi-weekly, semi-monthly, and monthly periods, and also supports special user-defined pay periods that enable pre-pay based on pay period and payroll process requirements. These multiple pay periods can all be supported in a single database.

3.1.5.11 The solution should include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid.

Yes. NOVAtime 5000 supports configurable pay periods by shift for meals and breaks in accordance to state and federal law, whether paid or non-paid, and a penalty if not taken.

3.1.5.12 The solution should manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) should be automatically enforced.

Yes. NOVAtime 5000's rules engine supports holiday pay and special rules for hours worked on a holiday (such as time and a half). Other holiday rules include amount of paid hours, scheduled day before/after qualifiers, and proration of hours based on historical hours worked.

3.1.5.13 The solution should provide the ability to enter both hours and amounts for pay codes.

Yes. NOVAtime 5000 enables both hours and amount to be entered for pay codes.

3.1.5.14 The system should provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.

Yes. NOVAtime 5000 enables real-time management of overtime and has the ability to perform multiple complex overtime calculations based on rules built into the system, including daily, weekly, day-of-week, consecutive day, and weekend overtime categories. Overtime calculations take into account the start and stop times, scheduled hours, and type of duty performed.

3.1.5.15 The system should provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.

Yes. NOVAtime provides a Retro Pay module within the core solution that enables supervisors, timekeepers, and administrators to modify prior timesheets that may have already been processed. The Retro Pay module ensures integrity of the prior timesheet while allowing modification of leave time, work hours, re-allocation of hours, etc., and applies any resultant calculations such as overtime impacts, updating leave balances, etc. The Retro Pay module can be turned on or off based on access group, department, etc. to allow usage based on specific need.

3.1.5.16 The system should allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time.

Yes. NOVAtime 5000 supports the ability for managers to adjust previous pay period data until a predetermined cut-off time.

3.1.5.17 The system should provide the ability to adjust or correct time entries paid in previous pay periods.

Yes. NOVAtime provides a Retro Pay module within the core solution that enables supervisors, timekeepers, and administrators to modify prior timesheets that may have already been processed. The Retro Pay module ensures integrity of the prior timesheet while allowing modification of leave time, work hours, re-allocation of hours, etc., and applies any resultant calculations such as overtime impacts, updating leave balances, etc. The Retro Pay module can be turned on or off based on access group, department, etc. to allow usage based on specific need.

3.1.5.18 The system should support different pay rules for each job or department.

Yes. Pay rules are parameter driven and easy to setup, change, and track. NOVAtime 5000 tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules, and codes can be defined by job, department, cost center, and even a specific employee.

Rules Setup is used to configure various rules that affect how employee time is calculated:

- Shift rules: including scheduled start/end, meals, breaks, and premium parameters
- Policy rules: pay-period definitions, overtime, punch-rounding rules, etc.
- Holiday rules: paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked
- Accrual rules: vacation and paid sick benefit hours
- Pay matrix rules: allows for complex shift differential and premium rules
- Point system rules: automation of attendance policies

3.1.5.19 The system should allow for the configuration of an employee's probationary period and different leave availability based on probationary status.

Yes. NOVAtime 5000 supports the setup of employee probationary periods and different leave availability based on probationary status (for example, accrue but prevent the use of leave within the first 90 days).

3.1.6 FAMILY MEDICAL LEAVE ACT:

	Requirement	Y	N
1	The system must be able to determine an employee's FMLA eligibility.	Y	
2	The system must track FMLA used and FMLA available.	Y	
3	The system must be able to coordinate time off for FMLA with other types of time off so that employees can receive paid leave if needed for eligible FMLA events, or not receive paid leave as determined by employer-defined parameters.	Y	
4	The system should send notification to the employee about FMLA requirements.	Y	
5	The system must support all of the definitions of yearly calculations allowed by the Department of Labor.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.6

3.1.6.1 The system must be able to determine an employee's FMLA eligibility.

Yes. NOVAtime 5000 allows FMLA to be set up and tracked as a leave code. The system is capable of tracking the hours an employee has worked towards the 1250-hour requirement for FMLA eligibility and sends a notification when a request exceeds 480 hours.

3.1.6.2 The system must track FMLA used and FMLA available.

Yes. NOVAtime 5000 tracks all FMLA used and FMLA available.

3.1.6.3 The system must be able to coordinate time off for FMLA with other types of time off so that employees can receive paid leave if needed for eligible FMLA events, or not receive paid leave as determined by employer-defined parameters.

Yes. NOVAtime 5000 supports the ability for FMLA to be taken in conjunction with other types of leave, whether paid or unpaid, as determined by the District's parameters.

3.1.6.4 The system should send notification to the employee about FMLA requirements.

Yes. NOVAtime 5000's FMLA module enables email notifications to be sent that can include information on FMLA requirements, instructional documents, and forms that require completion.

3.1.6.5 The system must support all of the definitions of yearly calculations allowed by the Department of Labor.

Yes. NOVAtime 5000's FMLA module supports all definitions of yearly calculations allowed by the Department of Labor.

3.1.7 APPROVALS:

	Requirement	Y	N
1	The system should provide the ability for employees to approve their timesheets. This approval should be available within employee self-service and the data collection terminals.	Y	
2	System should allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.	Y	
3	The system should provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	Y	
4	The system should provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.	Y	
5	The system should provide ability to define a set of comments used to annotate manual changes and other edits of employee records.	Y	
6	Comments should be part of exception reporting capability within the solution.	Y	
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.	Y	
8	The system should provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).	Y	
9	The system should provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.	Y	
10	The system should provide an electronic signature for employees to approve their timesheets.	Y	

11	The system should provide an electronic signature for managers to approve time cards for payroll processing.	Y	
12	The system should provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.7

3.1.7.1 The system should provide the ability for employees to approve their timesheets. This approval should be available within employee self-service and the data collection terminals.

Yes. NOVAtime 5000 provides full self-service capabilities for employees, including the ability to view and submit/approve their timesheets. This capability is available via Employee Web Services and the data collection terminal.

3.1.7.2 System should allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.

Yes. NOVAtime 5000 supports a user-defined prompt when employees submit their timesheets, asking the employee to attest to their timesheet contents.

3.1.7.3 The system should provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).

Yes. NOVAtime 5000 enables managers/supervisors to view their employee timesheets at both a summary and detailed level.

3.1.7.4 The system should provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.

Yes. NOVAtime 5000 includes full features for managers/supervisors, including the ability to view/edit employee timesheets, view accrual balances, view leave calendars, and approve/reject timesheets and leave requests.

3.1.7.5 The system should provide ability to define a set of comments used to annotate manual changes and other edits of employee records.

Yes. NOVAtime 5000 provides the ability to define a set of reason codes used to annotate manual changes and other edits of employee records. In addition the system supports freeform comments for more detailed or unique documentation of manual changes.

3.1.7.6 Comments should be part of exception reporting capability within the solution.

Yes. Comments are included in the exception reports within the system.

3.1.7.7 Free form notes can be attached to any comment to provide more detail associated with the manual change.

Yes. NOVAtime 5000 includes a notes field for comments to be added to timesheet records as needed.

Moreover, the system features an audit trail that tracks all data transactions. It details and stores edits of employee time, attendance, and schedule information. Granted access and functionality of the system is also tracked through the audit log for future reporting as needed and audit reports will be accessible to District administrators. The audit trail maintains the following information:

- Identification of the user (who);
- Before and after data (what);
- Originating location (IP address) of the user (where);
- Timestamp of the edit (when); and
- Reason code or note to justify the edit (why).

3.1.7.8 The system should provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).

Yes. Employees can review any edits to their timesheets and indicate that they approve or reject the changes. Workflow within NOVAtime 5000 allow employees and managers to be notified of such approvals and rejections via email and on dashboards and timesheets.

3.1.7.9 The system should provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.

Yes. NOVAtime 5000 enables managers to submit/approve modified time cards without the employee's acknowledgement.

3.1.7.10 The system should provide an electronic signature for employees to approve their timesheets.

Yes. NOVAtime 5000's audit trail tracks the timesheet approval workflow, including employee submission/approval of their timesheets. This audit trail information can be reported on within the system.

3.1.7.11 The system should provide an electronic signature for managers to approve time cards for payroll processing.

Yes. NOVAtime 5000's audit trail tracks the timesheet approval workflow, including the manager's approval of employee timesheets. This audit trail information can be reported on within the system.

3.1.7.12 The system should provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.

Yes. NOVAtime 5000 enables Payroll Administrators to lock pay periods to prevent further timecard edits by supervisors or employees.

3.1.8 TIME CARD EDITS:

	Requirement	Y	N
1	The system should provide the ability to adjust or correct time entries captured in the current period, but not yet paid.	Y	
2	The system should provide the ability to easily navigate from the error report to the time card to make edits.	Y	

3	The system should provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.	Y	
4	The system should provide a report that details prior period adjustments and corrections.	Y	
5	Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.	Y	
6	Recalculate all totals immediately after a value is changed.	Y	
7	All historical employee time and attendance information, including any adjustments, should be available online for audit or review purposes.	Y	
8	Allow historical time attendance edits by the payroll administrators.	Y	
9	Allow manager to make edits that impact a large group of employees.	Y	
10	Support pay or leave incentives based on user-defined conditions.	Y	
11	Support floating holidays and multiple work calendars.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.8

3.1.8.1 The system should provide the ability to adjust or correct time entries captured in the current period, but not yet paid.

Yes. NOVAtime 5000 enables corrections and adjustments to be made to timesheets for the current and prior pay periods. The system allows an unlimited amount of edits to the current pay period, and the edited data is distinctly marked on the timesheet for reference. Additionally, an audit log maintains records of all changes, including the user who made the change, the “before and after” data, the time of the edit, and the location from which the edit was made.

3.1.8.2 The system should provide the ability to easily navigate from the error report to the time card to make edits.

Yes. NOVAtime 5000 includes a dashboard provides supervisors with common tools, such as exception summary, pending leave requests, and timesheet approval status, all presented in an up-to-date, easy-to-read format. The dashboard creates a space from which supervisors can have access to all employee information from one screen, while also displaying categories that contain pages to access different types of information.

The dashboard contains an Exception Summary gadget from which supervisors can easily click through to the timesheet to make edits.

3.1.8.3 The system should provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.

Yes. NOVAtime 5000 system features an Auto-Pay/Auto Assign feature that is used to configure automatic timesheet hours for employees that do not punch IN/OUT. This is generally used for salary exempt employees, such that they are automatically paid for a specific number of hours each day, without being required to input time entries. Salary exempt employees can simply utilize the system to access their Employee Web Services profiles and perform functions such as submitting leave requests or viewing/updating personal profile information. However, NOVAtime 5000 also provides an option that allows a supervisor to designate specific days, such as weekends, in which exempt employees are not provided guaranteed work hours, and they may punch IN and OUT to incur pay based on the actual number of hours worked.

NOVAtime 5000 supports the automatic posting of holiday hours as well.

Regarding labor distribution, NOVAtime 5000 includes an Automated Time Distribution feature that allows employees' daily hours to be automatically distributed to selected labor groups and pay codes based on fixed hour amounts, based on percentages, or fixed amounts with percentage-based distribution of any remaining time to other selected groups and pay codes. The NOVAtime 5000 Automated Time Distribution feature makes it significantly easier to manage labor hours and charge back or project billing based on predefined rules.

- Fixed amount distribution: A company can configure the system such that, for all employees in the shipping department, the first two hours of work are automatically transferred to Customer A, the next two hours to Customer B, and the remaining hours to Customer C.
- Percentage distribution: A company can configure the system such that, for all employees in the shipping department, 20% of the work hours are automatically transferred to Customer A, 30% to Customer B, and 50% to Customer C.
- Fixed amount combined with a percentage distribution for any remaining hours: A company can configure the system such that, for all employees in the shipping department, the first two hours of work are transferred to Customer A, the next two hours to Customer B, and 30% of the remaining hours to Customer C, while the other 70% of the remaining hours are transferred to Customer D.

All of these above automatic/default entries can be overridden as necessary by users with the appropriate access.

3.1.8.4 The system should provide a report that details prior period adjustments and corrections.

Yes. NOVAtime 5000 features an audit trail that tracks all data transactions. It details and stores edits of employee time, attendance, and schedule information. Granted access and functionality of the system is also tracked through the audit log for future reporting as needed and audit reports will be accessible to District administrators. The audit trail maintains the following information:

- Identification of the user (who);
- Before and after data (what);
- Originating location (IP address) of the user (where);
- Timestamp of the edit (when);
- Reason code or note to justify the edit (why).

NOVAtime 5000 includes an internal report generator that comes with over 100 report templates defined by business need and can be configured to the District's specific needs. NOVAtime's powerful report generator allows system users to select report output (PDF, Excel, Rich text, HTML, or CSV file), apply various filters, select report column selection/order (content), and utilize dynamic report sorting. Reports can be published or used by all system users, selected system users, or just the report publisher. Reports can also be automatically e-mailed to selected system users and an external report writing tool can be used in cases of direct database access. Report sections include:

- | | | |
|---------------------------|----------------------|----------------|
| • Time and Attendance | • Schedule | • Payroll |
| • Pay Matrix Distribution | • Expense | • Point System |
| • Management | • Accrual | • Access |
| • Human Resources | • System Audit Trail | |
| • Labor Costing | • Configuration | |

3.1.8.5 Allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.

Yes. NOVAtime 5000 supports this capability. Only users with the appropriate access will be allowed access to process retro pay adjustments, if necessary.

3.1.8.6 Recalculate all totals immediately after a value is changed.

Yes. NOVAtime 5000 recalculates all totals immediately after a value is changed.

3.1.8.7 All historical employee time and attendance information, including any adjustments, should be available online for audit or review purposes.

Yes. NOVAtime 5000 sends data to a central time and attendance database that has infinite storage capability. Historical data will be stored in the database for as long as the District is a NOVAtime client, and archived records will be held for a minimum of 3 years if services are cancelled. With NOVAtime's Archive Module, which is included as a part of the scope of work, an unlimited number of years of historical reporting will be enabled for the District.

3.1.8.8 Allow historical time attendance edits by the payroll administrators.

Yes. NOVAtime provides a Retro Pay module within the core solution that enables supervisors, timekeepers, and administrators to modify prior timesheets that may have already been processed. The Retro Pay module ensures integrity of the prior timesheet while allowing modification of leave time, work hours, re-allocation of hours, etc., and applies any resultant calculations such as overtime impacts, updating leave balances, etc. The Retro Pay module can be turned on or off based on access group, department, etc. to allow usage based on specific need.

3.1.8.9 Allow manager to make edits that impact a large group of employees.

Yes. NOVAtime 5000 enables managers to make edits to individual or groups of employees.

3.1.8.10 Support pay or leave incentives based on user-defined conditions.

Yes. NOVAtime 5000 supports an unlimited number of pay or leave incentive policies each of which can be based on user-defined conditions.

3.1.8.11 Support floating holidays and multiple work calendars.

Yes. NOVAtime 5000 supports the configuration of floating holidays and multiple work calendars.

3.1.9 INTERACTIVE VIEWS AND NAVIGATION:

	Requirement	Y	N
1	The system should provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.	Y	
2	The system should provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.	Y	

3	The system should provide the ability for the user to configure the interactive views with user-defined columns.	Y	
4	The system should provide flexible sort capability within the interactive views.	Y	
5	The system should provide the ability to multi-select employees within the interactive view and perform group edits.	Y	
6	The system should provide the ability to configure interactive views for manager and assign a default view based on manager role.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.9

3.1.9.1 The system should provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.

Yes. NOVAtime 5000 enables real-time management of attendance, leave policies, and overtime. The system is workflow enabled and can send notifications to managers via e-mail or through the use of the customizable dashboard. The dashboard provides supervisors with common tools, such as the in/out status of employees, pending leave requests, and timesheet approval status, all presented in an up-to-date, easy-to-read format. The dashboard creates a space from which supervisors can have access to all employee information from one screen, while also displaying categories that contain pages to access different types of information. Supervisors can click through the gadgets to navigate to the appropriate timesheets, leave requests, etc.

3.1.9.2 The system should provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.

Yes. In addition to the dashboard, where supervisors can view summary level information such as exception summary, timesheet statuses, and leave statuses, the system provides different interactive views for supervisors to manage employee time and information. Via the Timesheets page, supervisors can view, edit, and approve employee timesheets; via the Scheduler, supervisors can view and adjust their employee's schedules. The Requests page enables supervisors to view summary data of employee leave requests, view a leave calendar, view accrual balances, and approve or rejection employee leave requests.

3.1.9.3 The system should provide the ability for the user to configure the interactive views with user-defined columns.

Yes. NOVAtime 5000 enables users to configure the interactive views with user-defined columns. The dashboard enables gadgets to be renamed, added, removed, and rearranged. The Timesheets page enables the addition, removal, and order of timesheet columns.

3.1.9.4 The system should provide flexible sort capability within the interactive views.

Yes. NOVAtime 5000's interactive views provide flexible filtering and sorting capabilities, such as viewing only the timesheets the supervisor wishes to see (by timesheet status, exceptions, etc.), and sorting employees by name (A-Z or Z-A) and by employee ID (lowest to highest or highest to lowest).

3.1.9.5 The system should provide the ability to multi-select employees within the interactive view and perform group edits.

Yes. NOVAtime 5000 provides the ability to perform group edits on employee information.

3.1.9.6 The system should provide the ability to configure interactive views for manager and assign a default view based on manager role.

Yes. NOVAtime 5000 provides the ability to configure default views based on manager role. NOVAtime 5000 features role-based security access groups that supervisors and employees can be assigned to by the system administrator through Administrator Web Services (AWS). Access groups contain security rules that define which modules, pages, and other system features and functionality can be accessed and utilized by a particular group of system users or employees. This can restrict or permit the viewing and editing of certain pages in the system, as well as the type of access that is provided to the users, such as read-and-write or read-only access. NOVAtime 5000 supports separate user interface and screen layouts for each user group, and every component of the solution can be granted or disabled, based on the employees' roles. The system includes 3 default user groups—Employee Access, Supervisor Access, and Administrator Access—but administrators can configure security levels and settings based on the District's needs, including security at the individual user level.

3.1.10 SCHEDULING:

	Requirement	Y	N
1	The system should have the ability to schedule employees with variable work schedules down to the quarter hour.	Y	
2	The system should allow employees to see schedules online or at building terminals.	Y	
3	The system should allow for the scheduling of employees for specific activities or projects.	Y	
4	The system should send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.	Y	
5	The system should allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.	Y	
6	The system should be able to assign work locations as well as work schedules that may be variable and change frequently.	Y	
7	The system should permit employees to request time off and provide a vehicle to notify employees of time off decisions.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.10

3.1.10.1 The system should have the ability to schedule employees with variable work schedules down to the quarter hour.

Yes. NOVAtime 5000 enables employees to be scheduled to variable work schedules down to the quarter hour. Employee schedules can be defined down to the minute.

3.1.10.2 The system should allow employees to see schedules online or at building terminals.

Yes. Employee can view their schedules via Employee Web Services (EWS) or via the data collection terminals.

3.1.10.3 The system should allow for the scheduling of employees for specific activities or projects.

Yes. NOVAtime 5000 supports the scheduling of employees for specific activities or projects. The system tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules, and codes can be defined by job, project, department, cost center, and even a specific employee.

3.1.10.4 The system should send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.

Schedule change email notifications are supported and can be configured to notify employees in the event of a schedule change. Employees can then login to the system via computer and/or mobile devices to view the changes.

3.1.10.5. The system should allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.

Yes. NOVAtime 5000 provides the ability for managers and administrators to add or change an entire work group's schedule via Supervisor Web Services (SWS) or Administrator Web Services (AWS). These changes take effect and are reflected in real time.

3.1.10.6 The system should be able to assign work locations as well as work schedules that may be variable and change frequently.

Yes. NOVAtime 5000 supports the scheduling of employees to variable work locations in addition to start/end times.

NOVAtime 5000 supports unlimited definition of shift schedules, assignments, patterns, and rotations. The system includes base scheduling that is designed to enable the creation and management of permanent and temporary employee schedules. This gives supervisors the ability to create a distinct point of reference for employee information, while providing the system with the expected starting and stopping times for various work shifts. Supervisors can define schedules with varying lengths and assign multiple or no schedules to employees. The system allows shift schedule patterns to be automatically repeated or rolled forward to future weeks. The system's shift management feature allows for rotations to be defined indefinitely, and its scheduler allows a selection of week(s) to be copied out to another selection of week(s).

3.1.10.7 The system should permit employees to request time off and provide a vehicle to notify employees of time off decisions.

Yes. NOVAtime 5000 automates time-off requests, approvals, and tracking. The system enables employees to generate their own leave requests online by accessing EWS. The employee simply selects the day(s) of the request and inputs the leave type/hours into the desired days. A note can be added that will be included in the message that is automatically sent to the employee's supervisor when the request is submitted. Once the request is attended to by the supervisor, the system will send an internal message and an email to the employee, informing the employee of the supervisor's decision. Approved requests are then posted to the employee's schedule and timesheet to be processed to payroll.

3.1.11 MISCELLANEOUS AND REPORTING:

	Requirement	Y	N
1	The system should support changes in government regulations which occur over time.	Y	
2	The system should be compatible with Microsoft Outlook and common web browsers.	Y	
3	The system should provide email notifications when time cards are due, need review, or are approved. The system should send reminders if time card tasks are not performed in a timely manner.	Y	
4	The system should track absences, tardies, or leaves for review by managers.	Y	

5	The system should include an Analytics Module to show Employee Workforce trends (Absences, Perfect Attendance, etc.) metrics and connection to Improving Student Test Scores. The system should be able to produce reports on attendance, absences, tardies, or leaves by employee group, pay code, or work location. Reports should be able to be exported in multiple formats such as Word, Excel, or PDF. The system should provide a bank of popular or saved searches.	Y	
6	The system should allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).	Y	
7	The system should allow searches on multiple criteria such as type of leave, task code, work group, location, or FML.	Y	
8	The system should allow the importation of data from external sources.	Y	
9	The system should be able to support employees working in multiple jobs or departments during the course of a pay cycle.	Y	
10	The system should provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.	Y	
11	The system should be able to produce exceptions reports, work comp reports, FML reports, overtime reports, and unpaid leave reports. Reports should be able to be exported into multiple formats and separated by date range, employee work group, location pay code, or status.	Y	
12	The system should provide a test environment prior to "going live."	Y	
13	The system should be able to support single sign-on capabilities and interface with the district's password and username scheme via LDAP/LDAPS.	Y	
14	The system should allow system administrators the ability to override system policies.	Y	
15	The system should support basic word processing features such as spell check, word-wrap, copy, cut, and paste.	Y	
16	The system should provide an On-Premise Report to show list of all employees in case of emergency, weather event, etc.	Y	
17	The system must support both wired and wireless network connectivity. Wired connections must support a minimum of 100Mbps.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.11

3.1.11.1 The system should support changes in government regulations which occur over time.

NOVAtime 5000 is a flexible solution and can adapt to changing local, state, and federal laws, without custom code. The system is parameter driven, so rules and regulations are easy to set up, change, and track.

3.1.11.2 The system should be compatible with Microsoft Outlook and common web browsers

NOVAtime 5000 supports Microsoft Edge/Internet Explorer, Google Chrome, Mozilla Firefox, and Safari Web browsers and supports is compatible with Microsoft Outlook.

3.1.11.3 The system should provide email notifications when time cards are due, need review, or are approved. The system should send reminders if time card tasks are not performed in a timely manner.

Yes. NOVAtime 5000's notification engine provides email notifications when timesheets are due, submitted, in need of review/approval, or are approved. The system can be configured to send out regular notifications until these tasks are completed.

3.1.11.4 The system should track absences, tardies, or leaves for review by managers.

Yes. NOVAtime 5000 tracks a wide variety of exceptions, including absences, tardies, early in, early out, late out, short/long/no meal, missed punch, unauthorized overtime, and more.

Regarding leave, NOVAtime 5000 allows for a virtually unlimited number of leave events and their configurations. The system tracks these leave events, such as sick leave, vacation, military leave, FMLA leave, personal time off, etc. Time used for each event is identified via a timesheet pay code entry as appropriate for each event.

3.1.11.5 The system should include an Analytics Module to show Employee Workforce trends (Absences, Perfect Attendance, etc.) metrics and connection to Improving Student Test Scores. The system should be able to produce reports on attendance, absences, tardies, or leaves by employee group, pay code, or work location. Reports should be able to be exported in multiple formats such as Word, Excel, or PDF. The system should provide a bank of popular or saved searches.

NOVAtime 5000 features an Attendance Point System to effectively manage employee attendance policies and track patterns to help enforce an organization's attendance policies. An Attendance Point System is normally used to track and measure employee attendance performance; it allows a customer to assign point values to exceptions important to the customer's needs, such as employees arriving late, leaving early, or missing work altogether. These points are used to build rules and threshold levels that accurately track the employees' trends with regard to following company policies. Once a threshold is reached, the system can automatically generate pre-configured HR documents for supervisors to review with their employees. Rewarding employees for perfect attendance and following established attendance guidelines can also be accomplished and monitored automatically using the Point System.

Additionally, the system includes an internal report generator that comes with over 100 report templates defined by business need and can be configured to the District's specific needs. NOVAtime's powerful report generator allows system users to select report output (PDF, Excel, Rich text, HTML, or CSV file), apply various filters, select report column selection/order (content), and utilize dynamic report sorting. Reports can be published or used by all system users, selected system users, or just the report publisher. Reports can also be automatically e-mailed to selected system users and an external report writing tool can be used in cases of direct database access. Report sections include:

- | | | |
|---------------------------|----------------------|----------------|
| • Time and Attendance | • Schedule | • Payroll |
| • Pay Matrix Distribution | • Expense | • Point System |
| • Management | • Accrual | • Access |
| • Human Resources | • System Audit Trail | |
| • Labor Costing | • Configuration | |

3.1.11.6 The system should allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).

Yes. NOVAtime 5000 tracks up to 20 labor levels, with an unlimited amount of values in each level, and also tracks an unlimited amount of transfers between the labor levels. NOVAtime 5000 also offers unlimited tracking of job and work assignments and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module has an unlimited amount of codes that can be assigned to employee hours or pay rules. Codes can be defined by Job, Department, Cost Center, and even the specific employee.

3.1.11.7 The system should allow searches on multiple criteria such as type of leave, task code, work group, location, or FML.

Yes. NOVAtime 5000 provides the ability to search/filter by type of leave, task code, work group, location, or FML, exceptions, unsubmitted/unapproved timesheets and many more.

3.1.11.8 The system should allow the importation of data from external sources.

NOVAtime 5000 is capable of importing employee data via:

1) Flat file (CSV, XLS), with the option to schedule a job to pick up the same employee file from an SFTP site periodically for new hires and updates.

2) NOVAtime Enterprise Web Service (NEWS) web service call to import employee data.

3.1.11.9 The system should be able to support employees working in multiple jobs or departments during the course of a pay cycle.

Yes. NOVAtime 5000 supports employees working in multiple jobs or departments during the course of a pay cycle. The system tracks up to 20 labor levels, with an unlimited amount of values in each level.

3.1.11.10 The system should provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.

NOVAtime 5000 is capable of importing employee data via:

1) Flat file (CSV, XLS), with the option to schedule a job to pick up the same employee file from an SFTP site periodically for new hires and updates.

2) NOVAtime Enterprise Web Service (NEWS) web service call to import employee data. NEWS is a secured middleware service that provides the interface platform between NOVAtime 5000 and third party applications. Since NOVAtime 5000 is a completely Microsoft-based .NET framework, the system is capable of interfacing with any MS product. In fact, with our built-in mapping and interface builder, NOVAtime 5000 can integrate with virtually any system.

When used for HR/payroll/ERP integration, NEWS allows the import and export of data into multiple systems. The platform uses standardized XML/SOAP formats through bi-directional synchronization, eliminating the need for redundant/duplicate data entry and creating a seamless interface that operates in real time—as employees are added or updated in one application, they are automatically added or updated within the NOVAtime system.

3.1.11.11 The system should be able to produce exceptions reports, work comp reports, FML reports, overtime reports, and unpaid leave reports. Reports should be able to be exported into multiple formats and separated by date range, employee work group, location pay code, or status.

NOVAtime 5000 includes an internal report generator that comes with over 100 report templates defined by business need and can be configured to the District's specific needs. NOVAtime's powerful report generator allows system users to select report output (PDF, Excel, Rich text, HTML, or CSV file), apply various filters, select report column selection/order (content), and utilize dynamic report sorting. Reports can be published or used by all system users, selected system users, or just the report publisher. Reports can also be automatically e-mailed to selected system users and an external report writing tool can be used in cases of direct database access. Report sections include:

- Time and Attendance
- Pay Matrix Distribution
- Management
- Human Resources
- Labor Costing
- Schedule
- Expense
- Accrual
- System Audit Trail
- Configuration
- Payroll
- Point System
- Access

3.1.11.12 The system should provide a test environment prior to "going live."

Yes. NOVAtime is able to provide a test environment prior to going live.

3.1.11.13 The system should be able to support single sign-on capabilities and interface with the district's password and username scheme via LDAP/LDAPS.

Yes. NOVAtime supports the LDAP feature, which will allow authentication of users against the District's domain (Active Directory) level security for accessing the NOVAtime 5000 solution. Use of this feature simplifies the password and user management for employees, supervisors, and administrators. If a user is disabled in the domain, access of the NOVAtime system will not be allowed. NOVAtime is capable of acquiring staff data, including name, employee ID, job category code, supervisor code, and job number, utilizing the interface bridge designed to link NOVAtime 5000 to the District's existing systems.

3.1.11.14 The system should allow system administrators the ability to override system policies.

Yes. NOVAtime 5000 enables system administrators to override system policies as needed.

3.1.11.15 The system should support basic word processing features such as spell check, word-wrap, copy, cut, and paste.

Yes. NOVAtime 5000 supports basic word processing features such as cut, copy, and paste. Because the system utilizes a web browser, the browser's native spell checker can be utilized and in areas where more detail is required, such as FMLA case management, word wrap and much more is supported.

3.1.11.16 The system should provide an On-Premise Report to show list of all employees in case of emergency, weather event, etc.

Yes. NOVAtime 5000 includes an In/Out Status report that displays the last punch time, attendance status, and reason code for each employee. It also includes a total head count of employees that are in, out, or on a timesheet pay code absence.

Additionally, the system provides an in/out board that displays the in/out status of employees in a graphical view.

3.1.11.17 The system must support both wired and wireless network connectivity. Wired connections must support a minimum of 100Mbps.

Yes. NOVAtime 5000 is a web-based system so all that is required is a PC with a web browser and internet connectivity—internet connectivity can be supplied via wired connection or wireless.

The time clock terminals also support both Ethernet and Wi-Fi, including Power over Ethernet.

3.1.12 PROFESSIONAL SERVICES:

	Requirement	Y	N
1	The selected vendor shall provide project management services to ensure the project is completed in a professional manner, software installation is installed on time and on schedule, and data conversion is completed, accurate, and installed on time and on schedule.	Y	
2	The selected vendor should provide consulting services that include but are not limited to data conversion planning, system interface design, new system design, and new system testing, and new system development.	Y	
3	The vendor shall offer and include with its response, an annual support agreement with details on the scope of the support provided.	Y	
4	The vendor shall provide details on the frequency and method of upgrades, patches, or new releases to the software.	Y	
5	The vendor shall provide professional training for the system that includes hands-on practice, training materials, user manuals, webinars, newsletters, user conferences, and online help features. The vendor shall provide information on the training materials and support available for users at multiple levels, with differing levels of experience.	Y	

Describe completely how your solution addresses, and satisfies each of the requirements in Section 3.1.12

3.1.12.1 The selected vendor shall provide project management services to ensure the project is completed in a professional manner, software installation is installed on time and on schedule, and data conversion is completed, accurate, and installed on time and on schedule.

Yes. NOVAtime understands today's demanding business requirements and the need to implement projects with precision and efficiency. Therefore, NOVAtime has created the SurePath Implementation Methodology, a multi-stage plan for implementing the NOVAtime 5000 solution that ensures consistent processes through best practices. Through refined methods, rigorous testing, and thousands of previous implementations, NOVAtime is able to provide a structured framework approach to all projects, ensuring that the District's implementation will be completed accurately, on-time, and within budget.

Please see the **SurePath™ Implementation Methodology** section of this submission for full details on Project Management Policies, Project Guidance and Discovery Analysis Process, Sample Implementation Timeline, Skill Sets & Resource Requirements, and Training Program.

3.1.12.2 The selected vendor should provide consulting services that include but are not limited to data conversion planning, system interface design, new system design, and new system testing, and new system development.

Yes. NOVAtime's project team will provide all consulting services as needed, including data conversion planning, system interface design, new system design, new system testing, and new system development.

3.1.12.3 The vendor shall offer and include with its response, an annual support agreement with details on the scope of the support provided.

Yes. NOVAtime believes that the upkeep of the NOVAtime 5000 system is a top priority and should not be a drain on any client's budget. Therefore, NOVAtime offers unlimited application upgrades, support, and maintenance services at no additional charge, included in the Annual Software Maintenance Agreement.

NOVAtime's commitment to the District includes the following key features and value-added benefits:

- Guaranteed 30-minute response time;
- 24/7 Support
- Unlimited application support by phone or email;
- Unlimited training—web-based or pre-recorded;
- Unlimited pay rules and modifications to pay rules; and
- System updates and upgrades.

Regarding time clock hardware, NOVAtime offers a Gold Annual Maintenance Agreement (AMA). This plan provides replacement equipment that will permanently take the place of a malfunctioning clock. The Gold AMA will ensure that you receive no additional costs for replacement of your hardware, reducing the total cost of ownership. NOVAtime will ship the replacement clock(s) within 24 hours of Support's confirmation of the malfunctioning hardware, and overnight shipping will be at no cost to you. Upon receiving the replacement equipment, the District will simply ship the malfunctioning hardware to NOVAtime headquarters, where the devices will be inspected and repaired. The cost of shipments to NOVAtime, made by the customer, is not covered by the Gold AMA.

*For the Gold AMA plan, hardware repair is provided at no charge, given that the malfunction is inherent within the device. If the malfunction is caused by misuse or physical damage to the clock (such as dropping the device), a repair fee will be applied.

3.1.12.4 The vendor shall provide details on the frequency and method of upgrades, patches, or new releases to the software.

Yes. NOVAtime is committed to ongoing product development to ensure the longevity of the solution within any company. Typically, 2 major releases and 20-40 minor releases are developed each year. All customizations and rule configurations are maintained between version releases, so the District will never be required to retrofit custom settings. Additionally, the NOVAtime product philosophy focuses on integrating all custom functionality into the core product lines as major releases occur. This ensures that all customers maintain a single support/product roadmap and avoid being locked into varying product strategies that demand an increase in support requirements.

For NOVAtime 5000 SaaS, system updates are applied to the hosted database on a regular basis and will be automatically available, without requiring any labor or effort of the District's IT department. Most updates are accomplished via "live update," meaning clients still have access to the system, without experiencing downtime. There is a scheduled system maintenance/update that occurs on the first Saturday of each month, lasting only a few hours, during which clients will not have access to the system. However, employees may continue to punch in and out from their clocks during this update, and once the system is available, punches will be automatically updated to the system.

3.1.12.5 The vendor shall provide professional training for the system that includes hands-on practice, training materials, user manuals, webinars, newsletters, user conferences, and online help features. The vendor shall provide information on the training materials and support available for users at multiple levels, with differing levels of experience.

Yes. NOVAtime understands that training provides the foundation for successful implementations and, therefore, training is leveraged heavily throughout the framework of the SurePath™ Implementation Methodology. An initial training plan template will be created during the implementation to identify user groups versus functional needs, as well as a plan for providing ongoing education services. During complex implementations, training activities typically run parallel with other task groups and stages throughout the life of the project. Current regular courses include the following. Custom training sessions may be set up if necessary.

- **Introduction to the Solution:** The introductory sessions allow various departments and lines of business to become familiar with functionality, IT requirements, and ongoing support. This training course supports up to 25 end-users or administrators. These sessions are scheduled based on departmental functions (e.g. IT, payroll, etc.) and are intended to provide the framework necessary to begin working with the NOVAtime project team, without “ramp-up” time for key project members.
- **Train the Trainer:** Train the Trainer sessions usually take place across 2 days, focusing on specific functional areas for a group of users. The course is limited to 2-25 users per session, in order to maintain an ideal class size. The methodology behind the “Train the Trainer” sessions aims to create graduates with the ability to act as a resource for their own department, training new users that come on post-implementation and also helping to re-train existing users.
- **Web Training:** These sessions are usually scheduled throughout the deployment as refresher courses. They are most often utilized near payroll parallel and testing timelines to cover tasks that are not generally completed on a daily basis, e.g. compiling payroll for processing. These sessions typically last 1-2 hours in length and participation may be limited to 25 users for ease of use in the virtual environment.
- **Technical Training:** This annual session is held for all technical personnel who are primary users of the system. The training will provide details covering updates in the structure of the software and interface language, as well as external software and hardware updates, ensuring that users are up to date on the most current technology offered by NOVAtime. During these annual sessions NOVAtime will discuss any system changes that have occurred and changes that will be taking place in the near future, if applicable. Mini-sessions may occur during the year, via webinars, as necessary.

Additionally, NOVAtime provides a full range of documentation, including system manuals, quick reference guides, installation procedures, and a complete online help system that is context-sensitive and searchable.

Once the implementation is complete, the District’s staff will be directed to the NOVAtime Support Department, which will provide ongoing support and education for your organization’s use. Following implementation, NOVAtime’s business model allows NOVAtime to provide unlimited online and remote training for as long as the District is a NOVAtime client. This is especially helpful if personnel changes occur, or if the District begins to use new features and functionality in your system. In the meantime, NOVAtime’s “Train the Trainer” approach creates a network of knowledgeable individuals within your organization able to help other employees with day-to-day tasks and functionality of the system.

NOVAtime also offers monthly and quarterly newsletters to our clients as well, company announcements and news, legal trends, industry news, thought leadership articles, press releases, tips and tricks, updates to our system, reminders on our upcoming webinars, and more.

Furthermore, NOVAtime hosts an annual users conference which allows for our clients to meet with the NOVAtime management and development staff. We will take into account customer input and suggestions to help guide future development of our time and attendance solution. This Annual Users Conference is also an opportunity for customers to meet with NOVAtime management and discuss overall customer satisfaction.

4.3 Number of installation and maintenance personnel in local service center:

NOVAtime’s installation and maintenance/support personnel are centrally located in Rancho Cucamonga, CA, though the majority of our installation team are remote employees. NOVAtime has 23 installation personnel (15 Consultants, 5 Client Success Advocates, and 3 Project Managers) and 12 maintenance/support personnel.

4.4 Number of installation personnel trained on the systems proposed:

As Workforce Management / Time & Attendance is NOVAtime's sole focus, all 23 of our installation personnel are trained on NOVAtime 5000; they are Certified Engineers through NOVAtime University, a training course focused on expertise in implementing and supporting the NOVAtime product line.

4.5 Number of maintenance/support personnel trained on the systems proposed:

As Workforce Management / Time & Attendance is NOVAtime's sole focus, all 12 of NOVAtime's support representatives are trained on NOVAtime 5000; they are Certified Engineers through NOVAtime University, a training course focused on expertise in implementing and supporting the NOVAtime product line.

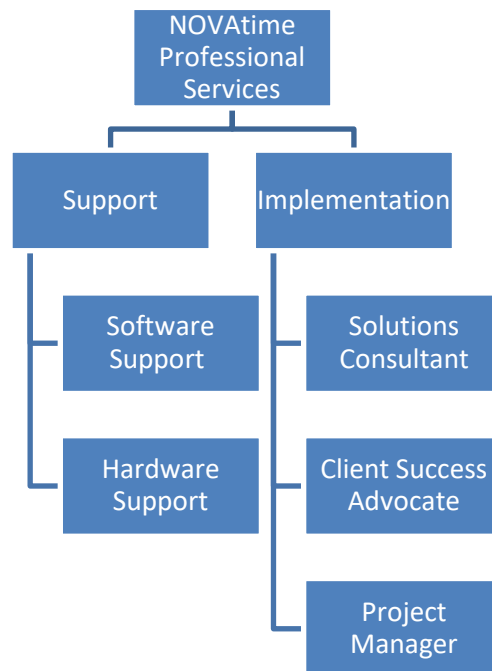
(If the same personnel conduct maintenance, installation and add/moves, fill in only one of the responses above and mark "same" for the subsequent responses.)

N/A

4.6 How large an area does your maintenance/support force cover?

The majority of the focus of the maintenance/support is within the United States. While NOVAtime does have clients outside of the country, 97% of the support is provided to U.S. clients.

4.7 Describe the organization of the department. An attached organization chart will suffice.



4.8 Do you plan to subcontract any portion or all the System installation? If so, who would perform the work? Explain if all or partially subcontracted:

No. NOVAtime develops, implements, and supports our own product, without the use of subcontractors.

4.9 Name, address, and tax ID of Subcontractor and specify the work to be performed:

N/A. NOVAtime will not use subcontractors.

d) Provide a copy of all applicable software license, installation and maintenance/support contracts.

A sample **NOVAtime SaaS Contract** is attached on the following pages. Note that this is just a sample and that terms are negotiable.

NOVAtime SaaS Contract



NOVAtime Purchase Agreement
(Product Purchase; Software License Summary; Scope of Work; Pricing; Terms and Conditions)

Customer Information		Shipping Information	
Company:		Company:	
Address:		Address:	
Contact:		Contact:	
Phone:		Phone:	
Fax:		Fax:	

Sales Representative:		Sales Engineer:	
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Qty	Part#	Description	Unit Price	Amount

- A. Pursuant to the NOVAtime Master SaaS Agreement attached hereto identified as Addendum “A” and made a part hereof by this reference (the “SaaS Agreement”), and per Section V thereof, NTI (as defined in the SaaS Agreement) grants a limited license to Customer (as defined in the SaaS Agreement) and Customer agrees to abide by and is subject to the SaaS Agreement and all applicable Schedules, Addendums, and Exhibits attached thereto or referenced therein, if any, in connection with Customer’s (and Customer Employees’) use of the herein described software (the “Software”); and to acquire the herein associated described hardware and equipment collectively (the “Hardware”) and services as described further herein (the Software and the Hardware are collectively referred to herein as the “Products”).
- B. Customer agrees that the acquisition and/or license(s): (i) of the Products; (ii) support and maintenance for the Products; and (iii) and training in the use and operation of the Products; and (iv) financial obligations, and non-payment of customer obligations concerning the Products are governed by the SaaS Agreement.

Scope of Work

The Scope of Work ("SOW") between **NOVAtime Technology, Inc.** ("NTI") and _____, ("Customer") lists all Products, supplies, services, prices and payments subject to the SaaS Agreement and referenced documents.

NTI will utilize its *SurePath*TM methodology to ensure successful transition from phase to phase. *SurePath*TM will also accommodate the communications, issue and risk management, and all associated change and acceptance orders.

Product and Subscription Term

Product: NOVAtime Software as a Service (_____ Licensing)

Subscription Term:

Effective Date:

Other: Hardware, Software, and Services (listed below)

Phase 1 - Pre-Implementation

System Parameter Discovery

Hardware Configuration and Testing

System Approval

HR Interface Testing/Certification

System Configuration & Testing

System configuration/Operation Review

Remote Pre-Install access by Customer

Payroll Interface Testing/Certification

Web Delivery of _____ NOVAtime Employee Licenses, _____ Administrative Licenses & _____ Supervisor Licenses

_____ NT7000 Clocks will be delivered. (Biometric option selected)

_____ NT7000 Clocks will be delivered. (Biometric option selected, future modem capability)

Phase 2 - Implementation

NOVAtime SaaS Software

- MS SQL Compatible Application
- Employee Scheduling
- Employee History
- Timecard Archiving
- Scheduled E-mail Reports
- Automatic Data Collection Processes
- Payroll / HRIS (Batch) Interface

NT6500 FP Terminals

- **Includes One (1) Year Warranty**

System Delivery

Terminal Installation Assistance

IT Environmental Testing and Certification

Train Administrator

Train the Trainers

System Operations Follow-up

Training Plan Development & Delivery

Software Installation / Environment
Testing

Program Terminals

Train Payroll/HR Departments

Train IT Personnel

Training Follow-up

System signoff

Phase 3 – Post-Implementation

System Operations Group Discussion
Implement Maintenance
Other Schedules

On-Going Training Schedule Deployment
Final System Review
Implement
PIER (Post Implementation Evaluation Report)

Ongoing Software Support During Subscription Period

1. Services Provided by NTI. Provided that Customer has paid the required fees for Software support, NTI agrees to provide the following support services in connection with all Software components of the Products purchased hereunder after the Warranty Period:
 - a. Unlimited telephone support for single point of contact and/or system administrator is provided through our Premium Support option 24 hours a day, 7 days a week.
 - b. On-line support during normal business hours (Customer is required to have Internet Access).
 - c. Support services to the Core NOVAtime System, including the Software Maintenance and Support Program (“Service Agreement”), as set forth in Addendum “B” attached hereto and made a part hereof by this reference, as well as the add-on modules that Customer will be provided (which are the Advanced Scheduling Manager (ASM) module, the Analytics module, and the FMLA/Leave Management module). The NTI services also cover the Customer’s time clocks. This support/service is provided and made available to Customer during the normal business hours.
 - d. Provision to Customer at no additional charge of all Software updates and new versions applicable to the installed modules.
 - e. NTI will provide support and maintenance with respect to Customer’s uptime while processing or engaging the system and reflecting NTI’s performance achievement of the Customer operations in the system pursuant to NTI’s Service Level Agreement as set forth in Addendum “C” attached hereto and made a part hereof by this reference (the “SLA”).
2. Customer Obligations. NTI retains and reserves the right, and Customer agrees to provide to and hereby consents for NTI, direct access upon notification from NTI that such access is necessary, to the NTI database and related applications.

Additionally, Customer agrees to use the SMARThelp online assistance designed to pinpoint where the Customer (or its Employees) is situated within the SaaS system and to guide Customer in navigating the desired avenue or path within the system.

3. Limitation on Support Obligation. NTI’s support obligations are limited, excluded, or otherwise restricted pursuant to Sections V, VI, VII of the SaaS Agreement.
4. Renewal Option. Subject to Customer compliance with and performance under the SaaS Agreement, the NTI Software Support services shall continue and Customer shall pay for such services at the rate and time duration as listed on the Summary for successive one-year periods unless Customer notifies NTI in writing no later than thirty (30) days prior to the termination of the last year of software support (or of each succeeding anniversary date thereafter) that Customer intends to terminate the NTI services.

Pricing Overview

Fixed, One-time Charges:

Software Customization \$ N/A
Implementation fee

Hardware

____, NT7000-FP

____, NT7000

Total: One-time Charges \$

Recurring, Monthly Charges:

NOVAtime 5000 SaaS

____ Employees \$ X.XX pepm (per employee per month)

____ Supervisors Included

____ Administrators Included

\$TBD (first and last month due on 1st payment)

Variable Professional Services TBD (See Table 1)
(Implementation, Training,
documentation, etc.)

Customer agrees that pricing quote is valid through _____, 20__.

1. Corporate Approval. All orders, SOW, and Customer Transactions (defined in the SaaS Agreement) are subject to the approval of the NOVAtime Technology Inc. ("NTI") Corporate Office in California and are non-cancelable and non-refundable.
2. Title and Delivery.
 - a. All Products will be delivered by NTI to _____.
 - b. NTI agrees to use commercially reasonable efforts to fill orders placed by Customer in accordance with Customer's requested delivery schedule for such Products.
 - c. NTI shall have no liability whatsoever for delays in delivery due to *force majeure* or causes beyond its control. See Section XXII of the SaaS Agreement for further provisions.
3. Restocking Fee. Customer agrees that if any portion or the entirety of the Product ordered is returned to NTI, with or without NTI's prior consent, Customer shall pay a restocking fee equal to twenty percent (20%) of the Purchase Price of such returned Product(s) in addition to Customer's obligation to pay the entirety of the Product ordered as the same are non-cancelable and non-refundable.
4. Warranty. Subject to Section XIII of the SaaS Agreement, NTI warrants that all NTI Products shall be free from defects in materials and workmanship for a period of ninety (90) days from the date of installation and all Products shall be free of defects for a period of ninety (90) days from date of acquisition (the "Warranty Period"). This warranty is extended to the original Customer only and is subject to all the conditions and limitations, in addition to Section XIII of the SaaS Agreement, as follows:

- a. Any part(s) found to be defective (except as specifically excluded below) shall be replaced or repaired by NTI, without charge to the Customer for parts or labor, subject to and provided that the Product has been used in accordance with the NTI manual and has not been subject to any Customer or nonaffiliated NTI third party mishandling, neglect, misapplication, overburdening, abuse or tampering. NTI shall pay for the shipment of the Product(s) from NTI if the defect is covered by warranty; otherwise Customer is responsible and shall pay all shipment and repair costs. Customer is responsible for all shipment costs from Customer to NTI.
- b. Only NTI and its designated personnel are authorized to make repairs or replacements under this warranty, and made, if applicable or appropriate, only after NTI is notified in writing of and determines that the repair requirement resulted from defective materials or workmanship covered under this warranty.
- c. In the event a defective Product cannot be repaired or replaced and such defect is material to the operation of the Product in accordance with its specifications, NTI agrees to refund to Customer the Purchase Price paid by Customer for such defective Product. The non-repaired/defective Product must be timely returned to NTI. See Sections XIII and XIV of the SaaS Agreement for further provisions.
- d. **THE REMEDIES OF REPAIR, REPLACEMENT OR REFUND SET FORTH HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT OF A CUSTOMER EXERSIZED REMEDY OR A BREACH OF THIS WARRANTY.** See Section XII of the SaaS Agreement for further provisions.

The above Warranty shall not apply to any Product(s) or parts thereof in the event of:

- (i) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering unusual physical or electrical stress or causes other than normal and intended use (including modification or replacement of any NTI components on any boards supplied with the Products or any use that is inconsistent with any user documentation);
- (ii) Failure of the Customer to provide and maintain a suitable installation and maintenance environment for the Products; (iii) Malfunctions resulting from the use of non-NTI approved supplies with the Product; or (iv) Any defect not promptly communicated in writing to NTI prior to the expiration of the Warranty Period. No representation or other affirmation of fact including, but not limited to, statements regarding capacity, suitability for use or performance of the Product(s) shall be or deemed to be a warranty or representation by NTI for any purpose whatsoever or impose any NTI liability or obligation whatsoever. Further, this Warranty does not cover or apply to batteries, bar code wands, bulbs, distribution boxes, light bulbs, or third party software contained in, or associated with, the Products, the same of which are provided by NTI to Customer in "AS IS" condition without any warranty, expressed or implied.

Billing Overview

NTI invoicing will be dispatched in association with Customer's phased implementations and actual deployment status. Unless otherwise specified in either the NPA or the SaaS Agreement (e.g. specific billing dates), NTI will begin billing monthly usage fees upon as to only active employees with punches in the system. Although there may be more employees active within the NTI system with other types of time records (e.g. accruals, holidays, etc.), only those with punches from clock/web/mobile devices will be counted in the services invoicing. As more departments, groups, or phases of the project are completed, these employees will be added to the invoicing process incrementally. Upon completion of the implementation phase and all active employees are "on the system," the usage invoices will be changed and charged to all employees in an active status and it will be the customer's responsibility to maintain active versus inactive status, either through integration with their HR/Payroll system or by manually controlling within the NTI application.

All fees for additional employees/users for the SaaS set forth in the NPA/SOW, (collectively "Additional Subscriptions") are billed in whole month increments, including Additional Subscriptions implemented any time after the first day of the applicable billing subscription month. Additional Subscriptions expire at the end of the Subscription Term. Except as otherwise provided in any such ordering document (e.g. NPA/SOW), SaaS subscriptions may be renewed under NTI's then-current applicable policies, pricing, terms, and conditions, subject to NTI's acceptance and Customer payment of all fees then due and owing for such SaaS subscription(s).

Customer shall provide NTI with valid and approved purchase order information, along with complete and accurate billing and contact information.

Notwithstanding anything contained to the contrary in this Section (Billing Overview) and the content of the immediately preceding paragraphs, regardless of the number of Customer's Employees contracted for per this NPA (as Customer stated in the Pricing Overview Section above), NTI will commence effective the first day of the seventh month of the Subscription Term invoicing Customer based on the number of Customer Employees irrespective of whether all of Customer's Employees are active or implemented within the NTI system.

Payment Terms - Detail

- **Upfront Payment** – All One time fees (Implementation/training, Hardware, and 1st & last month's recurring payments) due at contract signing via ACH.

All fees and charges due per NPA are non-cancelable and any Customer deposits or payments to NTI are nonrefundable, except as otherwise specified in this NPA SaaS Agreement. NTI's fees and charges are exclusive of all applicable taxes, levies, or duties imposed by all governmental taxing authorities. Customer shall be fully responsible for payment of all such taxes, levies, and duties even if such amounts are not listed on any NTI ordering document, SOW, or NPA. Customer must reimburse NTI for all reasonable expenses incurred relating to providing the NTI services or Product(s).

Customer agrees that all monetary obligations and payments under this NPA SaaS Agreement shall be made by electronic funds transferred through the Automated Clearing House network (ACH). Customer authorizes NTI to bill such ACH: (i) at the time that Customer orders any NTI Product(s) or services, and for all Products and services set forth in the NPA, the ordering document, and/or SOW and (ii) at the time of any renewal, for the amount charged for any renewal Subscription Term(s) as set forth herein.

Corporate Approval. All orders, SOW and Customer Transactions (defined in the NPA SaaS Agreement) are subject to NTI's approval at its Corporate Office in California and are non-cancelable and non-refundable.

SaaS Agreement.

This NPA is subject to the provisions, agreements, and understandings per the SaaS Agreement (Addendum A) attached hereto and made a part hereof by reference.

Customer acknowledges and agrees that this NPA [which is understood to be a material part of the Customer Transaction (as defined in the SaaS Agreement)] and the SaaS Agreement shall not be binding on NTI until signed and authorized by NTI and delivered to Customer. The SaaS Agreement, as well as this NPA, constitutes the entire understanding of the parties with respect to the purchase/acquisition of the Products and the providing of services, and shall govern in the event any inconsistent terms and conditions as set forth in any Customer purchase order, confirmation, or memorandum, unless specifically agreed to differently or to the contrary signed and authorized by NTI representative.

NOVATIME TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: _____

By: _____
Name: _____
Title: _____
Date: _____

Addendum A

NOVAtime Master SaaS Agreement (Addendum to NOVAtime Purchase Agreement)

I. Parties

The Parties to this NOVAtime Master SaaS Agreement (“SaaS Agreement” or “MSA”) are:

- (a) _____ (“Customer”)
- (b) NOVAtime Technology, Inc. (“NTI”)

II. Purpose and Nature of SaaS Agreement

NTI is in the business of providing both services and hardware (including software) in connection with the developing, manufacturing, selling, servicing, and marketing of employee time management systems. Customer desires to acquire, license, and use NTI’s product and services as more particularly described in the NOVAtime Purchase Agreement (“NPA”) in the form of “Software as a Service” (“SaaS”) along with purchasing (or alternatively leasing) specific NTI products (hardware)... (referenced as “Hardware” and “Software” in the NPA). Customer is granted certain limited, non-exclusive rights and privileges to use NTI services (software rights).

III. Documents Supporting SaaS Agreement

The SaaS Agreement is understood to be comprised of the NOVAtime Purchase Agreement (NPA) and this SaaS Agreement (including the Service Agreement attached as Addendum “B” and the SLA attached as Addendum “C”).

IV. Customer Transactions

Pursuant to the Purchase Agreement, Customer is purchasing, leasing, licensing, and/or acquiring the rights to use, on a non-exclusive, limited basis certain described NTI products and services (either SaaS 5000 or Software 5000, along with companion NTI Products/Hardware). The NPA describes the nature and scope of the NTI Products (Hardware) and services that are the subject matter of this SaaS Agreement and corresponding customer transaction (the “Customer Transaction”).

V. NTI Licensing

As a part of the Customer Transaction, NTI grants to Customer during the term of the NPA SaaS Agreement, a limited, non-transferrable, non-exclusive, worldwide license (the “License”) and corresponding right to permit those Customer authorized individuals, to wit: Customer’s Employees (collectively “Customer Employees”) to use in accordance with the terms of this NPA SaaS Agreement and NTI Products and services (collectively the “NTI SaaS Materials”). Reference throughout this NPA SaaS Agreement to the term “Software” is understood to be interchangeable with the reference of NTI SaaS Materials and NTI Products.

The grant of License and the limited rights associated thereto are expressly subject to the following:

- (a) The maximum number of Customer Employees authorized to access SaaS shall not exceed the number of NTI issued Customer Employee licenses (also sometimes referred to as “Subscriptions”). Customer has purchased _____ licenses per the NPA;
- (b) If the Customer provides NTI Products (including Software) embedded in the Hardware, or designed for installation to a central processing unit, Customer must not and is prohibited from: (i) using such Products (Software) in connection with more than the number of Customer Employees allowed by NTI per the NPA, and (ii) using or sharing the License and Products (Software) with a greater number of Customer Employees (or a greater number of computers) than agreed per the NPA without paying in advance additional fees at NTI’s then current rates and all of which must be approved in advance by NTI, subject to NTI’s sole, subjective, unfettered discretion (collectively “NTI Discretion”).
- (c) If the Products (Software) is designed for installation on an individual Customer’s computer, the Products (Software) must not and is prohibited from being installed on more than the number of computers pre-approved by NTI.
- (d) Customer and Customer Employees must not and are prohibited from:
 - (i) sharing, using, or exploiting the limited grant of License(s) to more than one (1) individual Customer Employee [unless it is reassigned in its entirety to another authorized Customer Employee in which case the prior authorized Customer Employee rights (and rights to access) shall be terminated and cancelled];
 - (ii) licensing, selling, renting, leasing, transferring, assigning, gifting, distributing, displaying, outsourcing, disclosing, permitting timesharing or service bureau, or otherwise in any manner or fashion whatsoever privately, personally, commercially, donatively, charitably, or otherwise exploiting or making SaaS or the NTI SaaS Materials accessible or available to any non-Customer or non-authorized individual, company, or entity, except as approved in advance by NTI in writing, and such approval of which is at NTI Discretion;
 - (iii) disassembling/reassembling, reversing compiling, or reverse engineering all or any part or aspect of SaaS or NTI SaaS Materials, or access or use the SaaS or NTI SaaS Materials in order to construct, build, support, reinforce, or assist any person, firm, or entity, manufacturing, distributing, producing, selling, or supporting products, software, or services competitive or contrary to NTI or NTI’s economic interest;
 - (iv) copying, framing or mirroring, reproducing, duplicating, distributing, publishing/re-publishing, downloading, displaying, posting, disseminating, or transmitting all or any part or aspect of the SaaS or NTI SaaS Materials in any form, medium or by any other means whatsoever, including, but not limited to, electronic, mechanical, (photocopying, recording, etc.) or such other tangible, intangible, physical, electronic, or technological means, mode, or medium presently existing or which may in the future be innovated, developed or created;
 - (v) disclosing, publishing, communicating or disseminating any review, critique, assessment, analysis, dissection, or inspection of SaaS or NTI SaaS Materials including, but, not limited to, the results of any

performance test, to any non-Customer or unauthorized third party user without NTI's prior written approval, and such approval of which is subject to NTI Discretion;

- (e) Customer and Customer Employees, jointly and severally, agree, to and through maintaining appropriate administrative, physical, and technical safe guards, endeavor in every commercially reasonable and practicable effort to protect against and prevent unauthorized third party accessing to SaaS and NTI SaaS Materials. Customer acknowledges that: (i) NTI is the sole and exclusive owner of all rights, title, and interests in and to the License(s), NOVAtime Software Products, the source code for the NOVAtime Software, NTI SaaS Materials, and any NOVAtime user documentation, and (ii) any third party developers are the sole and exclusive owners of all rights, title, and interests in and to the third party software, the source code for the third party software, and any third party user documentation; and
- (f) Customer and Customer Employees, jointly and severally, recognize and agree that NTI, and as applicable its designated and authorized NTI licensors, retain all ownership and intellectual property rights and interests, including without limitations, all derivatives and improvements thereof, and all tangible and intangible rights thereof, in SaaS, NTI SaaS Materials, and SaaS Software and License(s).
- (g) If Customer or Customer Employees violate any part or aspect of this Section V, NTI, may, in NTI's Discretion, automatically and immediately suspend or terminate the License and all corresponding and associated rights and privileges thereto, and exercise all such other rights and remedies available or permitted to NTI at law and/or in equity.
- (h) NTI's Software and Licenses (and all copies) are protected by United States copyright and patent laws and international treaty provisions.
- (i) The parties hereto disclaim the application to this License of the United Nations 1980 Convention on Contracts for the International Sale of Goods.
- (j) During the term of this NPA SaaS Agreement and the companion grant of License and for three (3) years after termination of the License, Customer must maintain complete records regarding Customer's use of the NTI Software. Upon reasonable notice to Customer, NTI and/or a third party developer/licensor may audit, at NTI's or the third party developer's/licensor's expense (as applicable), Customer's books and records, the same of which must be made open and available to NTI or its designated agents to determine Customer's compliance hereunder. Third party developers/licensors and their suppliers are third party beneficiaries to this License in connection with Customer's use of third party software. This License per this NPA SaaS Agreement is therefore also enforceable by third party developers and their suppliers.
- (k) Customer shall comply with all laws and regulations applicable to the NTI Software, including export, reexport and foreign policy controls and restrictions, and shall take all necessary actions and precautions to ensure that Customer (and its Customer Employees) does not contravene such laws or regulations. Further, Customer agrees to and must comply with all applicable Federal and State employment and wage and hour laws, regulations, and orders as issued, promulgated, and enacted, currently and throughout the term of the NPA SaaS Agreement, by governmental agencies, legislatures, and judiciary (courts) (collectively "Employment Laws"). Customer is solely responsible to ensure that Customer's (and its employees) use of the NTI Products and services, including, without limitation, the SaaS Software and Materials, is fully obedient and compliant with all such Employment Laws. Further, Customer is solely responsible to verify, monitor, and review on a regular, periodic basis that Customer's (and its employees) use of the NTI Products and services, including, but not limited to, the SaaS Software and Materials, are currently compliant with all such Employment Laws. Customer covenants, must, and agrees to hold NTI harmless and to defend, indemnify, and protect NTI from and against any and all claims and lawsuits relating to Section V, and specifically Paragraph V(k) and as more fully set forth in Section XV hereof.

VI. Term. The term of the SaaS or services shall commence upon the full execution of the NPA SaaS Agreement and shall continue for the period of time set forth in the NPA (the “Subscription Term”).

VII. Termination. In the event of a Customer breach of this NPA SaaS Agreement NTI shall have the right to suspend or terminate, at its discretion, this NPA SaaS Agreement and all related corresponding services should such breach not be cured within thirty (30) calendar days from the date of dispatch of NTI’s written notice (“Notice”); provided, however, if Customer breaches or otherwise fails to perform any monetary or financial promise, condition, or covenant, then such Customer must cure within ten (10) calendar days from date of such Notice. The NTI Notice shall specify the details supporting the breach of the NPA SaaS Agreement. NTI retains and reserves the right, within NTI Discretion, to immediately suspend Customer’s password, account, and access to or use of the SaaS during such ten (10) or thirty (30) day cure period as applicable. NTI’s Customer suspension does not excuse or relieve Customer’s obligation to timely remit all monetary obligations and payments per the NPA SaaS Agreement, plus related taxes and expenses. Customer recognizes that upon any termination pursuant to this Section VII, such action shall also result in the termination, as the case may be, of Customer’s right to access and use the SaaS and the services specified in the NPA SaaS Agreement, including the NTI SaaS Materials. In the event Customer timely remits all monetary obligations due and owing to NTI, NTI may, within NTI’s Discretion, allow Customer to access the SaaS solely to the extent necessary for Customer to retrieve Customer Data (“Customer Data”) file(s) in NTI’s possession or control. This SaaS Agreement may be terminated earlier by NTI in its entirety without liability of a Customer breach or default per the terms of this Section VII as follows: (a) any monetary breach or monetary/financial non-compliance per this Section VII; (b) immediately upon notice of commencement of any insolvency, bankruptcy or similar proceeding by or against the Customer including an assignment for the benefit of creditors, the appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) calendar days; (c) Customer ceases to conduct its business; operations in the ordinary course of business; or (d) as otherwise provided elsewhere in this NPA SaaS Agreement.

VIII. Customer Data/Retention Customer agrees that NTI is under no obligation or duty, expressed, implied, or otherwise, to retain Customer Data, and that Customer Data may be irretrievably deleted by NTI after the expiration of any applicable termination period per Section VII above.

IX. Survival. The following provisions are agreed to survive any termination of this SaaS Agreement: Sections III, V, VII, VIII, X, XII, XIII, XIV, XV, and XVI.

X. Third Party Web Sites.

If Customer enters into correspondence with, accesses the website content of, purchase goods or services from, or participates in promotions of advertisers, sponsors or any party other than NTI, through the SaaS or through any software program used in conjunction with the SaaS, such activity, and any terms, conditions, warranties or representations associated with such activity, is conducted solely at Customer’s election and assumed risk; and thus is governed solely by the terms between Customer and the applicable third party. Customer should refer to the policies posted by third-party websites regarding privacy and other topics prior to Customer accessing or using any such websites. NTI has no liability or obligation whatsoever in connection with and does not endorse or accept any responsibility for the contents or use of third party web sites or any transactions completed with third parties. NTI may provide such links and/or access to third-party website content only and solely as a convenience and accommodation, and the inclusion of any link or provision of access does not imply, suggest, associate, impute, endorse or ratify by or to NTI of the linked or otherwise accessible web site(s), notwithstanding the inclusion on such site of the NTI trademarks or its Third Party Providers.

XI. Customer Care Services / Software Maintenance / Training.

- (a) Customer Care. As part of SaaS, NTI will provide Customer with Customer Care Services under NTI’s policies then currently in effect. NTI retains and reserves the right to modify or cease such policies at any time in NTI’s Discretion; provided, however, any such modification will not materially reduce the level of Customer Care then currently provided to Customer for the period for which Customer has paid for such services or for twelve (12) months from execution of the NPA, whichever is greater. .
- (b) Required Training. As soon as agreed between NTI and Customer, NTI will provide training in the basic day-to-day operation and maintenance of the Software and Products to the Customer on the terms and conditions described in this

Paragraph XI and the NPA. NTI shall formulate the training curriculum and provide the training at Customer's facilities. Customer shall be responsible for making available facilities and equipment sufficient, in NTI's reasonable determination, for the training.

- (i) Customer is responsible to provide its designated: "Corporate System Administrator" who shall be responsible for supervising the transition and operation of the Products (including database maintenance and establishment of backup procedures); and

Other employees who will be operating the Product on a regular basis (the "Operators").

- (ii) Customer is responsible for selecting employees who are qualified to operate the NTI Software and/or Products on Customer's equipment. NTI reserves the right to refuse assistance and to charge additional fees if a Customer Employee seeks assistance on basic background information or any other matters not directly related to the operation of the NTI Software and/or Product or the training to be provided pursuant to this Article XI.

- (c) Optional Training. At Customer's request NTI agrees to provide additional training to Customer Employees at such additional charges and fees as determined by NTI and agreed to by Customer.

Optional Services Cost Structure Breakdown

Professional Services	Cost Items		Employee (Unit)	Unit Price		Customer	
	a. Training	a. Employee User (Train the Trainer)	Based on Actual Chargeable Hours Per Event			TBD	
		b. System User (Supervisors)				TBD	
		c. System User (Administrators)				TBD	
		d. Support Technician				TBD	
		e. Sales				TBD	
	b. Implementation					TBD	
	c. On-Going Support					TBD	
	d. Others			Escalation, Support and PS Model			
	Service Total :					TBD	

XII. Representations, Warranties & Exclusive Remedy.

Each party represents and warrants that it has the power and authority to enter into the NPA SaaS Agreement and all attached or referenced Schedules, Addendums, and Exhibits. NTI warrants that: (i) the SaaS will perform substantially in accordance with its online documentation under normal use and (ii) the NTI Services (or Products) will be provided in a manner consistent with generally accepted industry standards. Customer must notify NTI of any warranty deficiencies within 5 calendar days from date of the NTI performance/non-performance of the relevant SaaS and/or Services in order to receive any applicable warranty remedies. For any breach of the expressed warranties set forth in clauses (i) and (ii) hereof, Customer's exclusive and only remedy shall be the NTI re-performance or correction of the warranty item (SaaS and/or Services), as applicable, and if NTI is unable to re-perform or correct such warranty item, then Customer is entitled to recover that portion of the unused fees paid to NTI for the warranty item, and such refund shall reflect NTI's entire liability and Customer's entire right and remedy to any and all rights, remedies, and recovery whatsoever.

XIII. Disclaimer of Warranties.

- (a) Warranty Limitations. EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, NTI DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, AND NTI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- (b) NTI Disclaimer. EXCEPT FOR THE EXPRESSED WARRANTIES SET FORTH IN THIS NPA SaaS AGREEMENT, NTI DISCLAIMS ALL EXPRESSED AND IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE SaaS MATERIALS, THE NOVATIME SaaS MATERIALS, THE SOFTWARE, AND THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE NON-INFRINGEMENT, AND QUALITY OF SERVICE. NTI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE RELIABILITY, AVAILABILITY, CONTINUITY TIMELINESS, QUALITY, SUITABILITY, ACCURACY OR COMPLETENESS OF THE SaaS, THE NOVATIME SaaS MATERIALS, THE SERVICES, THE SOFTWARE, AND NTI PRODUCTS, OR THE RESULTS CUSTOMER MAY OBTAIN, EXPERIENCE, OR RECEIVE BY USING THE SaaS, THE NOVATIME SaaS MATERIALS, THE SOFTWARE, OR THE SERVICES.
- (c) Specific Disclosure of Nonresponsibility. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING IN THE IMMEDIATELY PRECEDING PARAGRAPHS OF XIII, NTI DOES NOT REPRESENT OR WARRANT THAT: (i) THE OPERATION OR USE OF THE SaaS, THE SOFTWARE, OR NOVATIME SaaS MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE OR (ii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS ACQUIRED OR LICENSED FROM NTI WILL MEET OR SATISFY CUSTOMER REQUIREMENTS OBTAINED THROUGH SaaS. CUSTOMER ACKNOWLEDGES THAT NTI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING, WITHOUT LIMITATION, THE INTERNET, AND THAT THE SaaS AND NOVATIME SaaS MATERIALS MAY BE SUBJECT TO LIMITATIONS, DELAYS, INTERRUPTIONS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH ELECTRONIC, OTHER TECHNOLOGY, OR OTHER MODE OF COMMUNICATIONS FACILITIES. NTI IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY DAMAGES, LOSSES, INJURIES, HARM, COSTS, AND/OR EXPENSES (COLLECTIVELY "Damages") RESULTING FROM ANY PROBLEMS, INTERRUPTIONS, INTERFERENCES, DEFICIENCIES, DEFECTS, OR NTI OBLIGATIONS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY NTI. THE SaaS, THE SERVICES, THE SOFTWARE, AND THE NOVATIME SaaS MATERIALS ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

XIV. Limitation of Liability.

- (a) Exclusions of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF: (i) DATA, (ii) REVENUE, (iii) PROFITS, (iv) LOSS OF PROFITS OR REVENUE, (v) USE OR OTHER ECONOMIC ADVANTAGE OF WHATEVER KIND OR NATURE WHATSOEVER ARISING IN CONTRACT OR TORT THEORY OF RECOVERY OR OTHERWISE (EXCLUDING FEES AND MONETARY OBLIGATIONS UNDER THE AGREEMENT), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE NPA SaaS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SaaS OR ANY SaaS MATERIALS, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.
- (b) Liability Limitations. NEITHER PARTY'S LIABILITY, AND CORRESPONDING DAMAGES, WITH RESPECT TO ANY SINGLE, MULTIPLE, OR SERIES OF INCIDENTS ARISING OUT OF OR RELATING TO THIS NPA SaaS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE TOTAL AGGREGATE DOLLARS ACTUALLY PAID BY CUSTOMER TO NTI FOR THE SaaS, NOVATIME SaaS MATERIALS AND PRODUCT SERVICES UNDER THE NPA SaaS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CAUSE GIVING RISE TO SUCH CLAIM FOR DAMAGES; AND IF SUCH LIABILITY RESULTS FROM CUSTOMER USE OF A PARTICULAR PORTION OF THE SaaS, NOVATIME SaaS MATERIALS, OR NTI PRODUCT/SERVICES UNDER THE NPA SaaS AGREEMENT, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO NTI FOR THE DEFICIENT OR SHORTFALL PORTION OF THE SaaS, NOVATIME SaaS MATERIALS, AND/OR PRODCUT/SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THE PRIOR SENTENCE SHALL NOT APPLY TO THE INDEMNITY OBLIGATIONS PER SECTION XV HEREOF OR ELSEWHERE IN THE NPA SaaS AGREEMENT.
- (c) Allocation of Risk. This limitation of liability allocates the risks under this NPA SaaS Agreement between the parties. NTI's pricing reflects this allocation of risk and the limitation of liability specified in this Section. NTI shall not be liable for any loss resulting from a cause over which NTI does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines; telephone or other interconnect problems; bugs, errors, configuration problems or incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to Customer's computer; problems with intermediate computer or communications networks or facilities; problems with data transmission facilities, telephone or telephone service; or unauthorized access, theft, operator errors, severe weather, earthquakes or labor disputes. Licensor is not responsible for any damage to Customer's computer, software, modem, telephone or other property resulting from Customer's use of the Licensed Program.
- (d) Exclusive Remedies. CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY NTI LIABILITY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY SUCH OTHER LEGAL THEORY OR CAUSE OF ACTION UPON WHICH ANY CUSTOMER RELIEF MAY BE SOUGHT OR REQUESTED ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SaaS AGREEMENT, AND ANY SCHEDULES, ADDENDUMS, AND EXHIBITS ATTACHED THERETO OR REFERENCED THEREIN AND/OR WITH RESPECT TO THE PRODUCTS, MATERIALS, AND/OR SERVICES SOLD, DELIVERED, ACQUIRED, OR PROVIDED HEREUNDER IS LIMITED TO THE REMEDIES, RELIEF, AND SCOPE OF RECOVERY PROVIDED IN THIS NPA SaaS AGREEMENT.
- (e) Time Limitation. To the extent Customer seeks to assert or file a claim for relief against NTI, such action or proceeding must be commenced no later than one (1) year from the date of NTI's breach or failure to perform. This time period is inclusive of any other time period (statutory or otherwise) that Customer may otherwise be provided or has available and thus is agreed to be the sole and only time period in which to bring any such action.

XV. Indemnity.

(a) NTI Indemnification. If a third party makes a claim (“Third Party Claim”) against either Customer or NTI (“Recipient”, which may refer to Customer or NTI depending upon which party received the Third Party Claim) that any information, design, specification, instruction, software, data, or material (collectively “Third Party Material”) furnished by either Customer or NTI (“Provider”, which may refer to Customer or NTI depending on which party provided the Material) and used by the Recipient infringes such Third Party’s legally recognized intellectual property rights (Third Party Material) the Provider, at its sole cost and expense, shall defend the Recipient against the Third Party Claim, and indemnify and defend the Recipient from the damages, liabilities, costs and expenses, including any reasonable attorney’s fees (collectively “Third Party Damages”) awarded by a court of competent jurisdiction to the Third Party claiming infringement or any settlement agreed to by the Provider, if the Recipient does the following:

- (i) notifies the Provider promptly in writing, not later than five (5) business days after the Recipient receives notice of the Third Party Claim (or sooner if required by applicable law);
- (ii) allows the Provider sole control of the defense and any settlement negotiations; and
- (iii) allows and/or provides to the Provider the information, cooperation, authority, input, participation and assistance as needed or requested the Provider to effectively defend against or settle the Third Party Claim.

If the Provider believes or it is determined that any of the Third Party Material may have violated a Third Party’s legitimate legally recognized intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use; provided, however, if such alternatives are not commercially reasonable or if the Third Party is unwilling to agree to fair and reasonable terms to grant a license to Provider, the Provider may, without liability of any kind or amount whatsoever, terminate the NPA SaaS Agreement or license for, and require return of, the applicable Third Party Material and refund any unused, prepaid fees the Recipient may have paid for such Material. If Customer is the Provider and such return materially affects NTI’s ability to meet its obligations the NPA SaaS Agreement then NTI may, at its option and upon 30 calendar days advance written notice, terminate without liability of any kind or amount whatsoever the NPA SaaS Agreement. Provider will not and is under no obligation to indemnify the Recipient if the Recipient alters or uses the Third Party Material outside the reasonable scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been replaced or superseded if the infringement claim could have been avoided by using an unaltered current version of the Third Party Material which was provided to the Recipient. The Provider will not and is under no obligation to indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Provider. NTI will not and is under no obligation to indemnify Customer to the extent that an infringement claim is based upon the combination of any Third Party Material with any products or services not provided by NTI. NTI shall not and is under no obligation to indemnify Customer for infringement caused by Customer actions against any third party if the Materials as delivered to Customer and used in accordance with the terms of the SaaS Agreement would not otherwise infringe upon any third party intellectual property rights. This Section provides for the parties’ exclusive and only remedy for any infringement claims, damages, and indemnification.

(b) Customer Indemnification. Customer covenants, agrees to, and shall defend, protect, and indemnify NTI from and against any claims, demands, suits, or proceedings made or brought against NTI by: (i) a third party alleging that Customer’s data or the use of NTI’s Services or Products in breach of this NPA SaaS Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law; (ii) reason of Customer’s breach of this NPA SaaS Agreement and a third party alleging liability and damages relating to or arising from Customer’s breach of this NPA SaaS Agreement; (iii) a third party alleging Customer’s breach or non-compliance under Section (v) of this NPA SaaS Agreement; and (iv) a third party claiming liability and damages arising from or relating to Customer’s use of the NTI SaaS Materials, Services, or Products, or Customer’s use or performances arising from or relating to this NPA SaaS Agreement. Customer covenants, agrees to, and shall indemnify and protect NTI for and from any damages, injuries, losses, expenses, fees, attorney’s fees, and costs awarded against NTI as a result of, or for any amounts paid by NTI under a court approved settlement of a claim, action, or suit against NTI; provided

that NTI: (x) promptly notifies Customer of the claim, suit, or action; (y) allows Customer principal control of the defense and settlement of said claim, suit, or action (provided further, however, Customer is not authorized to settle any such claim, suit, or action unless such settlement and resolution unconditionally and forever releases NTI of all liabilities); and (z) provide Customer reasonable assistance, at Customer's expense, in responding and defending such claim, suit, or action.

- (c) Exclusive Remedy. This Section XV provides the indemnifying party's sole liability to and the indemnified party's exclusive remedy against the other party for any type of claim described in this Section XV other than enforcement and/or breach of this Section XV.

XVI. Confidential Information. Each party may have access to the other party's confidential, private, and non-published information ("Confidential Information"). Confidential Information shall include, without limitation:

- (a) As used herein, "Confidential Information" mean all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include each party's data; NTI Services/Products, including without limitation, software and programs, SaaS, SaaS Materials;

Any information that is clearly identified in writing at the time of disclosure as confidential. A party's Confidential Information shall not include information that: (i) is, becomes a part of, or is accessible through lawful means through the public (i.e. no longer non-public) through no act or omission of the other party wrongfully or otherwise; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently innovated or developed by the other party without reference, use, or benefit (directly or indirectly) to the other party's Confidential Information.

- (b) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care).
- (c) No Confidential Information of the Disclosing Party for any purpose shall be used or made accessible outside the scope of this NPA SaaS Agreement and except as otherwise authorized by the Disclosing Party in writing, Confidential Information of the Disclosing Party shall be limited as set forth herein.
- (d) Neither party shall disclose the terms of this NPA SaaS Agreement, SOW, or any order form to any Third Party other than its affiliates and their legal counsel and accountants without the other party's prior written consent. The parties agree to use due care and prudence to prevent disclosure and unauthorized access of the other party's Confidential Information to any third party; the parties agree to hold each other's Confidential Information in confidence and in violate for a period of three (3) years from the date of disclosure. Notwithstanding any of the foregoing in this paragraph, Customer agrees that: (x) nothing shall prevent either party from disclosing the terms or pricing under the SaaS Agreement in any legal proceeding arising from or in connection with the SaaS Agreement or disclosing the information to a federal or state governmental entity as required by law; (y) NTI may disclose Customer Confidential Information to its Third Party Providers to the extent necessary to provide products or services under the NPA SaaS Agreement, provided, however, NTI has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than the SaaS Agreement; and (z) NTI's obligations regarding personally identifiable information and other information concerning Customer and Customer Employees shall be governed by the terms of the then-current NTI Privacy Policy. Further, NTI may identify Customer on its NTI Workforce Management NOVAtime SaaS customer lists and in its marketing and advertising materials, as well as announce that Customer is a customer of the SaaS, and reproduce Customer company name, logo, trademark, trade name, service mark, or other commercial designations in connection therewith. This Section XVI constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information, provided, however, NTI retains and reserves the right and Customer agrees that NTI may enlarge or expand the aspects of the covenants regarding Confidential Information, including without limitation, preparing and for Customer to execute a separate NDA/Confidentiality Agreement

XVII. Customer Responsibilities.

In addition to Customer's obligations per the NPA (e.g. Phase 3, Paragraph 2), Customer must: (i) ensure that any use of the SaaS and Services by Customer and Customer Employees is in accordance with the terms and conditions of the NPA SaaS Agreement and (ii) obtain all required consents for NTI and its agents and contractors to perform the SaaS and Services under the NPA SaaS Agreement. Customer is responsible for: (x) ensuring that Customer network and systems are compatible and comply with NTI specifications and hardware and (y) any breach by any Customer Employee of such terms and conditions per this SaaS Agreement.

NTI is not responsible for Customer network connections, or for conditions, problems, difficulties, adaptation, or such other matters relating to or necessitating increased costs or the Customer incurring additional expenses arising from or relating to Customer network connections (e.g., bandwidth issues, excessive latency, network or interruption outages), or interferences caused by the internet.

Prior to the delivery of NTI SaaS Materials, Software, equipment, Hardware, and/or Products, Customer must prepare its site(s) and receiving equipment and hardware in accordance with NTI specifications. This includes adequate space and facilitation for maintenance personnel, proper ventilation, normal temperature and humidity tolerance (per NTI specifications), and proper electrical power consisting of a dedicated three wire circuit, with isolated ground, for each unit or group of units and a properly configured IBM® or compatible PC equipped with a "fast" Internet connection. Customer shall complete, sign and submit NTI parameter, site, and environmental surveys detailing Customer's time and attendance and job labor costing data collection rules and policies, the installation site(s), and the system environment prior to the start of system installation. For all hardware terminals, a dedicated surge protector, or equivalent protection, is required to protect terminals against power-related surge disruption issues.

XVIII. Notices.

Customer agrees NTI may give notice applicable to NTI's SaaS customer base by means of a general notice and notices specific to Customer by electronic mail to Customer e-mail address on record in NTI's account information or by written communication sent by first class mail or pre-paid post to Customer address on record in NTI's account information. Any Customer dispute with NTI or Customer desired communication to provide a notice under the SaaS Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to the address listed below.

Any notice required or desired to be given under this SaaS Agreement shall be deemed given, if in writing and hand delivered or sent by United States certified mail, to the other party at the address shown for said party below:

To Customer: _____

To NTI:

NOVAtime Technology, Inc.:
9680 Haven Avenue, Suite # 200
Rancho Cucamonga, California 91730 Attention: Finance Director

Or to such other address or addresses as any party will have specified by notice in writing to the other party. Any notice provided in accordance with this Section XVIII also will be deemed to have been given: (i) as of the date personally delivered or transmitted by email or facsimile (but only if followed by transmittal by recognized overnight courier or hand delivery); (ii) on the third business day after the mailing thereof, or (iii) on the first business day after delivery by recognized overnight courier service.

XIX. Restrictions on Use.

Customer agrees not to use or allow the use of the SaaS or the Services, including uploading, emailing, posting, publishing or otherwise transmitting through any mode or medium any material, data or payment, for any purpose that may: (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote bigotry, racism, hatred or harm; (iv) constitute unsolicited bulk e-mail, “junk mail”, “spam” or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights; or (vi) otherwise violate applicable laws, statutes, ordinances or regulations. In addition to any other rights afforded under the NPA SaaS Agreement, NTI reserves the right to remove, suspend, or disable access to any material that violates the foregoing restrictions. NTI shall have no liability whatsoever to Customer/Customer Employee(s) in the event that NTI invokes such removal suspension or disability action. Customer agrees to defend and indemnify NTI against any and all claims arising out of a violation of Customer obligations under this Section XV and Section XIX.

XX. Verification.

At NTI’s written request, and not more frequently than every six (6) months, Customer shall furnish NTI with a document signed by Customer’s authorized representative verifying that the SaaS is being used pursuant to the provisions of this NPA SaaS Agreement. Customer agrees to promptly provide such information and documents reasonably requested by NTI with respect to Customer use of, and payment of fees for, the SaaS Products and Services. If the verification described in this Section reveals that Customer have underpaid fees to NTI, Customer shall promptly pay to NTI such fees at the prices set forth in the NPA. Customer is responsible for implementing reasonable means to monitor Customer compliance per the terms of the Agreement.

XXI. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS, the Services, the NOVAtime SaaS Materials and any service deliverables. Customer agrees that such export control laws govern Customer’s use of the SaaS, the Services, the NOVAtime SaaS Materials and any service deliverables (including technical data), and Customer agrees: (i) to comply with all export laws and regulations (including “deemed export” and “deemed re-export” regulations) and (ii) no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws, including, without limitation, nuclear, chemical, or biological weapons proliferation, innovation or development of missile technology.

The Services, other technology NTI makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Customer Employees to access or use Services/Products in a U.S.-embargoed country (including, Iran, North Korea, Sudan, and Syria, and as such identified embargoed countries may be added or deleted by the United States) or in violation of any U.S. export law or regulation.

Customer has not received or offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of NTI’s employees or agents in connection with this SaaS Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If customer learns of any violation of the above restriction, customer will use reasonable efforts to promptly notify NTI’s legal department.

XXII. Force Majeure.

Except as to Customer’s obligation to pay fees and costs per this NPA SaaS Agreement, neither party shall be responsible for any failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, technological, internet, or telecommunication outage or disruption that is not directly caused by or a result from the obligated party; force majeure; government moratoriums or restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party

(collectively “Force Majeure Event(s)”). Each party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event. Nonetheless, if such Force Majeure Event occurs and continues uninterrupted for more than thirty (30) consecutive or forty five (45) aggregate calendar days, either party may cancel unperformed services upon receipt of written notice from the other party. This Section does not excuse either party of its obligations to take reasonable steps to follow its normal disaster recovery procedures or Customer obligation to pay for the SaaS and/or Products purchased or acquired, or Services performed or provided up to the time of cancellation.

XXIII. Services Tools.

NTI may use tools, scripts, software, and utilities (collectively, the “Tools”) to review and administer the SaaS, and to assist Customer resolution NTI service requests. The Tools will not collect, report, or store any of Customer Data residing in the production SaaS, except as necessary to troubleshoot service requests or other problems or issues in the SaaS. Data collected by the Tools (excluding production data) may also be used to assist in managing NTI’s product and service portfolio and for license management.

XXIV. Statistical Information.

Customer authorizes NTI to, at its Discretion, compile statistical and performance information related to the SaaS or the Services, and may make such information publicly available, provided that such information does not incorporate Customer Data or identify Customer Confidential Information. NTI retains all intellectual property rights in such information.

XXV. General provisions.

- (a) Entire Agreement: This NPA SaaS Agreement, when fully executed, and all writings and documents attached, referenced, or otherwise identified in this NPA SaaS Agreement collectively contain the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof (the “NTI SaaS Agreement Documents”); and any and all prior and contemporaneous discussions, negotiations, commitments and understandings related hereto that are not otherwise contained and set forth in this NPA SaaS Agreement are understood to be of no legal force or effect, and the NTI SaaS Agreement Documents supersede any prior or contemporaneous, conflicting or additional communications and understandings.
- (b) Interpretation and Construction of Agreement: This SaaS NPA Agreement and any ambiguities or uncertainties contained herein are to be equally and fairly interpreted as to all parties and shall further be construed and interpreted without reference to the identity of the party or parties preparing or causing to be prepared this SaaS Agreement, it being expressly understood and agreed that each of the parties have participated equally in the negotiation and preparation of this SaaS Agreement and its terms, or had an equal opportunity to do so. The parties expressly and specifically waive the effects, benefits and interpretations of California Civil Code §1654 and any amended or successor statute thereto which, in whole or in part, provides that any ambiguities existing in the NPA SaaS Agreement shall be construed adverse and against the party who created or prepared such ambiguity
- (c) Non-Waiver and Time to Bring Action. The failure of either party to enforce any right or provision in the SaaS Agreement shall not constitute a waiver of such right or provision, or any other subsequent right or provision, unless agreed to by such party in writing. Except for actions for nonpayment or breach of NTI’s proprietary rights, no action, regardless of form, arising out of or relating to the NPA SaaS Agreement may be brought by either party more than two (2) years after the cause of action has accrued. Any rights not expressly granted herein are reserved by NTI.
- (d) Governing Law: Any action relating to or arising from the NPA SaaS Agreement will be governed by the substantive and procedural laws of the State of California and controlling U.S. federal law. The Uniform Computer Information Transactions Act, the United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction, will not apply to the NPA SaaS Agreement. Any disputes, actions, claims or causes of action arising out of or in connection with the NPA SaaS Agreement shall be subject to the exclusive jurisdiction of

the State Courts of California, and the Federal Courts of the Central District of California; and venue in the Central Branch of the Los Angeles County Superior Court.

- (e) Jury Waiver, and Attorney's Fees: Each party hereby waives, to the extent permitted by law, any right to jury trial in connection with any action or litigation in any way arising out of or related to this NPA SaaS Agreement.

NTI

Customer

- (f) Non-Modification: This NPA SaaS Agreement, and all of its terms and any collaterally related to or ancillary Agreements required or necessary to consummate the purpose, intent and/or spirit of this NPA SaaS Agreement *can only* be amended, changed, altered and/or modified by another agreement in writing signed by all parties hereto.
- (g) Severability: In the event any provision of this SaaS Agreement shall be determined by a body or court of competent jurisdiction to be void, illegal, invalid, or unenforceable (collectively "Unenforceable") the remaining terms and provisions of this NPA SaaS Agreement shall not be effected thereby, and each of such remaining terms and provisions of this NPA SaaS Agreement shall remain valid and enforceable to the fullest extent permitted by law, unless a party hereto demonstrates by a preponderance of the evidence that the Unenforceable provision was an essential economic or a substantive and/or material term of this NPA SaaS Agreement.
- (h) Binding Effect: This NPA SaaS Agreement and all of the terms, contained herein are binding upon and inure to the benefit of each of the undersigned parties hereto and their respective legal representatives (defined to include dependents, heirs, executors, administrators, and personal representatives) assigns and successors in interest.
- (i) NTI/ Customer Relationship: No joint venture, partnership, joint employer, employment, or agency relationship exists between NTI and Customer as a result of this NPA SaaS Agreement. The parties are independent contractors. This NPA SaaS Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to this SaaS Agreement. Customer may not assign the NPA SaaS Agreement without the prior written approval of and subject to NTI Discretion. Any purported assignment in violation of this section is void. NTI reserves the right to provide some or all of the SaaS, NOVAtime SaaS Materials, Products or Services from locations, and/or through use of contractors, worldwide.
- (j) Execution of Further Documents: The parties agree to and shall prepare and execute or cause to be prepared and executed such other documents, instruments, agreements and/or writings as are deemed necessary, required, convenient and/or reasonable for purposes of effecting and/or reaffirming the spirit and intent of this NPA SaaS Agreement and each and all of the terms contained herein.
- (k) Execution by Facsimile/Electronic Transmission: The exchange of a fully executed NPA SaaS Agreement, and related documents as referenced herein or attached hereto by fax, PDF, or other electronic mediums shall be sufficient to bind each party to the terms and conditions of this NPA SaaS Agreement.
- (l) Executed in Counterparts: This NPA SaaS Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when fully executed by all parties and read together shall be deemed one and the same document. Execution by photocopy, PDF, or other electronic transmission, shall be deemed original signatures as if they were originally executed.

NOVATIME TECHNOLOGY, INC.

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

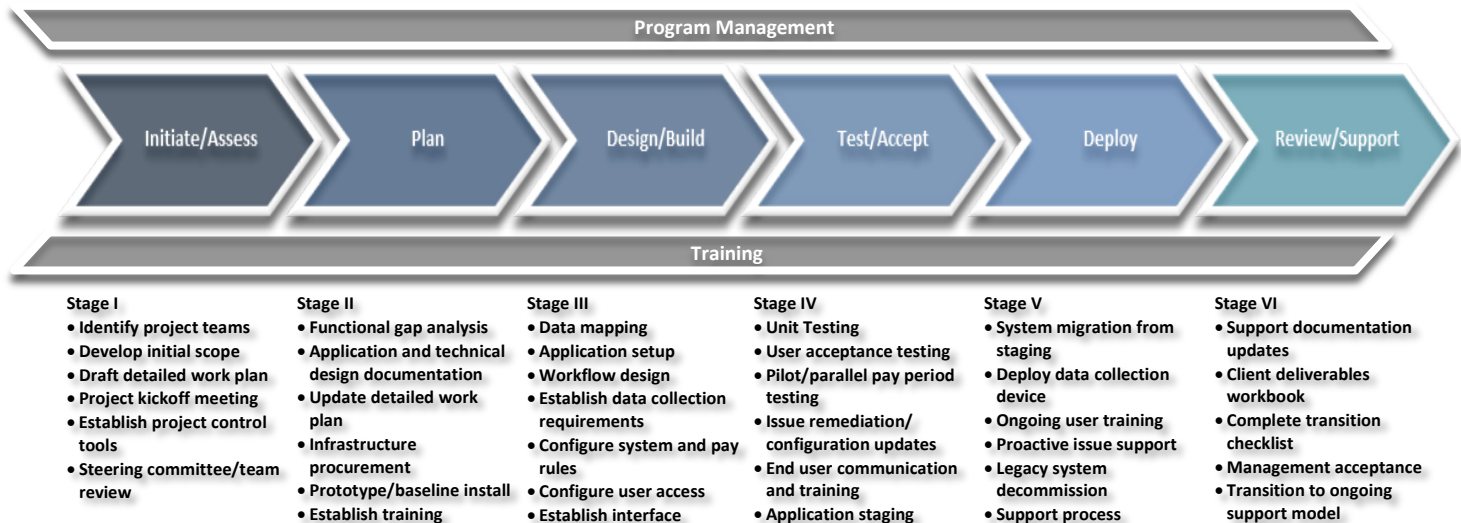
Title: _____

Date: _____

Date: _____

SurePath™ Implementation Methodology

NOVAtime understands today's demanding business requirements and the need to implement projects with precision and efficiency. Therefore, NOVAtime has created the SurePath™ Implementation Methodology, a multi-stage plan for implementing the NOVAtime 5000 solution that ensures consistent processes through best practices. Through refined methods, rigorous testing, and thousands of previous implementations, NOVAtime is able to provide a structured framework approach to all projects, regardless of complexity or size, ensuring that the District's implementation will be completed accurately, on-time, and within budget.



SurePath™ is guided by project management tools that will provide the structure for successful interaction between NOVAtime and the District throughout the life of the implementation project. This includes the following areas of focus:

- Communications processes
- Issue and risk management
- Change and scope management
- Quality and delivery assurance

NOVAtime also recognizes the importance of training throughout the duration of the project. Therefore, the SurePath™ methodology provides a framework for effective user and administrator training that takes place throughout each stage of the project, ensuring capability and preparation of the District's staff members who will be utilizing the NOVAtime 5000 solution (*details about training options are provided in the **Training Program** section of this submission*).

Additionally, SurePath™ employs the expertise of each NOVAtime Project Team member so that all areas of opportunity and best-practice potentials can be identified. With experience ranging from information technology to complex payroll business processes, NOVAtime brings a wealth of knowledge that will guide the implementation and result in maximum return on investment. The Project Team will work with the District to develop a thorough and comprehensive plan that addresses all goals for technology, processes, and cost-reduction, and by using the SurePath™ approach, NOVAtime will address all tasks—prior to beginning the implementation. This includes responsibilities from initial project planning, all the way through to the transition to ongoing support. NOVAtime will also provide key criteria and milestones that will define the success of each stage and indicate preparation for the next stage activities.

NOVAtime takes responsibility as a partner and ensures that all requirements are understood before beginning the project. The project management approach emphasizes close supervision of project activities with long range views of risks, in order to forecast accurate time and cost performances. NOVAtime maintains a specific focus on identifying and classifying these risks to project time and targets, and the NOVAtime Project Team takes a proactive approach to acting on this information. The following pages provide further details about the NOVAtime SurePath™ Project Management policies.

SurePath™ Project Management Policies

Below is a summarized overview of the SurePath™ Project Management policies, established for the management of all internal and external NOVAtime projects.

Requirements and Change Management Policy

All NOVAtime projects must include a well-defined problem statement, with well-defined business and technical requirements that assure NOVAtime 5000 satisfies business needs. Requirements must be thoroughly documented and understood by the project team. Changes to requirements must be managed throughout the life of the project.

Implementation guidelines:

Requirements definition is one of the most crucial steps in the process of creating a project. With well-defined requirements, managers are able to plan the project, developers and integrators know what to build, and clients know what to expect. Establishing requirements allows NOVAtime to validate that the system satisfies the needs of the client organization. The project manager is responsible for ensuring that technical requirements are defined, and the program or business manager is responsible for ensuring that the business/operational requirements are met.

Project Planning Policy

Each project manager must develop, maintain, and follow a written plan that defines project goals, processes, and resource estimates (in terms of schedule, cost, and development). The project plan must be updated throughout the life of the project to accurately reflect the most current plan.

Implementation guidelines:

Project planning defines the work and describes how the tasks will be executed. Planning begins with the definition of the specific work to be performed and other constraints and goals that define/bind the project. The planning process includes the necessary steps to estimate the size of a project, the technological scope of the effort, and the resources required to complete the project.

The planning process results in the production of a schedule, identification/assessment of risks, and negotiation of commitments. Repetition of these steps is necessary to establish the project plan and ensure buy-in by those responsible for the project. In a typical project, several iterations of the planning process are performed before a plan is actually completed.

Project Tracking Policy

Project managers are required to continuously track and monitor the progress of a NOVAtime project against the project plan. Once a project has advanced to the execution stage of performance, a project team and the necessary resources shall be in place, ready to perform, and the project plan shall have been developed and baselined. The project manager is responsible for implementing the project tracking policy.

Implementation guidelines:

During the implementation stage, the focus shifts from the discovery to participation and observation to ensure that the plan is being successfully executed. The project plan serves as the basis for the project's monitoring, controlling, and reporting activities. By following the plan and gathering relevant data for status meetings and reports, information will be available for accurate and early identification of issues and minimization of project risks. This will also provide information to monitor, control, and report on the progress of the project.

Configuration Management Policy

Configuration Management (CM) must be performed on NOVAtime projects in accordance with organizational (and client) established CM procedures, ensuring that controlled and stable baselines are established for planning, managing, and building the NOVAtime 5000 solution. As a part of this process, the integrity of the system's configuration is controlled over time, and the status/content of the baselines are known.

Implementation Guidelines:

Configuration Management is a formal discipline that provides developers and users with the methods and tools to identify the product developed, establish baselines, control changes to baselines, record and track status, and audit the product.

During the planning process, the procedures and required resources for CM are defined and the control items to be tracked are identified. The goals of configuration management planning are:

- Explicitly assign authority and responsibility for CM for the project.
- Ensure that CM is implemented throughout the project's lifecycle by setting standards, procedures, and guidelines that are produced and distributed to the full project team.
- Ensure that CM has a repository for storing configuration items and associated CM records.
- Ensure that reviews of baselines and CM activities occur on a regular basis.
- Ensure that changes are controlled and that the impact of changes on the hardware and software configuration is understood prior to approving a change.

Risk Management Policy

Issues and risks associated with NOVAtime projects must be identified, analyzed, and prioritized. Identified risks must be controlled through the process of project planning and monitoring. Risk identification and management is an integrated component of project management and must be continuously assessed and analyzed during the life of a project. When significant risks are identified for a project, a risk manager should be assigned to assist the project manager in risk management.

Implementation guidelines:

A "risk" is any factor that may potentially interfere with successful completion of the project. The existence of risk is not to be considered a bad thing. The absence of risk analysis and mitigation measures, however, should present concern, as every project has risks. The challenge is to fully identify existing risks and invest in a solution that mitigates such risks.

Controlling a project during the performance lifecycle stages requires an established risk management process that is unique to the project. Risk management deals with the following stages:

- Risk identification
- Risk analysis and quantification
- Risk mitigation planning
- Risk response

The risk management plan documents the procedures that will be used to manage risk throughout the project. In addition to documenting the results of the risk identification and analysis stages, the plan designates who is responsible for managing various areas of risk, as well as how risks will be tracked, how contingency plans will be implemented, and how reserves will be allocated to handle risks.

Risk assessment is used as a tool in project oversight. NOVAtime has adopted a Risk Assessment Matrix (RAM) tool to assist teams and departments to assess the risk of a project quickly and in an automated fashion. The RAM must be completed on all NOVAtime projects and submitted to executive management, the project steering committees, and/or the client management team.

Project Close-Out Policy

IT projects must follow a project close-out process upon completion of the project. Completion occurs when project objectives have been met and users have reviewed and accepted the system. The process includes a Post-Implementation Evaluation Review (PIER) report that serves to record lessons learned, while also archiving project records based on organizationally-defined requirements.

Implementation guidelines:

The key elements associated with project close-out include the following:

- Re-disbursement of resources;
- Completion and archiving of project records;
- Documentation of the success and issues associated with the project;
- Acknowledging success of the project and conducting a session to review the lessons learned.

The purpose of conducting a formal project close-out is to document lessons learned. This means that problems encountered by the project team must be openly presented so that processes can be improved to eliminate the cause of the problems in the future. It is important that the discussion does not merely point to an external cause, as responsibility for problem areas should be discussed thoroughly. It is helpful to conduct an interactive session in which lessons learned can be compiled.

Summary information about the project should be collected and archived based on organizationally-defined procedures. Typical information that is archived includes the following:

- Description of the project;
- Project organization chart;
- Budgeted and actual cost;
- Budgeted and actual schedule;
- Assumptions associated with project values and changes;
- Project close-out report.

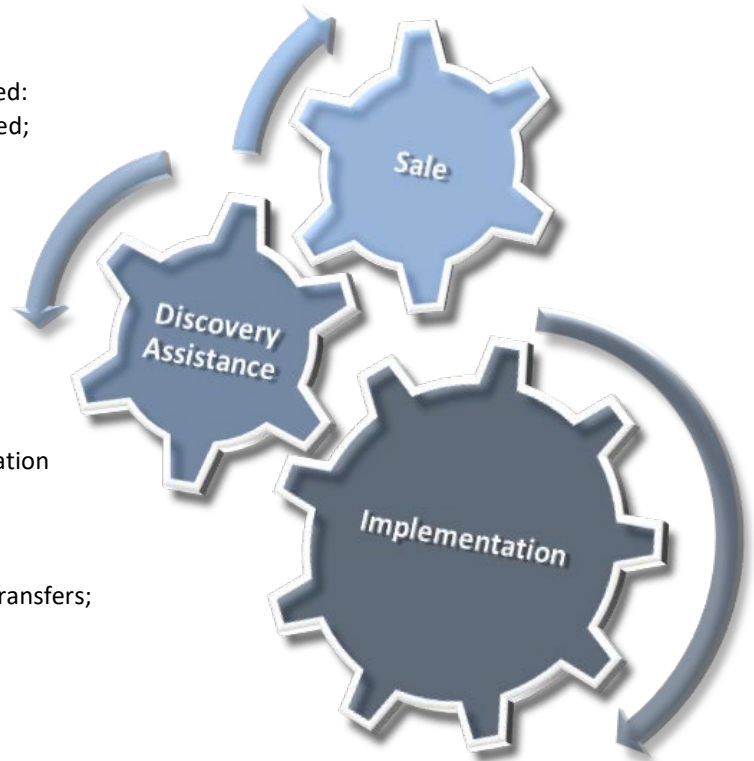
Project Guidance & Discovery Analysis Process

In order to achieve the smoothest transition from sales to implementation, NOVAtime emphasizes the importance of the District having a consistent NOVAtime contact throughout each step of the process, guiding your organization through the transition to full use of NOVAtime 5000. NOVAtime's sales team does not simply complete the sale and pass the entire project on to the implementation team. Instead, the District will be assisted by the same Senior Application Specialist who was engaged in the pre-sales process and solution demonstrations. NOVAtime believes that the best people to initiate the implementation process are those who were involved in the sale and have already become familiar with the project requirements.

Furthermore, as part of the SurePath™ implementation process, NOVAtime offers the next level of services with Project Guidance and Discovery Analysis assistance. This includes the Kickoff Meeting that will take place at the District's earliest convenience, following the submission of necessary documentation. During this meeting, NOVAtime and the District will review key elements of the implementation process.

The Kickoff Meeting aims to accomplish the following, as needed:

- Review business requirements that the District has compiled;
- Identify and plan for key challenges;
- Review timelines and create a detailed project plan;
- Plan for expected go-live dates;
- Familiarize the District with the staged approach to implementation;
- Prepare staff and team members for engagement in the implementation process;
- Review training options and establish the District's preferences;
- Identify the immediate next steps required for implementation to begin;
- Document and organize pay rules;
- Establish data collection methods and requirements;
- Review payroll interface requirements and required data transfers;
- Begin compiling user list and department distinctions;
- Identify initial implementation groups and order;
- Create an initial employee load (Excel, CSV);
- Identify weekly status meeting dates/times and goals.



Following the Kickoff Meeting, the Senior Applications Specialist will assist the District in completing the analysis documentation that will provide the data needed by the implementation team. If further demonstrations of the NOVAtime 5000 solution are needed, they will be completed during this review period. The Senior Application Specialist will be able to provide additional insight into the functionality of the system and assist in change management if required.

Upon completion of the review period, the information prepared will be delivered to the implementation consultant who will then complete the process through the established SurePath™ Implementation Methodology. The Senior Application Specialist will remain in contact with the District throughout this process, aiding in the continuation of the project and maintaining consistency as the NOVAtime 5000 system is being implemented.

SurePath™ Implementation Timeline

NOVAtime recognizes that workforce management projects can be delayed when a “big bang” approach is used, as unforeseen issues are likely to occur, which can add stresses to the implementation and lead to missed deadlines. With a steady, well-planned project plan in place, NOVAtime’s SurePath™ Implementation Methodology timeline incorporates time allocation to properly address any possible issues that may arise. NOVAtime has learned that an incremental implementation approach of four to six months is the most effective timeline for any organization’s new workforce management system, regardless of complexity or size.

Stage I: Initiate & Assess // Finalize the Blue Print // 1st Month - 60 hours



- Meet with the District’s project sponsor, technical manager, and program manager to review the plan.
- Revise the plan based on input and have a final signoff by all with approval to proceed.
- During this stage, the Program Office will be introduced, and project controls such as status reporting, communication plans, change management, issue

Stage II: Plan Details // Load the Server // 2nd Month - 40 hours



- Complete a gap analysis between planned functionality and current limitations.
- Once the gaps have been identified, the NOVAtime team can confidently provide a seamless delivery of services and functionality requirements.
- Load NOVAtime software on the District’s server(s).
- Software is tested to ensure proper functionality and accessibility. Infrastructure procurement may be needed depending on the technology gap analysis.
- This stage also focuses on building the initial design documents as well as beginning the initial training plan and introducing key users to the solution. These activities provide the framework for ongoing project support and deployment.

Stage III: Design and Build // Lay the Foundation // 2nd Month - 80 hours



- Continued training will take place with the District’s employees who are part of the project. This includes the Technical Lead, Technical Architect, Technical Support staff, and Trainers from the Comptroller’s Help Desk.
- This stage focuses on the core configuration and staging of the Time and Attendance system; including pay codes and tables, payroll rules, system levels, group codes, accrual codes, and holidays.
- Initial build and testing of the system interfaces will be completed during this stage to allow the first employee and schedule for the District to be created.
- Payroll field mapping will also be completed during this stage. Once this stage is completed, an operational staging system will be active and ready for the testing stage.

Stage IV: Test and Accept // Verify the Construction // 2nd – 3rd Month - 40 hours



- NOVAtime will develop a detailed testing plan, including unit and user acceptance testing. This testing identifies further staging and updates as needed.
- The initial deployment group activity is included as part of this stage. These groups are selected as lower risk deployments and help the project teams refine the overall approach for further deployment groups. Once completed with these deployment groups, the project team can then update the work plan and formalize the remaining deployment schedule.
- Training continues across this stage to accommodate various user groups.

Stage V: Deploy // Rollout the Product // 3rd – 4th Month - 100 hours



- Implementation by department will include the following steps:

- Meet with business lead and users for department to design specific department plan;	- Interface with other software utilized by department;
- Ensure department pay tables are properly loaded and functional;	- Train payroll personnel;
- Load department personnel data / refresh from HR system;	- Train end-user supervisors;
- Load schedule templates as needed;	- Perform end-user self-training;
- Connect clocks to system;	- Parallel activity with legacy system;
	- Ongoing issue remediation;
	- Departmental and steering committee review.

Stage VI (Final Stage): Support Transition // Post Implementation Review // Ongoing - 20 hours



- NOVAtime follows a process for review of each deployment by conducting a Post Implementation Evaluation Review, or PIER report. These reports identify all lessons learned, issues, and processes that may be enhanced for future deployments. During the PIER session, updated documentation is also committed to the project library for future review.

Implementation Skill Sets & Resource Requirements

Each stage of the implementation will require specific skill sets and resources. The District will need payroll professionals with clear understanding of your organization's pay policies, as well as a desire to understand how the NOVAtime 5000 system's functionality addresses your pay practices. User familiarity with Microsoft products would also be beneficial, though NOVAtime will provide necessary training to ensure that the District system users are comfortable and confident using the NOVAtime 5000 platform.

Estimated staffing requirements set forth by the SurePath™ Implementation Methodology are provided below. As each project is unique, specific needs of the District's project may vary slightly. In such an event, NOVAtime will document and provide updated information prior to beginning the implementation. It is important to note that functional task groups may be moved or reprioritized based on feedback from your organization and further assessment of the project environment by NOVAtime.

Estimated requirements for the District resources (based on daily FTE):

	Stage I	Stage II	Stage III	Stage IV	Stage V	Stage VI	Estimated labor % (in active stages)
Steering Committee							5%
Executive Sponsors							5-10%
Project Manager							75-100%
Functional Core Team							25-50%
Subject Matter Experts							10-25%
Technical Team							variable

Steering Committee

- Meet periodically (recommended monthly) or at key milestones / stage completion;
- Monitor the progress of the project;
- Make decisions regarding alternative approaches & priorities;
- Resolve policy issues.

Executive Sponsors

- Focus on business strategy;
- Establish project guidelines;
- Monitor & report project performance;
- Direct policy & procedures;
- Assist in issue resolution.

Project Manager

- Act as liaisons to resolve business issues & information system strategy issues;
- Provide leadership & counsel to the Functional Core Team;
- Direct solutions to business goals;
- Coordinate & assign tasks;
- Identify & allocate resources;
- Measure performance & progress.

Functional Core Team

- Consult with SME's;
- Document all requirements;
- Document all transactions flows;
- Challenge current procedures;
- Log issues & resolutions;
- Assist in testing of interfaces & reports.

Subject Matter Experts

- Work with Functional Core Team;
- Consult with end-users;
- Work with end-users to facilitate solutions that address expectations;
- Provide information to end-users;
- Assist in testing.

Technical Team

- Manage completion of all technical project deliverables;
- Work with project manager to complete the technical requirements planning;
- Manage technical scope and resources;
- Manage hardware installation;
- Manage network setup/design;
- Manage interface requirements (external apps).

Training Program

NOVAtime understands that training provides the foundation for successful implementations and, therefore, training is leveraged heavily throughout the framework of the SurePath™ Implementation Methodology. An initial training plan template will be created during the implementation to identify user groups versus functional needs, as well as a plan for providing ongoing education services. During complex implementations, training activities typically run parallel with other task groups and stages throughout the life of the project. Current regular courses include the following. Custom training sessions may be set up if necessary.

Introduction to the Solution

The introductory sessions allow various departments and lines of business to become familiar with functionality, IT requirements, and ongoing support. This training course supports up to 25 end-users or administrators. These sessions are scheduled based on departmental functions (e.g. IT, payroll, etc.) and are intended to provide the framework necessary to begin working with the NOVAtime project team, without “ramp-up” time for key project members.

Train the Trainer

Train the Trainer sessions usually take place across 2 days, focusing on specific functional areas for a group of users. The course is limited to 2-25 users per session, in order to maintain an ideal class size. The methodology behind the “Train the Trainer” sessions aims to create graduates with the ability to act as a resource for their own department, training new users that come on post-implementation and also helping to re-train existing users.

Web Training

These sessions are usually scheduled throughout the deployment as refresher courses. They are most often utilized near payroll parallel and testing timelines to cover tasks that are not generally completed on a daily basis, e.g. compiling payroll for processing. These sessions typically last 1-2 hours in length and participation may be limited to 25 users for ease of use in the virtual environment.

Technical Training

This annual session is held for all technical personnel who are primary users of the system. The training will provide details covering updates in the structure of the software and interface language, as well as external software and hardware updates, ensuring that users are up to date on the most current technology offered by NOVAtime. During these annual sessions NOVAtime will discuss any system changes that have occurred and changes that will be taking place in the near future, if applicable. Mini-sessions may occur during the year, via webinars, as necessary.

NOVAtime’s SurePath™ Implementation Methodology utilizes web-based training to eliminate the need for the District’s staff to travel to off-site training facilities, also ensuring deliverables and environmental consistency for the District’s system users.

Following implementation, NOVAtime’s business model allows NOVAtime to provide unlimited online and remote training for as long as the District is a NOVAtime client. This is especially helpful if personnel changes occur, or if the District begin to use new features and functionality in your system. In the meantime, NOVAtime’s “Train the Trainer” approach creates a network of knowledgeable individuals within your organization able to help other employees with day-to-day tasks and functionality of the system.

Additionally, NOVAtime provides a full range of documentation, including system manuals, quick reference guides, installation procedures, and a complete online resource library. Once the implementation is complete, the District’s staff will be directed to the NOVAtime Support Department, which will provide ongoing support and education for your organization’s use.

References

NOVAtime Web-Based System

October 31, 2018

Ms. Sandi Amsler
Beaufort County School District
2900 Mink Point Blvd
Beaufort, SC 29902

Dear Ms. Amsler:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely,

Jamie Blundell

Jamie Blundell
Director Public Sector
NOVAtime Technology Inc.

The following pages contain five references that have been installed within the last 24 months.

Financial Stability

Financial Stability: Each Offeror must provide their audited end of year financial reports for the last three (3) fiscal years. The financial statements should indicate a positive cash flow for three (3) years.

As a private company, NOVAtime is able to provide audited financial reports upon execution of a non-disclosure agreement or prior to an award. In the meantime, please see the following page for a ***Financial Overview Letter***, providing a snapshot of key financial metrics at NOVAtime.

Objections

All objections, exceptions and observations regarding the specified Services and requirements collated in a separate document with regards to specific Section to which the offeror objects, takes exception(s), or provide(s) observation

NOVAtime is not taking any objections or exceptions at this time.

Required Forms

Offeror should submit all other information and documents requested in this part and in parts 2.1 - Special Instructions; 3.0 - Scope of Work; 5.0 - Qualifications; 8.0 - Bidding Schedule/Price Proposal; and any appropriate attachments addressed in section 9.0 - Attachments to Solicitations.

NOVAtime agrees to Section 2.1 SPECIAL INSTRUCTIONS, including the background checks.

NOVAtime agrees to Section 3.0 SCOPE OF WORK/SPECIFICATIONS.

Section 5.0 QUALIFICATIONS is detailed below.

Section 8.0 BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL is submitted in a separate sealed envelope per RFP instructions.

Section 9.0 ATTACHMENTS TO SOLICITATION is completed, signed, and included at the end of this **Required Forms** section.

5.0 QUALIFICATIONS:

5.0.1 QUALIFICATIONS OF OFFEROR:

To be eligible for award of a contract, a prospective Contractor must be responsible. In evaluating an Offeror's responsibility, the BCSD Standards of Responsibility and information from any other source may be considered. An Offeror must, upon request of the BCSD, furnish satisfactory evidence of its ability to meet all contractual requirements. Unreasonable failure to supply information promptly in connection with a responsibility inquiry may be grounds for determining that you are ineligible to receive an award.

NOVAtime acknowledges and accepts this requirement.

5.1. QUALIFICATIONS – REQUIRED INFORMATION (MAR 2015):

Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

Proposers must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be on a separate sheet marked "Exceptions" and clearly detailed in proposer's response.

- a) The general history and experience of the business in providing work of similar size and scope. Five (5) year minimum.*

NOVAtime was founded in 1999 with a sole focus on Workforce Management / Time & Attendance solutions. This means that all of our research and development is invested into time, attendance, accruals, leave, and scheduling, the areas that you are focusing on when choosing a solution vendor, which is the reason NOVAtime is a leader in this industry.

NOVAtime has extensive experience, providing services to over 20,000 customers, including many clients of similar size and scope to the District. Additionally, all NOVAtime Project Team members are experienced professionals with extensive knowledge in the industry and a record of providing exceptional customer service.

NOVAtime develops, implements, and supports our own product, without the use of subcontractors. 100% of the scope of work will be performed by direct employees of NOVAtime.

- b) Information reflecting the current financial position. Include the most current audited financial statement and audited financial statements for the last three (3) fiscal years.*

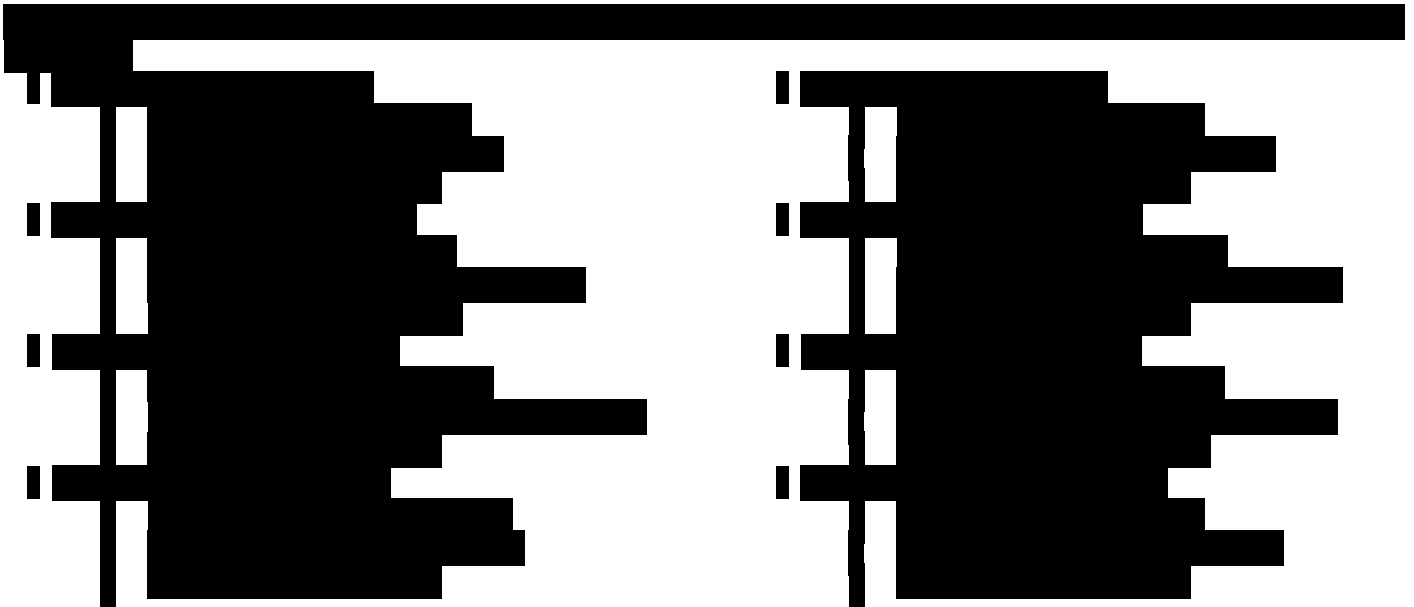
As a private company, NOVAtime is able to provide audited financial reports upon execution of a non-disclosure agreement or prior to an award. In the meantime, please see the "Financial Stability" section for a **Financial Overview Letter**, providing a snapshot of key financial metrics at NOVAtime.

- c) *A detailed, narrative statement listing the three (3) most recent, comparable contracts (including contact information) which have been performed.*



The table content is completely redacted with black boxes.

- d) *A list of similar projects for which Offeror has performed, at any time during the past three (3) years, services substantially similar to those sought with this solicitation. Err on the side of inclusion; by submitting an Offer, Offeror represents that the list is complete. School District experience is desired.*



The table content is completely redacted with black boxes.

- e) *Must have a clear understanding of industry standards and best practices.*

NOVAtime's sole focus is on Workforce Management / Time & Attendance solutions so we have a complete understanding and extensive experience with industry standards and best practices from development and implementation through to ongoing support.

- f) *Offeror shall provide with their proposal copies of all appropriate certifications, licenses and permits, as well as evidence to support the documentation.*

Please see the following pages for NOVAtime's **Business License** and **Certificate of Status**.

NOVAtime is also SSAE 18 Type II certified; due to report length, NOVAtime can provide this upon request.

CITY OF RANCHO CUCAMONGA • Business Certificate

The person, firm, or corporation named below is granted this business certificate pursuant to the provisions of the City Business License and Tax Ordinances. Issuance of certificate is not an endorsement nor certification of compliance with other ordinances or laws. This certificate is not transferable and is not subject to refund. (909) 919-2948

BUSINESS NAME: Novatime Technology Inc.

Business License No.: 075446

BUSINESS LOCATION: 9680 HAVEN AVE #200/300
RANCHO CUCAMONGA, CA 91730

Expiration Date: October 31, 2019

BUSINESS OWNER(S): Brian Provost
Peter Goepfrich

Description:
Workforce Management Solutions

NOVATIME TECHNOLOGY INC.
9680 HAVEN AVE #200/300
RANCHO CUCAMONGA, CA 91730



TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CITY OF
RANCHO CUCAMONGA
10500 Civic Center Drive
Rancho Cucamonga, CA 91729

TAX RECEIPT NO. Livia Payne

DATE 10/1/2018

Stub may be folded under



RECEIPT ONLY
DO NOT REMIT PAYMENT

Total Paid: \$140.03

MUNICIPAL CODE SEC. 21

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

NOVATIME TECHNOLOGY INC.

FILE NUMBER: C2149149
FORMATION DATE: 10/20/1999
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of July 26, 2018.

ALEX PADILLA
Secretary of State

- g) *Must have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of South Carolina, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the District shall be followed with respect to the contract.*

NOVAtime acknowledges and agrees to this requirement.

- h) *List of failed projects, suspensions, debarments, and significant litigation.*

NOVAtime has never had a failed project or any suspensions, debarments, or significant litigation.

- i) *List of at least five (5) references of similar projects for these services.*



- j) *Pictures showing implementation of vendor's equipment/solution.*

Please see the **Additional Information** section for pictures of the system and time clock. Pictures are included in the **NOVAtime 5000 Solution Overview** and **NT7000 Brochure**.

5.2 SUBCONTRACTOR IDENTIFICATION:

If you intend to subcontract with another business for any portion of the work and that portion exceeds 10% of your price, your offer must identify that business and the portion of work that they are to perform. Identify potential Subcontractors by providing the business' name, address, phone, taxpayer identification number, and point of contact. In determining your responsibility, the BCSD may evaluate your proposed Subcontractors

NOVAtime develops, implements, and supports our own product, without the use of subcontractors. 100% of the scope of work will be performed by direct employees of NOVAtime.

Section 9.0 Attachments to Solicitation

9.0 ATTACHMENTS TO SOLICITATION

MINORITY AND WOMAN BUSINESS ENTERPRISE POLICY AND REQUIREMENTS:

Mission of the Beaufort County School District Board of Education:
To serve the community by providing the opportunity for each student to receive a highly effective education

Statement of Policy

It is the policy of the Beaufort County School District that discrimination against businesses on the basis of race, color, national origin, and gender is prohibited. No person shall be denied the benefit of, or otherwise discriminated against, on the grounds of race, color, national origin or gender in connection with the award and/or performance of any contract or modification of a contract between a vender or contractor and the Board which contract is paid or is to be paid for, in whole or part, with monetary appropriations of the Board. Further, it is the policy of BCSD to encourage and promote on an inclusionary basis contracting opportunities for all business, without regard to race, color, national origin or gender. It is expected that all firms seeking to do business with the Beaufort County School District will comply with this BCSD policy.

W/MBE Compliance

Potential bidders must demonstrate their process for contracting or utilizing businesses as subcontractors or suppliers for work on projects undertaken is open to businesses regardless of race, gender or ethnicity, by fulfilling one (1) of three (3) alternative eligible bidder categories.

1. Documentation of prior M/WBE on projects undertaken in South Carolina during the previous two (2) years at the level of availability.
2. Documentation of prior good faith outreach efforts on all projects undertaken in South Carolina during the previous two (2) years.
3. Commitment to future good faith outreach efforts in all projects undertaken in South Carolina.

On eligible projects that equal or exceed five million dollars in value, potential bidders are required to make a good faith effort to enter into a joint venture or Mentor/Protégé arrangement at the prime contractor level which includes at least one (1) certified minority- and/or woman-owned firm.

- Companies involved in joint venture Mentor/Protégé arrangements must be of a different race or gender ownership.
- Each eligible bidder shall submit with each bid submission on an eligible contract:
 1. A complete and signed subcontractor plan. Eligible bidders who submit bid proposals which fail to utilize minority- and/or woman-owned business enterprises at a level consistent with availability, must submit documentation

- detailing their “good faith outreach efforts” to utilize minority- and/or woman owned firms.
2. Written documentation demonstrating the eligible bidder’s good faith efforts to identify, contract with, or utilize businesses, including certified M/WBEs, as sub-contractors or suppliers on the eligible project.
- Acceptable good faith effort documentation:
 1. The eligible bidder contacted the District Purchasing and Contract Compliance Offices, other private sector and government entities, or M/WBEs organizations, to identify available businesses to work on the eligible bidder project, including minority-and Woman-owned firms.
 2. The eligible bidder placed notices of opportunity for minority-and woman-owned firms to perform subcontracting work on the eligible project in newspapers, trade journals and other relevant publications specifically targeted to M/WBEs, or communicated such notices or opportunities via the Internet or by other available media means.
 3. The eligible bidder submitted invitations to bid for work on the eligible project to qualified businesses, including minority-and woman-owned firms.
 4. The eligible bidder included in such notices and invitations, a full disclosure of the criteria upon which bids, proposals or quotes would be evaluated, and also included contact information for inquiries, submissions, or requests to review any necessary bid documents.
 5. The eligible bidder promptly responded to inquiries, provided necessary physical access and time for all interested businesses to fully review all necessary bid documents, and otherwise provided information, access and time to allow all interested businesses to prepare bids and quotes, regardless of race, gender or ethnicity.
 6. The eligible bidder considered, hired, or otherwise utilized qualified and available businesses for an eligible project, including minority-and Woman-owned firms.
 7. For each business which contacted or was contacted by the eligible bidder regarding sub-contracting or services on the eligible project, the eligible bidder shall maintain all written documents reflecting such contact, including bids, quotes and proposals.

Subcontractor Participation

Beaufort County School District, through its contract documents, encourages contractors to utilize minority subcontractors on their projects.

A prime contractor must identify M/WBE utilization expenditures to certified M/WBE subcontractors that perform a commercially useful function in the work of the contract. An M/WBE subcontractor is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work of a contract for which the MBE or WBE has the skill and expertise and carries out its responsibilities by actually performing, managing and supervising the work involved.

Business Utilization Report

In order to facilitate an effective monitoring system, each contractor, bidder or offeror must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of the M/WBE and majority owned businesses, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with BCSD. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

Business Enterprise Utilization Report

List all vendors/subcontractors to be used on this project. All MBEs or WBEs proposed for utilization on this project must be certified by the Small and Minority Business Assistance Office through the State of South Carolina according to the criteria of the Beaufort County School District's Minority Business Enterprise Plan prior to utilization on this project.

In column 2 below, please specify ethnic/racial/gender group as follows:

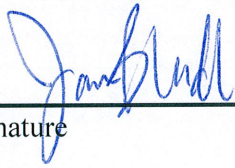
- AABE – African-American Business Enterprise
- HBE – Hispanic Business Enterprise
- ABE – Asian-American Business Enterprise
- WBE – Woman Business Enterprise

<u>Sub-Contractor Name</u>	<u>Gender Group</u>	<u>Address</u>	<u>Phone #</u>	<u>Other</u>	<u>E-Mail</u>
N/A	N/A	N/A	N/A	N/A	N/A

NOVAtime will not be utilizing subcontractors. 100% of the scope of work will be performed by direct employees of NOVAtime.

Statement of Intent

We, the undersigned have prepared and submitted all the documents required for this project. We have prepared these documents with a full understanding of the Beaufort County School District's goal to ensure equal opportunities in the proposed work to be undertaken in performance of this project. Specifically, the BCSD seeks to encourage and promote on an inclusionary basis contracting opportunities without regard to the race, gender, national origin or ethnicity of the ownership or management of any business and that it is an equal opportunity employer and contracting entity. We certify that the representations contained in the Minority/Woman Business Enterprise (M/WBE) Utilization Report, which we have submitted with this solicitation, are true and correct as of this date. We commit to undertake this contract with the Minority/Woman Business Utilization Report we have submitted, and to comply with all non-discrimination provisions of the Minority/Woman Business Enterprise Program in the performance of this contract.



Signature

10/24/2018

Date

Name: Jamie Blundell

Title: Director, Public Sector

Project: Time Clock System

4.1

[illegible]

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Additional Information

The following pages contain information that is referenced throughout NOVAtime's response. The items listed below are included on the following pages.

- NOVAtime 5000 Solution Overview
- NT7000 Brochure

NOVAtime 5000 Solution Overview

NOVAtime Technology, Inc. is a software development company that created the web-based NOVAtime 5000 platform and all previous NOVAtime products. NOVAtime serves as a technological leader in the industry, as its strategy for success focuses on continued research and development of new technologies. NOVAtime strives to continuously improve its workforce management solutions and advance its product offerings—a result of the company’s determination to provide a well-rounded product with the ability to integrate with multiple applications (HRIS, Payroll, Finance, ERP, etc.). NOVAtime wants the District to have the best workforce management tool, in order to run efficiently throughout all departments. From an employee’s first punch, to a paycheck being issued, NOVAtime’s goal is to work with your organization to create a complete solution that is best suited for the District.

The NOVAtime 5000 application can be delivered as Software as a Service, a licensed model, or a hybrid solution, giving the District the option to choose the method most appropriate for your organization. The system is fully scalable to support time, attendance, leave, and scheduling as standard modules within a single database—all of which are completely integrated within the application. This means, as real-time hours affect the accruing of time off, balances will be calculated and displayed immediately, in real time.

NOVAtime 5000 also tracks a variety of data, including hours worked, attendance policies, accrual balances, leave taken, expense accounts, overtime, and more. The system is intuitive and user-friendly, making it easy to learn by any user type.

Additionally, NOVAtime 5000 is workflow enabled and can send notifications to supervisors via email or through the use of the customizable dashboard. Electronic communications are provided through secure, confidential communications—streamlining processes and operations, while eliminating the need for paper trails. SSL protocol provides authenticity of the NOVAtime 5000 database, but it also ensures privacy and data integrity through encryption. Firewalls and intrusion prevention systems are deployed to prevent unauthorized access, and the only data that can enter is SSL traffic. Furthermore, because the NOVAtime 5000 application is Plynt Certified, the District can be confident that all system data is secure.



Real-Time Management with Push Technology

Also known as “server push,” the term “push technology” refers to a type of data distribution that automatically delivers data in real time or at defined intervals. NOVAtime was one of the first to market with push technology, beginning in 2006, which now enables NOVAtime 5000 to operate in real time through the use of internet-based communication. When data is entered into the NOVAtime 5000 system through any data collection method, the NOVAtime server will automatically send the updated information to system users, without requiring the user to initiate a request for the update. In contrast, “pull technology” polls data and requires the system user to “refresh” or request an update in order to view the latest information. NOVAtime 5000 eliminates data polling through the use of push technology, providing system users with the most accurate and up-to-date employee data at all times, from any device.

Data Collection

Whether your employees use PC/web entry, badge swipe, or biometric identification, the process of collecting time punches becomes quick and easy with the use of NOVAtime 5000. The system supports multiple methods of time entry, and NOVAtime offers the greatest number of data collection options in the industry. This includes PC/web entry, telephone IVR, mobile apps for smartphones and tablets, portable PDA devices, and various time clock models that can verify employees via biometrics, key-in, proximity badges, and bar code cards. Additionally, all data collection hardware devices utilize push technology, providing your organization's management with access to real-time tracking of employee data and ultimately helping the District to better understand its labor situation.

Exception Tracking and Notification

NOVAtime 5000 is exception-based, from pay rules to shifts and schedules. Exceptions are defined and tracked at the employee level, and the system's notification engine will alert supervisors when exceptions occur. NOVAtime 5000 can display timesheet exceptions on a supervisor's user dashboard and the supervisor can also run exception reports. Additionally, the application features an Attendance Points System for effective management of attendance policies and pattern tracking. The Points System allows point values to be assigned to exceptions, e.g. tardiness, absences, and leaving early. Rules and threshold levels can be set up so that supervisors can view employees with the selected exception type meeting or exceeding the threshold. Once a threshold is reached, the system can automatically generate pre-configured HR documents that supervisors may review with their employees. The points system could also be used to reward employees for following attendance guidelines and/or perfect attendance.

Timesheet Editing & Approval

NOVAtime 5000 allows supervisors to review, edit, and approve assigned employees' timesheets, schedules, accrual, and labor costing information. Employee punches and attendance exceptions are displayed in SWS for quick corrections as needed. This eliminates the need for supervisors to review individual employee timesheets to find any mistakes, ultimately improving efficiency and allowing supervisors to spend more time performing other management tasks. Also, the system features an audit log in which all edits and adjustments are tracked (including who, what, where, and when), and because a note is required for every edit, the audit trail can prevent or resolve disputes over data changes.

Employee Management & Scheduling

NOVAtime 5000 features a complete scheduling feature that is designed to enable the creation and management of both permanent and temporary employee schedules. This provides supervisors with the ability to create a distinct point of reference for employee information, while providing the system with the expected start and end times of various work shifts. The system also features time saving additions, such as schedule copying/forwarding, budget analysis, group scheduling, departmental coverage, and schedule templates. NOVAtime 5000 is also able to import schedules from other programs, and the system provides multiple scheduling methods, including Smart Scheduling and an Advanced Schedule Manager (ASM) designed for public safety organizations, such as fire departments, police departments, and public works. Please see the **Scheduling Modules** section for more details on all of the innovative scheduling features of NOVAtime 5000.

Pay Rule Automation & Enforcement

Pay rules are parameter-driven and easy to setup, change, and track. NOVAtime 5000 enables up to twenty labor levels, each able to hold an unlimited amount of pay rule values, and the system will track any amount of transfers between the levels. The system also offers unlimited tracking of job and work assignments, recorded by pay code, and will easily report on these hours while transferring them to the appropriate accounts. The project tracking module supports an unlimited amount of codes that can be assigned to employee hours and pay rules. These may be defined by location, department, job, cost center, project, etc., and drop down menus and lockouts can be set up to enhance the usability of pay codes in the NOVAtime 5000 system.

[Additional information regarding pay rules is provided on the following page.]

NOVAtime 5000's Rule Setup feature is used to configure various rules that affect how employee time is calculated. This includes the following types of pay rules:

- Shift rules – scheduled start/end, meals, breaks, and premium parameters;
- Policy rules – pay period definitions, overtime, punch rounding rules, etc.;
- Holiday rules – paid hours, scheduled day before/after qualifiers, prorate hours based on historical hours worked, etc.;
- Accrual rules – vacation, sick time, PTO, etc.;
- Pay matrix rules – complex shift differential and premium rules;
- Point system rules – automation of attendance policies.

Reporting

NOVAtime 5000 features an internal report generator that includes over 100 report templates that are defined by business need and can be configured to the District's specific requirements. The powerful report generator allows system users to select the report output (PDF, Excel, RTF, HTML, or CSV), apply various filters, select column order, and utilize dynamic report sorting. Additionally, reports can be published and used by all system users, selected system users, or the report publisher only.

HR/Payroll Integration

NOVAtime Enterprise Web Services (NEWS) and RESTful Services make up the interface platform between NOVAtime 5000 and other products and solutions, supporting real-time data transfer between NOVAtime and third-party systems, such as HR, payroll, and ERP solutions. When employee information is added or updated in the external system, the data is automatically added or updated in NOVAtime, eliminating redundant data entry for the user. The SOAP-based NEWS platform and APIs used by RESTful Services offer data transportability and interoperability with virtually any system that can accept industry-standard messages, all without requiring firewall or router configuration.

NOVAtime takes vast measures to put its solutions and interface platforms through rigorous penetration testing, resulting in continued Plynt Application Security since 2008. As of today, NOVAtime has developed secure and seamless interfaces to over 300 HRIS, payroll, ERP, job tracking, scheduling, and accrual systems. New interfaces are built on a regular basis, and if NOVAtime does not have an existing interface to an application that the District is utilizing, the Research and Development department will be able to create an appropriate interface bridge in minimal time.

NOVApower Analytics™

ODATA links the NOVAtime Workforce Management / Time and Attendance solution to NOVApower Analytics, a dynamic visualization tool for workforce management data. This allows workforce data to be transformed into powerful, interactive, presentation-ready graphs and charts that are both visually impressive and extremely useful. Data can be retrieved, analyzed, transformed, and reported to generate intelligent insights for one of the largest business expenditures—employee work hours. NOVApower Analytics enables users to explore years' worth of data that can be generated on a schedule and distributed via email, helping businesses modify processes, practices, and policies with ease and efficiency.

Self-Service User Accounts

NOVAtime 5000 is web-based for all users, including payroll administrators, system administrators, supervisors, and employees. Self-service user accounts can be accessed through a PC via a standard web browser, as well as through selected time clocks, telephony, and the mobile app. The application provides three different types of user accounts, detailed in the following pages.

[Information regarding web services for administrators, supervisors, and employees is provided on the following pages.]

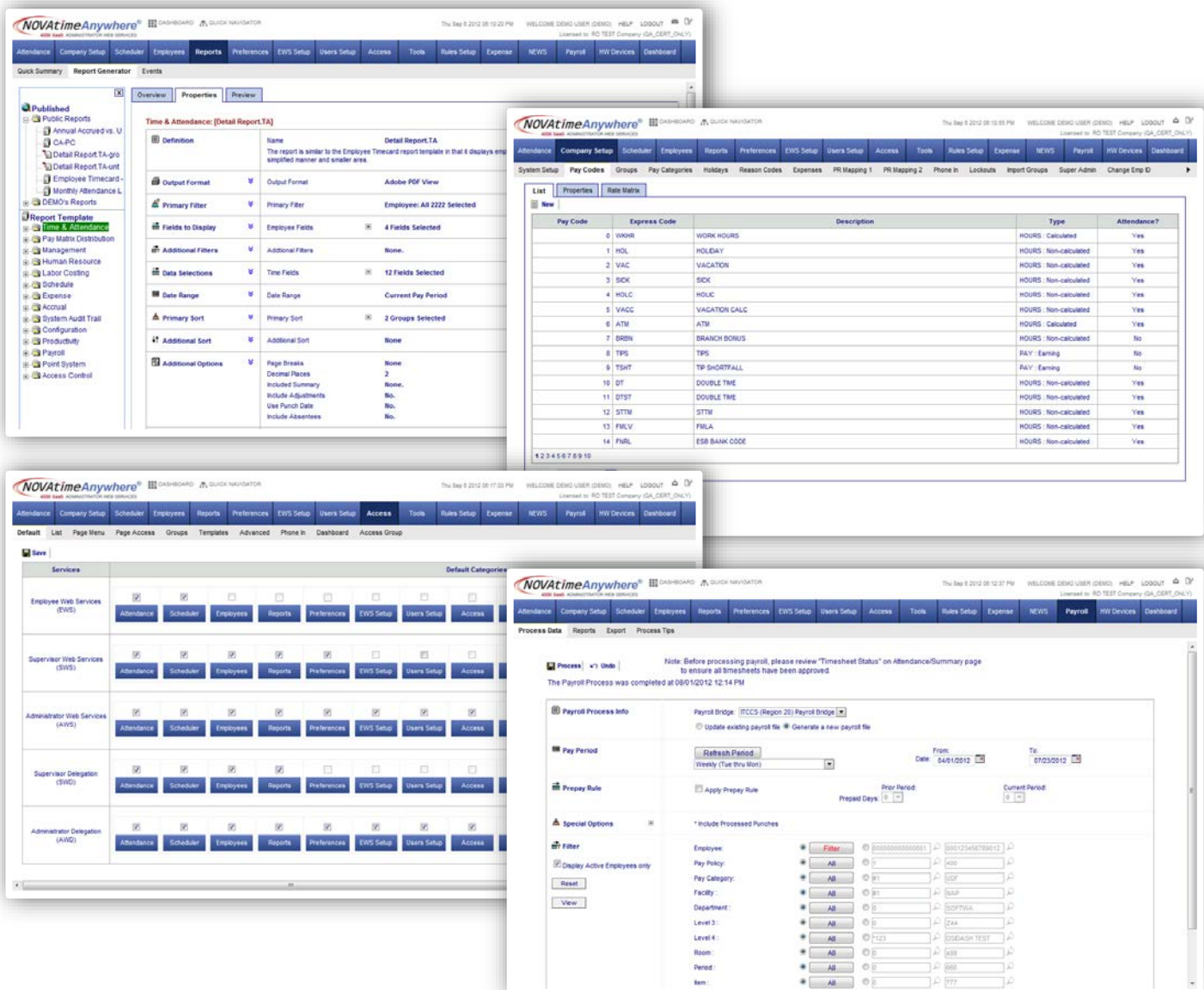
Administrator Web Services (AWS):

AWS enables system administrators to set up and manage the NOVAtime 5000 solution according to company requirements. The following features can be configured in AWS:

- Company-wide system parameters that control web access, report access, IP address restrictions, and email server identification;
- System-wide rules to control system function;
- Pay codes, pay rules, labor levels, etc.;
- User delegation that defines what type of access is granted (e.g. administrator, supervisor, employee);
- Security Access Groups that define what pages and features are enabled or disabled;
- Benefit accrual and point system rules;
- Data collection hardware;
- NOVAtime Enterprise Web Services (NEWS) for HTML data exchange with HR/Payroll systems.

AWS also enables payroll administrators to perform the following functions:

- Review and approve timesheets for payroll;
- Generate payroll reports;
- Process payroll with the ability to prepay employees based on their scheduled hours.



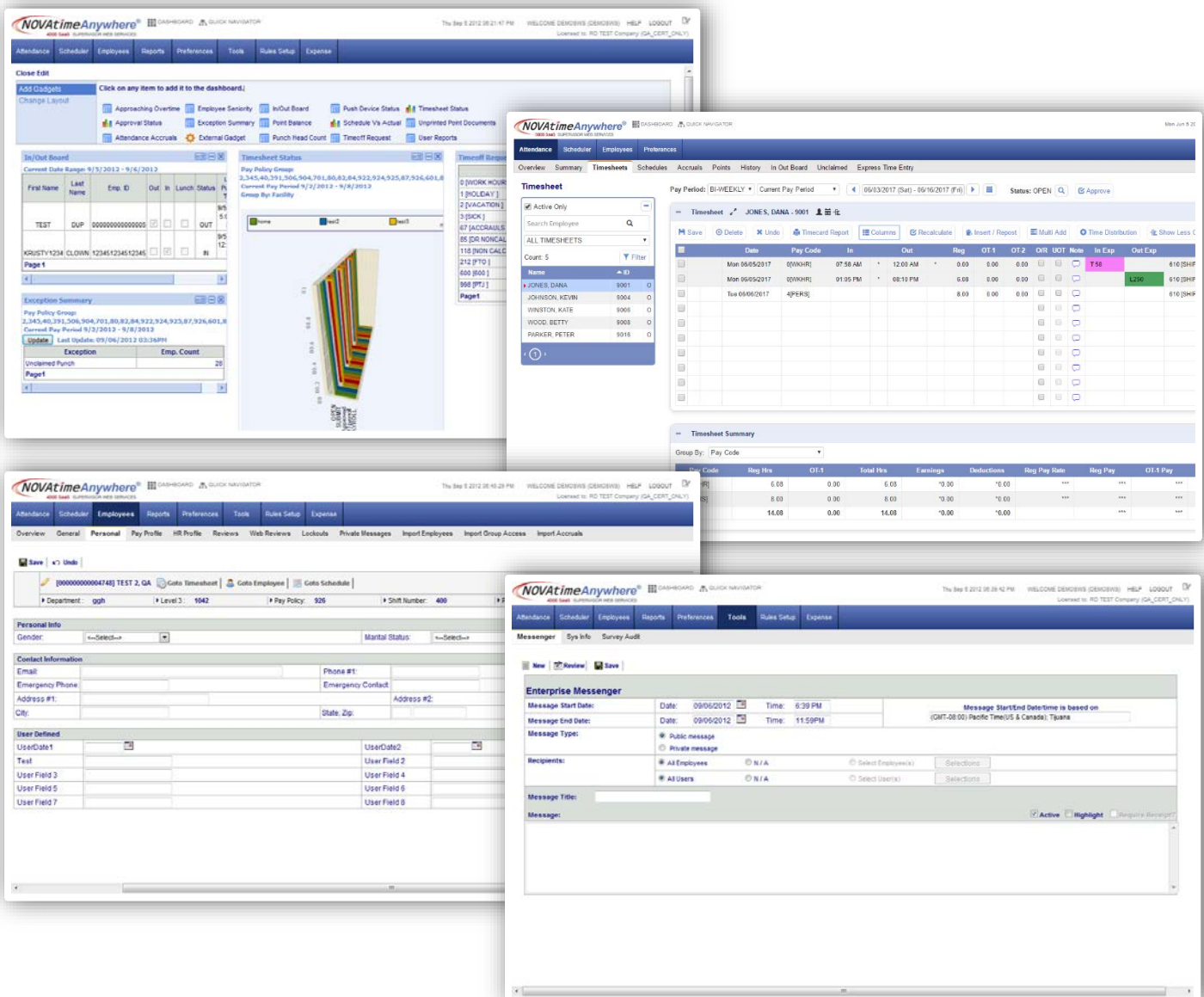
The screenshots illustrate the NOVAtimeAnywhere web application interface, which is used for managing system parameters and processing payroll. The interface includes a top navigation bar with tabs for Attendance, Company Setup, Scheduler, Employees, Reports, Preferences, EWS Setup, Users Setup, Access, Tools, Rules Setup, Expense, NEWS, Payroll, HW Devices, and Dashboard. A left sidebar provides a tree view of the application's structure, including sections like Published, Report Template, and various administrative tools.

The first screenshot shows the 'Time & Attendance: [Detail Report.TA]' page, which displays a list of employee time and attendance data. The second screenshot shows the 'Pay Codes' page, which lists various pay codes and their corresponding descriptions. The third screenshot shows the 'Services' page, which displays a list of services and their associated settings. The fourth screenshot shows the 'Payroll Process Info' page, which provides details about the payroll process, including the pay period, prepay rule, and special options.

Supervisor Web Services (SWS):

SWS provides supervisors with real-time information and features for accurate and efficient labor management. The system enables supervisors to perform the following functions:

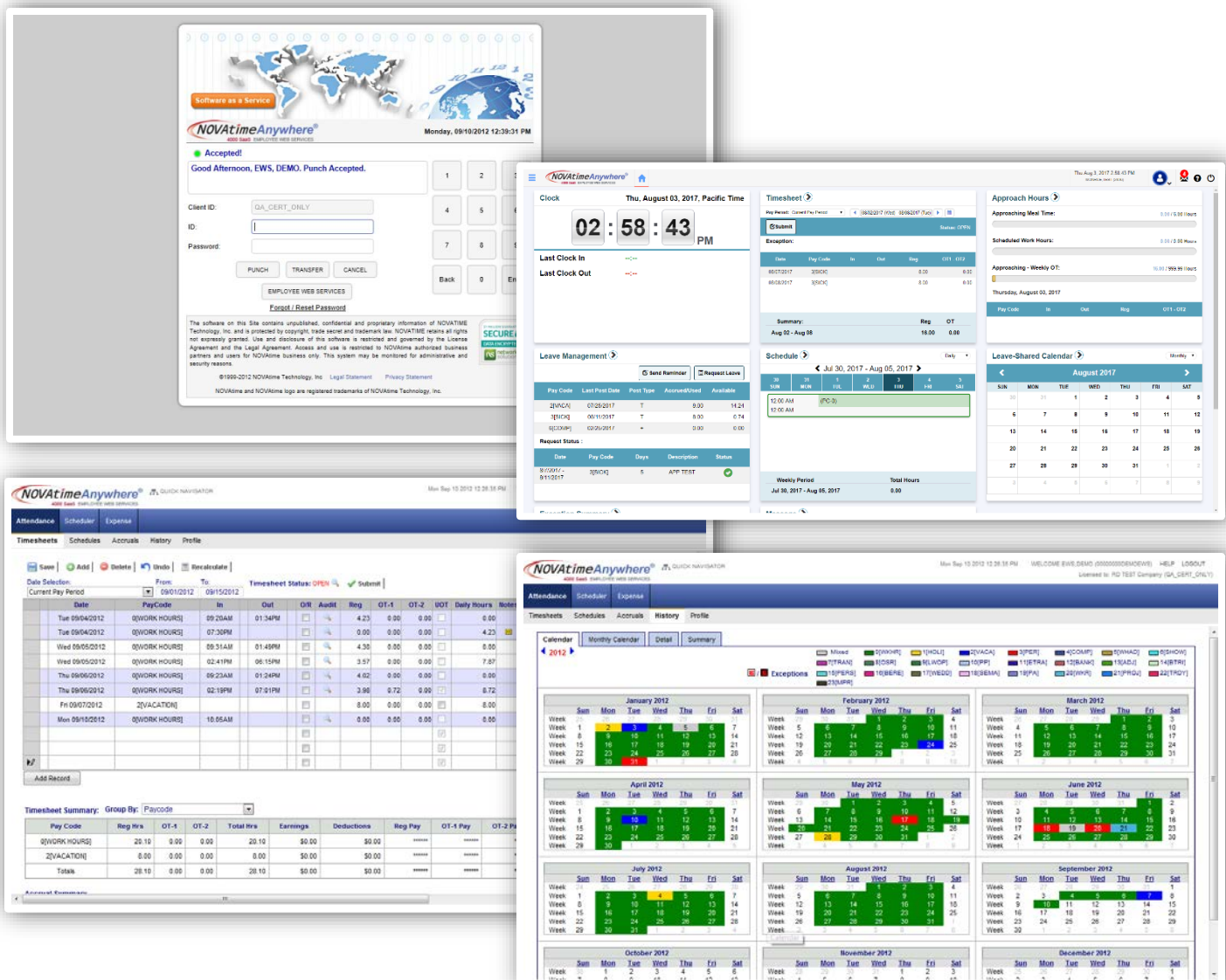
- Review, edit, and approve employee timesheets;
- Configure data fields included in the timesheet view;
- View summaries of timesheet information, as well as overall departmental cost and performance evaluation (including total hours and pay amounts sorted by pay type);
- Create new employee work schedules and view current and past schedules;
- View employees' timesheets, schedules, accruals, history, etc.;
- Review budget hours;
- Approve, decline, or cancel employee time-off requests;
- Review, approve, or reject expense submissions;
- Validate employee benefit accruals (including hours available and used for each accrual type);
- Review employee point system balances and points history;
- Configure and generate management reports.



Employee Web Services (EWS):

EWS enables employees to access their own time and attendance information online. The system will allow employees to perform the following functions:

- Punch IN/OUT and enter other timesheet data (e.g. job transfers, missing punches, etc.);
- View current and past pay periods' timesheets and employee data (e.g. summary of hours by type, earnings, deductions, etc.);
- View Point System summary;
- Sign and submit completed timesheets;
- View work schedules in various displays (e.g. summary view and calendar view for pay period or selected date range);
- View accrual information and balances by accrual type (e.g. hours earned, used, available, carried over, etc.);
- Submit time-off requests, including FMLA leave requests;
- View complete attendance history by week, month, year, or selected date range;
- View a detailed attendance summary for a selected date range;
- View and update personal profile information (e.g. email, phone number, address, emergency contact information, password, etc.);
- Add notes to time punches for supervisors to view.



Standard Scheduling

The NOVAtime 5000 Scheduler module enables the creation and management of both permanent and temporary employee schedules. The system supports unlimited definitions of shift schedules, assignments, patterns, and rotations, while offering time-saving additions, such as schedule copying and forwarding, budget analysis, group schedule features, departmental coverage, and group/personal templates.

Template Schedules

Templates are used to override assigned shift schedules for individual or multiple employees. The user-defined templates contain the pay code, department, start/end times, meal break minutes, and total scheduled hours. New templates can be easily created and saved for future use, and existing templates can be applied with just a few quick clicks.

Week Of: 06/24/2013 (Mon)-06/30/2013 (Sun)

☐ Multiple
 ☐ Save Templates
 ☐ Add / Maintain Templates
 ☐ Insert Templates

Clerk[07:30AM-04:00PM] (M30)	Personal Leave[2.00 Hours (07:00AM-09:00AM)]	Please insert template
Front Desk[11:00AM-07:00PM] (M30)	Clerk[07:00AM-02:00PM] (M60)	Please insert template
Personal Leave[2.00 Hours (02:00PM-04:00PM)]	Please insert template	Please insert template
Please insert template	Please insert template	Please insert template

Schedule: ☐ ☐

Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
[U] 07:30AM-04:00PM + Mon 06/24/2013 (PC-0 M30) ✓ Clerk	[U] 07:30AM-04:00PM + Tue 06/25/2013 (PC-0 M30) ✓ Clerk	[U] 07:30AM-04:00PM + Wed 06/26/2013 (PC-0 M30) ✓ Clerk	[U] 11:00AM-07:00PM + Thu 06/27/2013 (PC-0 M30) ✓ Front Desk	[U] 11:00AM-07:00PM + Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		

Free-Form Schedules

Free-form schedules can also be created to override assigned shift schedules for individual or multiple employees. The pay code, department, start/end times, total hours, and meal break minutes can each be defined independently, allowing flexibility that accommodates unique schedules that do not necessitate templates.

Schedule:

Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
PC: 0 [Work Hours] G3: 600 [CLERK] (U): 07:30AM : 11:30AM Mon 06/24/2013 Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 600 [CLERK] (U): 07:30AM : 11:30AM Tue 06/25/2013 Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 600 [CLERK] (U): 07:30AM : 11:30AM Wed 06/26/2013 Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 700 [FRONT DE] (U): 11:00AM : 03:00PM Thu 06/27/2013 Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 700 [FRONT DE] (U): 11:00AM : 07:00PM Fri 06/28/2013 Hours: Meal: 30 (Minutes)	PC: <--Select--> G3: <--Select--> (U): Hours: Meal: 0 (Minutes)	PC: <--Select--> G3: <--Select--> (U): Hours: Meal: 0 (Minutes)
PC: 0 [Work Hours] G3: 700 [FRONT DE] (U): 12:00PM : 04:00PM Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 700 [FRONT DE] (U): 12:00PM : 04:00PM Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 610 [SHIPPING] (U): 12:00PM : 04:00PM Hours: Meal: 0 (Minutes)	PC: 0 [Work Hours] G3: 610 [SHIPPING] (U): 03:30PM : 04:00PM Hours: Meal: 0 (Minutes)	PC: <--Select--> G3: <--Select--> (U): Hours: Meal: 0 (Minutes)	PC: <--Select--> G3: <--Select--> (U): Hours: Meal: 0 (Minutes)	PC: <--Select--> G3: <--Select--> (U): Hours: Meal: 0 (Minutes)

Schedule Import

Employee schedules can be imported to NOVAtime 5000 from third-party scheduling applications. The system supports CSV, XSL, and SDF formats, and automatic data import can be scheduled to run at defined intervals.

Schedule Recap

The Schedule Recap feature displays multiple employees' work schedules in a single page and allows an employee's schedule to be copied and forwarded to future weeks or to other employees' schedules. This feature offers several convenient tools for quick schedule editing, allowing supervisors to move schedules to different days, populate schedules from the employees' default shift setup, remove schedules from an entire week, or add custom schedules to individual days.

Week Of: 06/24/2013 (Mon)-06/30/2013 (Sun)							
Save Undo Add / Maintain Templates Copy Schedule Copy Schedule (Mult.) Copy Employee Update Schedules							
06/24/2013 - 06/30/2013							
Employee	Monday 06/24/2013	Tuesday 06/25/2013	Wednesday 06/26/2013	Thursday 06/27/2013	Friday 06/28/2013	Saturday 06/29/2013	Sunday 06/30/2013
[9001] Dana Jones	[U] 07:30AM-11:30AM Mon 06/24/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Mon 06/24/2013 (PC-0) ✓ Front Desk	[U] 07:30AM-11:30AM Tue 06/25/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Tue 06/25/2013 (PC-0) ✓ Front Desk	[U] 07:30AM-11:30AM Wed 06/26/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Wed 06/26/2013 (PC-0) ✓ Shipping Clerk	[U] 11:00AM-03:00PM Thu 06/27/2013 (PC-0) ✓ Front Desk [U] 03:30PM-04:00PM Thu 06/27/2013 (PC-0) ✓ Shipping Clerk	[U] 11:00AM-07:00PM Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		
[9004] Brian Johnson	[U] 07:30AM-11:30AM Mon 06/24/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Mon 06/24/2013 (PC-0) ✓ Front Desk	[U] 07:30AM-11:30AM Tue 06/25/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Tue 06/25/2013 (PC-0) ✓ Front Desk	[U] 07:30AM-11:30AM Wed 06/26/2013 (PC-0) ✓ Clerk [U] 12:00PM-04:00PM Wed 06/26/2013 (PC-0) ✓ Shipping Clerk	[U] 11:00AM-03:00PM Thu 06/27/2013 (PC-0) ✓ Front Desk [U] 03:30PM-04:00PM Thu 06/27/2013 (PC-0) ✓ Shipping Clerk	[U] 11:00AM-07:00PM Fri 06/28/2013 (PC-0 M30) ✓ Front Desk		
[9006] Inger Wyman	[S] 07:00AM-04:00PM Mon 06/24/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Tue 06/25/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Wed 06/26/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Thu 06/27/2013 (PC-0 M60) ✓ Shipping Clerk	[S] 07:00AM-04:00PM Fri 06/28/2013 (PC-0 M60) ✓ Shipping Clerk		
[9008] Fred Wood	[S] 07:00AM-04:00PM Mon 06/24/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Tue 06/25/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Wed 06/26/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Thu 06/27/2013 (PC-0 M60) ✓ Representative	[S] 07:00AM-04:00PM Fri 06/28/2013 (PC-0 M60) ✓ Representative		

Advanced Schedule Manager

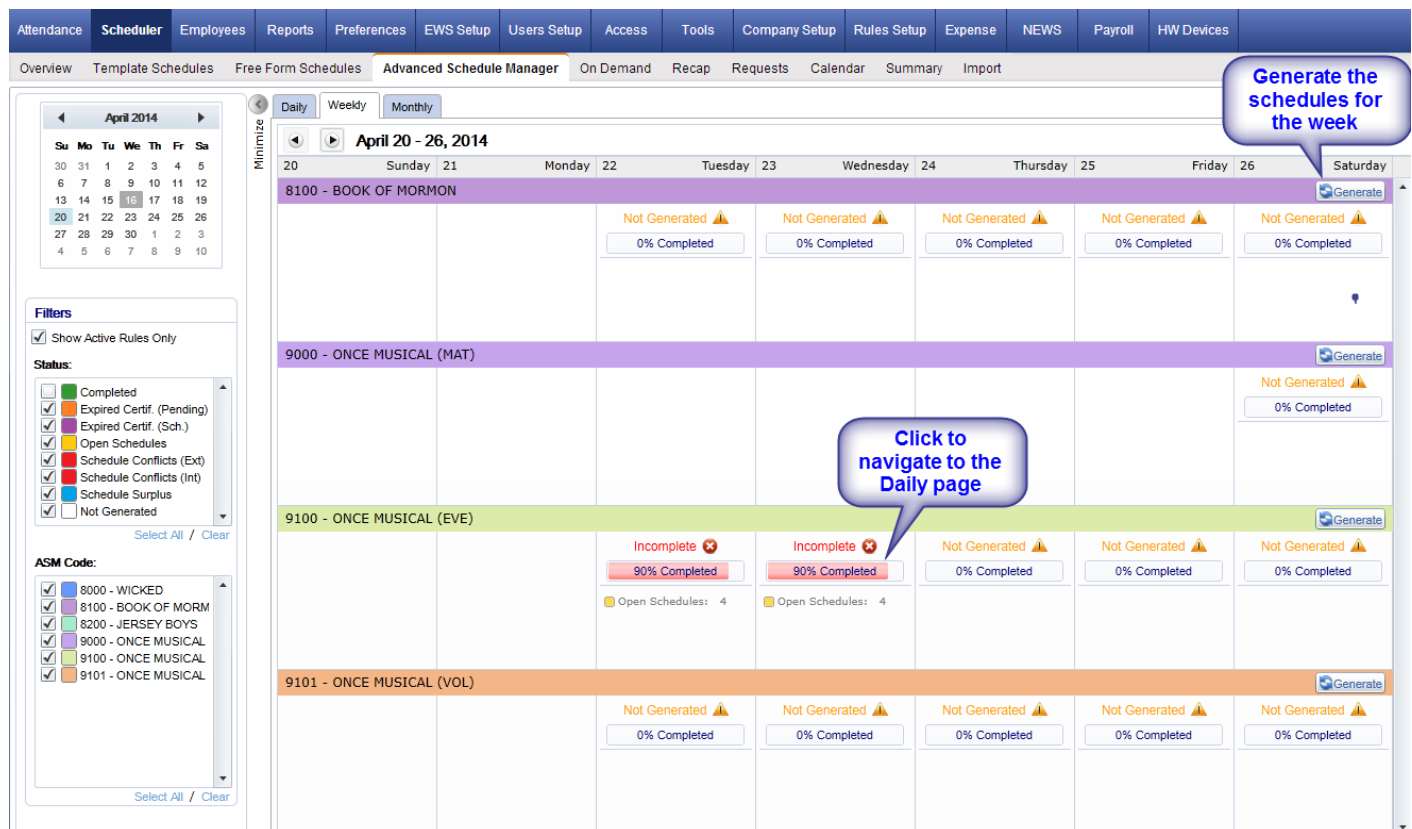
The Advanced Schedule Manager (ASM) offers a variety of innovative add-on features that enhance and automate the scheduling capabilities of NOVAtime 5000. With automatic schedule generation, ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity.

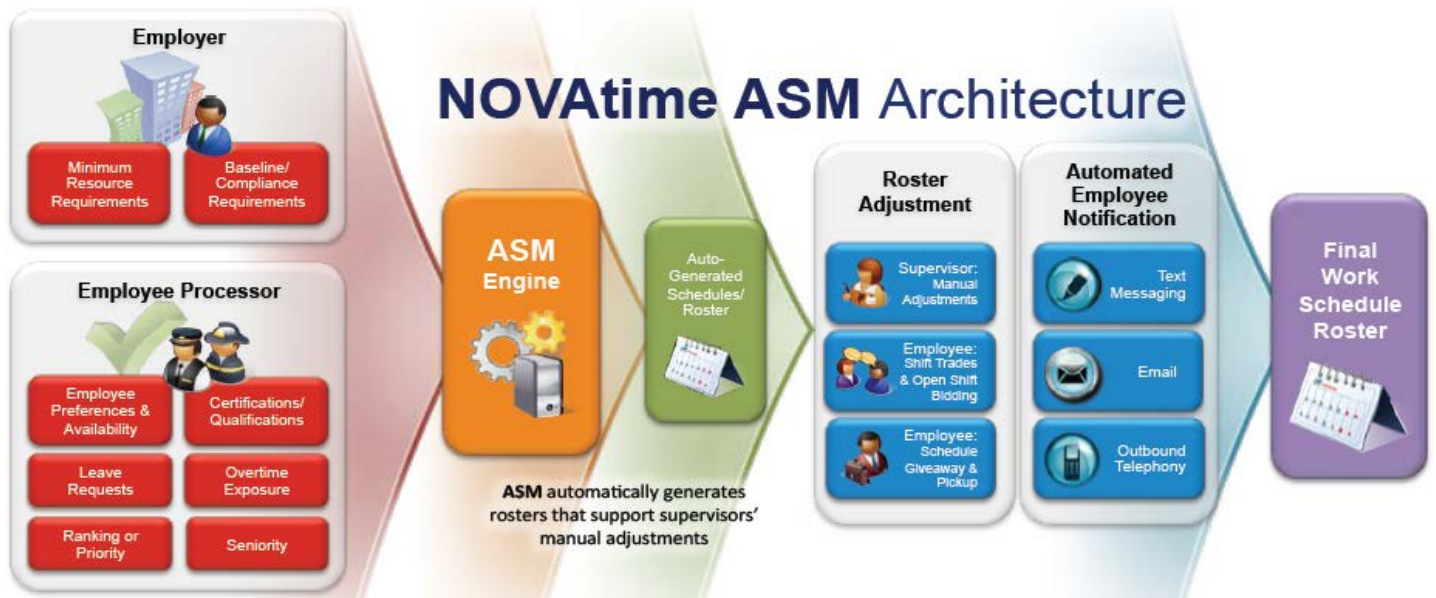
Key ASM features:

- Includes a daily roster that displays the scheduled positions and corresponding assigned employees
- Highlights schedule openings, conflicts, and surpluses
- Automates schedule generation according to resource requirements, which can be based on location, tasks, certifications, and other qualifications
- Management personnel can configure standard availability for each employee, and/or employees can maintain their standard availability or indicate availability on a weekly basis.
- Limits standard scheduling based on employee qualifications/certifications
- Identifies and contacts employees who are qualified to open schedules
- Identifies employees with expired certifications

Using ASM, employees can be manually or automatically removed from schedules and placed on leave. The system will then display a list of employees who are available and qualified to fill open positions. For each applicable employee, the system will include configurable contact details, various work hour summaries, and a history of accepted and declined work requests – all of which will aid the selection of employees who are offered to fill the open positions.

ASM allows for dynamic and powerful workforce schedule management methods that ultimately increase efficiency and productivity—all through a user-friendly, graphical interface.





Employee Functions

ASM supports a "schedule giveaway" function that allows employees to offer their scheduled work hours to other qualified employees. "Schedule pickup" enables the qualified employees to accept giveaway schedules or other schedule openings, and employees may also exchange or swap schedules with one another. To regulate schedule modifications, these employee capabilities may be limited to specific date ranges (e.g. within 10 to 20 days from the current date or within 15 days from the date the schedule was made available). With a variety of scheduling functions offered, the use of each feature can be enabled or disabled based on system security rules and/or supervisor approval.

Attendance
Scheduler

Requests
Advanced Requests
Calendar
Productivity

Advanced Requests

Save
Undo
Week Of: 04/20/2014 (Sun)-04/26/2014 (Sat)
Month: April, 2014

Current Schedule / Approved Request / Giveaway

Sunday 04/20/2014	Monday 04/21/2014	Tuesday 04/22/2014	Wednesday 04/23/2014	Thursday 04/24/2014	Friday 04/25/2014	Saturday 04/26/2014

Accrual Summary

Pending Requests

Schedule Pickup

Sunday 04/20/2014	Monday 04/21/2014	Tuesday 04/22/2014	Wednesday 04/23/2014	Thursday 04/24/2014	Friday 04/25/2014	Saturday 04/26/2014
		<div>Giveaway Schedule</div> <div>[GS] 06:00PM-10:00PM Tue 04/22/2014 Posted: 04/16/2014</div> <div> WEST Usher CPR Certification </div> <div>Pickup Request (1/0)</div>				

Availability

Declined Requests

Expired Requests

Automatic Absence Scheduling

When an employee calls the Phone-in System to report an absence, ASM can automate the process of replacing the absent employee. The system will automatically remove the employee from work schedules and proceed to contact available and qualified employees—via phone, text, email, or internal system message—to fill the open schedule. ASM may be set up to contact applicable employees one at a time, or the system can contact all applicable employees concurrently. When contacting employees one by one, the sequential process is based on priority settings and a defined response time limit, and the system will continue to call qualified employees until the schedule is accepted. When contacting all employees simultaneously, the first employee to accept the offer will be assigned to the schedule.

Schedule Priority and Preferences

Employees qualify for open schedules according to user-defined priority settings. The priorities determine the order in which the system will consider primary and secondary qualifications. ASM may be set up to schedule employees based on a combination of factors, including seniority, ranking, fewest scheduled hours, least amount of overtime, etc.

Schedule Limitations

To control total scheduled and overtime hours worked by employees, ASM may be configured to apply minimum and maximum hour limitations when identifying which employees are qualified to fill schedules. These limitations can be based on total hours worked daily, weekly, or during custom cycles, taking either scheduled or worked hours into consideration.

Notifications Services

Notifications are sent to employees and system users—via phone, text, email, or internal system message—when specific events are detected by ASM. For example, a notification may be sent to inform a supervisor of an expired employee certification, which may be triggered to send prior to or following the expiration, depending on the user's preference. The system is also able to generate notifications when open schedules exist, schedules are modified, a supervisor requests additional work hours, or when there are schedule surpluses, conflicts, exchanges, giveaways, and pickups.

NT7000 Brochure



Workforce Management Solutions Push Technology Smart Clock

NT7000II



NT7000 Fingerprint Model



NT7000 Proximity Model

NT7000 Product Overview

As labor laws and regulations continue to evolve, timekeeping tools should advance accordingly. To facilitate the growing need for heightened security and increased accuracy, the NT7000 collects important workforce data with unmatched precision, while also utilizing secure mechanisms and processes that protect employers from lawsuits, claims, and arbitrations.

The NT7000 is also a time clock with modern appeal, designed for today's cloud computing environment. With a vibrant color touchscreen display, a large numeric keypad, and multi-lingual capability, the NT7000 delivers a dynamic and user-friendly interface.

Using innovative Push Technology, employee punch data can be seamlessly and automatically "pushed" to the server in real-time or periodically. The NT7000 is self-maintained through reliable bi-directional data synchronization between the device and the NOVAtime server.

As a fully functional time clock, the NT7000 supports time punches and transfers, while it also offers powerful kiosk capabilities for self-service functionality. This provides an ideal standalone workforce management solution that is convenient for all employees, particularly when access to a desktop computer or an HR office is limited.

Additionally, by applying the latest technology to the NT7000, NOVAtime has provided a dependable and intuitive platform that is suitable for all types of workforces and workplace environments. The device may be equipped with a biometric, proximity, or HID reader, ensuring the most suitable validation method for any environment.

NT7000 models that utilize biometric fingerprint technology are fully compliant with all state biometric privacy laws. NOVAtime does not store actual biometric information, but instead stores a proprietary geometric representation. Biometric data for removed employees is automatically removed from NOVAtime databases in compliance with the relevant state law.

Models	Product Description
NT7000II-FP	NT7000 Biometric Fingerprint Reader
NT7000II-PX	NT7000 Proximity Reader
NT7000II-HI	NT7000 HID Reader
NT7000II-FPH	NT7000 Biometric Fingerprint and HID Reader



Employee kiosk features and functions:

- Punch in and out using fingers, proximity badges, HID badges, or ID/SSN key-in.
- Transfer multi-level groups to support labor tracking needs.
- One click group transfer.
- Submit time-off requests.
- Submit timesheets for approval.
- Support multi-clock meal lockout.
- Input hours for sick leave, vacation, personal leave, etc.
- Input tips, bonus dollar amounts, etc.
- Access timesheets, work schedules, accrual information, and performance tracking data (point system) in real time.
- View punches in online and offline mode.
- Waive meal/break premium from timesheet.
- Optional automatic punch reminders via NOVAtime's Native Mobile App (beacon add-on required).

Supervisor/manager kiosk features and functions:

- Supports multiple attested timesheet.
- Enable employee schedule and/or meal lockouts.
- Distribute private messages to employees.

HR extension:

- Option to upload videos for employees to view for training.
- 24/7 operations to support afterhours inquiries.

Multi-language support:

- English, Spanish, French, and Chinese (simplified and traditional).

Access control functions:

- Support timekeeping and access control using the same clock.

Real-Time Access All You Need is an Internet Connection!

MAIN FEATURES

- **7" high resolution color display with a capacitive touchscreen panel** that is precise, durable, and does not require calibration. The screen presents an intuitive user interface that supports customized backgrounds, configurable function keys, and powerful functionality.
- **Embedded numeric keypad** with distinct buttons and a bright backlight enable quick and easy input, allowing for increased punch throughput during high-traffic hours.
- **Large tri-color LED indicator and audible tones** clearly inform employees whether or not a transaction has been accepted or declined.
- **Optional Lumidigm fingerprint reader** provides unparalleled performance through the use of the fastest commercial-based fingerprint matching algorithm. Biometric data can be captured in various environmental conditions, and accurate readings can be taken from oily or dirty finger surfaces—or even through a latex glove. Employees simply place a finger on the reader window, which quickly captures and transforms the biometric data into a secure and non-invasive mathematic algorithm. The information is automatically encrypted to a data string that confirms the identity of the employee, without violating employee privacy.

SPECIFICATIONS

Performance Characteristics

OS	WinCE6.0
CPU	TI DM3730 1GHz
RAM	512MB
NAND Flash	512MB

Display

7" thin film transistor liquid crystal display (TFT LCD)
Wide super video graphics adapter (WSVGA)
1024x600 resolution
Capacitive touchscreen panel
LED backlight

Camera

CMOS 1.3 Megapixel

Communication

Ethernet – One RJ45 port
10/100 Mbps with DHCP
SSL, IPv4 support
Summit Wi-Fi 802.11 b/g/n

Mini-USB (client)

2 USB 2.0 (host)
2 Wiegand ports (reader input only)

Keyboard

Embedded 12-key numeric keypad with backlight (0 to 9, backspace, and enter)

Audio

1W x 2

Reader Input (Optional, depending on configuration)

EM Proximity	125KHz
HID	125KHz
Fingerprint	Lumidigm M30x series

Memory Expansion

MicroSD slot Supports SDHC
USB mass storage devices

Input / Output

2 form C relays
2 digital inputs

Capacity

Max. User	5,000
Max. Stored Punches	50,000

Power Management

Power Inputs	12VDC/2A
UPS	1 rechargeable Lithium-ion battery pack (3.7V/5200mAh) Up to 2 hours based on operating conditions
RTC battery	1 rechargeable Micro-backup battery
Power over Ethernet	25.5W

Operating Condition

Humidity	10% to 90% RH non-condensing
Operation Temperature	32°F to 122°F (0°C to 50°C)
Storage Temperature	-4°F to 140°F (-20°C to 60°C)

Dimension and Weight

Dimension (mm)	298 x 204 x 75
Weight	1.75KG (1.70KG w/o fingerprint reader)



NT7000 Fingerprint Model

NT7000 Proximity Model

- **Multi-lingual feature** supports individual preference and ensures ease of use for employees of various language backgrounds.
- **Internal microSD slot** allows for custom training/safety videos and custom wallpaper images (for branding) to be loaded to the device.
- **Wide-angle camera** captures photos (optional) for added identity verification of employees of various heights or captures QR codes for electronic badges.
- **Built-in UPS battery** delivers reliability and extended use through power outages.
- **Dual Wiegand ports** support access control solutions that require external reader inputs. Limited support for external reader – contact NOVAtime for availability.

