

CERIDIAN

#R10-1141

Ceridian's Proposal to Education Service Center, Region 10

*Human Resources Management
Technology, Services & Solutions*

November 10th, 2022



For more information, please contact:
Billy Kingston
Enterprise Account Executive
+1 952-548-5159
billy.kingston@ceridian.com

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Ceridian's Legal Response

Ceridian is the fastest growing global payroll and HCM provider in the market. We have achieved this level of growth by architecting a high-quality repeatable offering, with a focus on standardization across technology, service and contractual terms which has increased Ceridian's ability to scale up to the significant global demand for its services. To date, we have always utilized Ceridian's contract pack, with its standard terms being the basis for the conclusive agreements and we have signed nearly 5,000 clients across all verticals.

Ceridian recognizes that Region 10 ESC operates in a highly regulatory environment and requires a level of rigor unlike most businesses, and we are certainly committed to match up to Region 10 ESC's pace as a trusted partner, should we be vendor of choice. We have reviewed Region 10 ESC's proposal forms, especially the General Terms and Conditions Acceptance Form, Equalis Group Administration Agreement and Vendor Contract and Signature Form, in the RFP. It appears from our review that contents and provisions of the agreement may not be easily applicable to the Dayforce services.

That being said, we do not mean to be a difficult vendor and intend to be easy to do business with and will work in partnership to ensure the final agreement reflects the risks that Region 10 ESC's is seeking to mitigate through this project. We are willing to utilize any form of agreement as a basis to prepare the ultimate service agreement to govern the provision of the service. However we would suggest that Region 10 ESC's terms provided would require numerous changes and additions to make them applicable to the contemplated services. In this regard, we have often found it to be more

expedient when negotiating a customer agreement, to start with Ceridian's standard form of service agreement as the basis for discussions, our form of agreement touches on virtually all of the areas that are noted in your forms but is drafted particularly for the exclusive Dayforce services offered by Ceridian. We generally share the link to the contract portal when we produce the client specific order form, but we can share the link at this stage to help with your review (but we are more than happy to walk through which documents would apply etc.).

Though we would like to discuss some aspects of the document structure, to better reflect the services we are offering, we will seek to keep addition/deviations to a minimum with these few areas requiring more detailed discussion (those service/business related changes are not noted):

RFP Provisions	Additions/Deviations
Article 5 – Termination of Contract	Deviation - The issue of termination, i.e. for cause, for convenience and other termination rights, have to be revisited, needs to be discussed, and mutually agreed to. More importantly, we would like to discuss the concept of the right to voluntarily terminate the agreement prior to the expiration of a term, in the context of the price and term. Generally, if Ceridian is committing to long term pricing, we would want the customer to also commit to a set term.

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Section 13.5 - Marketing	Deviation - Ceridian agrees to allow Region 10 ESC and Equalis Group to use our logo for marketing communication and promotions on a case-by-case basis, subject to approval by Ceridian’s legal department.
Section 13.6 - Insurance	Deviations - We maintain substantial insurance and would be happy to provide certificates so show our coverage, but the exact amounts and provisions will have to be discussed.
Section 13.7 – Subcontracts/Subcontractors	Deviations - Ceridian would obviously be the contracting party and responsible for meeting all obligations and be liable for subcontractors under the agreement. However, Ceridian delivers the services through a network of Partners, which would technically constitute a “subcontracting” of certain services, and it would not be practical to obtain any client’s prior written consent to each such arrangement. However, all sub-contractors are held to the similar standards as Ceridian and Ceridian remains liable for its contractors in any event. We would therefore just need to clarify this provision in the agreement.
Section 13.2 - Disclosures	Deviation - Given that there will likely be confidential information flowing both ways in the relationship, we would want to make permitted disclosure reciprocal and include sub-contractors under the ambit of Receiving party.
Section 44 – Assignment of Contract	Deviation - Our general position on assignments is that neither party be able to assign without the consent of the other party (not to be unreasonably withheld), except in the context of a restructuring, sale of all a party’s assets, etc. (as, for example, it would be impractical for Ceridian to request written consent from each of its 40,000 customers in the case of an assignment in connection with a restructuring).

Based on our experience with similar provisions in deals with other clients, we expect that we would be able to reach mutual agreement. Further, given our knowledge of the industry, we believe the above issues will be applicable to all parties responding to your RFP. However, we wanted to expressly draw them to your attention at this early stage so as to avoid any potential issue down the road.

Therefore, it is important to Ceridian to share in a transparent way, some of the areas that we would like to discuss in more depth to ensure that Region 10 ESC, along with the Commercial Package, have a clearer view on Ceridian’s position. We hope that this approach will continue to strengthen our business relationship and demonstrate our desire to support Region 10 ESC further as your Trusted Partner.

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We do reserve the right to discuss the agreement further, and we are confident to find mutual consensus with Client around this term should we be vendor of choice.

We look forward to continuing our discussions with you and if you have any questions relating to our submitted package, please feel free to reach out.

Ceridian's Legal Response to Section 3: Vendor Contract and Signature Form

For greater certainty, in the event that Ceridian is chosen as the successful vendor, we would kindly require that the parties enter into a definitive written agreement based on our standard form (which we believe is intent of Region 10 ESC as well). Our form of customer agreement has been drafted particularly for the services offered by Ceridian, and we trust that this form of agreement would be acceptable to you. Our form addresses all the main areas noted in the RFP's attached Vendor Contract and Signature Form but in a way that reflects how the services/software would be provided by Ceridian. This is not in any way meant as us shying away from our commitments in the RFP, but instead just a concern because such Form is not written with the same language that contractual provisions would contain.

Nevertheless, we are willing to utilize any form of agreement as a basis to prepare the ultimate service agreement to govern the provision of the services however we would suggest that the attached Vendor Contract and Signature Form provided would require numerous changes and additions to make them applicable to the contemplated services. In this regard, we have often found it to be more expedient when negotiating a customer agreement, to start with Ceridian's standard form of service agreement as the basis for discussions, our form of agreement touches on virtually all of the areas that are noted in your forms but is drafted particularly for the exclusive Dayforce services offered by Ceridian.

**REQUEST FOR PROPOSAL #R10-1141 FOR:
HUMAN RESOURCE MANAGEMENT
TECHNOLOGY, SERVICES & SOLUTIONS**

October 7, 2022

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

PROPOSAL FORM 5: DEBARMENT NOTICE

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Ceridian HCM, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	3311 E. Old Shakopee Road, Minneapolis, Minnesota, 55425.
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Billy Kingston, Account Executive Billy.Kingston@ceridian.com +1 952-548-5159
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes.

	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	Yes, further details can be discussed on a case-by-case basis should we be down selected.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes, all products lines and services being made available under this contract are provided in Attachment B - Region 10 Pricing .
	<i>Outline your pricing strategy provided in Attachment B and how agencies will be able to verify they received contract pricing.</i>	Attachment B - Ceridian Region 10 Pricing outlines our MSRP pricing and the cooperative pricing to be included under this contract. We believe our pricing strategy is to be attractive and affordable to agencies utilizing the agreement, and they will be able to verify contract pricing through Equalis. We have offered a 20% discount off MSRP pricing for this contract.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Ceridian's standard payment terms are net 30 days. We are willing to discuss payment term options upon final pricing negotiation.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Overall technology platform and capabilities & ease of use	<i>Please provide a brief overview of your technology platform, including the ease of use for agencies and employees to access and navigate the platform.</i>	<p>Dayforce is an always-on people platform for the global workforce that offers a comprehensive range of functionality, including global HR, payroll, benefits, workforce management, and talent management on web and native iOS and Android platform. Our platform is used by organizations, regardless of industry or size, to optimize management of the entire employee lifecycle, including attracting, engaging, paying, deploying, and developing their people. Customers choose Dayforce because of our focus on the employee experience, technology innovation, and our ability to manage complexity. Dayforce delivers the right data to the right user at the right time for actionable intelligence and a superior employee experience. Our scalable platform is built on modern cloud technologies with a single, flexible rules engine capable of addressing complex regulatory requirements, combined with a data architecture that can continuously calculate payroll throughout the pay period, and a single database that enables advanced insights and predictive analytics. Furthermore, our configuration screens are designed for ease of use, enabling you to perform a configuration without vendor support. By providing the flexibility to quickly and easily configure the solution to meet your needs, without having to rely on vendor support or customization, Dayforce minimizes total cost of ownership and makes it easy to stay current with the latest product upgrades.</p> <p>True Cloud Dayforce is a cloud-native application with multi-tenant hosting and delivered as a true SaaS offering. Our global hosting model is based on industry-standard technology. Our modern deployment model enables a common code base to be shared across all customers. In addition, Dayforce is architected for elastic capacity and can scale with the provision of virtual resources on demand.</p> <p>Single Employee Record, Single Application Architecture Our platform is designed on our single application architecture. With data stored in a single, central location, our platform provides actionable data-driven insights across all HR functions to enable better decision-making across the entire employee lifecycle. Our approach eliminates the need for fragile and</p>

complex data integrations that attempt to unify disparate HR-related applications, such as payroll and time and attendance. Eliminating integrations simplifies workflows, drives more efficient service delivery, reduces errors, and enhances regulatory compliance.

Scalability

Ceridian has experience implementing human capital management solutions for large and complex organizations around the world, including those with multiple collective bargaining agreements, broad geographic footprints, multiple lines of business, complex technology landscapes, and diverse user needs. The Dayforce Cloud has highly elastic capacity, with the ability to rapidly provision infrastructure and resources on demand - including processing power, memory, servers, bandwidth, and more.

User-Centric Experience

Dayforce provides a consumer-grade experience and is built to reflect how users naturally behave. Through our single dataset and native web and mobile applications, users can access our platform on the device and language of their choice. The Dayforce user experience is consistent and intuitive across all domains of HCM. Because Dayforce is easy to learn and easy to operate, both managers and employees enthusiastically adopt self-service functionality, which helps drive higher employee and manager engagement, collect more accurate information, and facilitate more efficient operations.

Interoperability

Ceridian believes in using open standards and services in the pursuit of seamless experiences for our users across the Dayforce platform, regardless of device or channel. The Dayforce Software Partner Program (DSPP) gives Ceridian software partners and application developers access to Ceridian's APIs making Dayforce data available across other solutions. With the DSPP, customers gain access to certified API integrations, comprehensive tools, step-by-step guides, libraries and more to assist in the development of successful Dayforce API integrations.

Compliance and Managing Complexity

Maintaining compliance in increasingly complex regulatory environments is critical to organizational success and stability. In many cases, calculations require complicated, time-consuming, and error-prone manual steps across multiple systems, inviting cost and significant risk to organizations. Dayforce was built with compliance, transparency and security at its core, and has the flexibility to manage complex requirements and respond to inevitable changes in the regulatory climate.

Privacy and Security

Ceridian respects the confidential nature of personal data and is committed to complying with all aspects of privacy laws, rules, regulations and industry standards globally. Ceridian has a responsibility to look after the information we collect about individuals, including our customers, prospects, partners, employees and people browsing our websites. Ceridian takes data stewardship and security seriously. Once data is collected and held in a secure way, Ceridian takes all appropriate measures to manage risk and ensure privacy and security, without burdening users. Ceridian is committed to protecting our customer's, employee's, and contractor's information, along with other business data, through a program that defines reasonable and appropriate controls.

	<p><i>Describe the underlying technology and stability of the platform.</i></p>	<p>Dayforce is a multi-tenant SaaS application (Software-as-a-Service) implemented using cloud-based technologies and deployed to multiple data centers world-wide. We use industry standard technology (Virtualized Microsoft Windows platforms on Intel Hardware) which allows us to easily reconfigure and re-provision resources (lift and shift). The product is built with Microsoft development tools, primarily Microsoft .Net, .Net Core, and SQL Server. These technologies are mature, performant, secure, and cost effective.</p> <p>When we describe the deployment architecture of Dayforce, we think in terms of three tiers:</p> <p>The Client Tier: The client tier is where you will find all devices or systems that are consumers of the Dayforce application. These devices are physically located outside of the Dayforce data center and connect to Dayforce over the internet.</p> <p>The Application Tier: The application tier is where all application processing takes place. All Dayforce software is hosted in this tier. The tier is comprised of virtualized application servers and background job engine agents.</p> <p>The Data Tier: The Data Tier consists of all data stores that support Dayforce customers, as well as operation of the application itself. Databases are primarily Microsoft SQL Server databases and are hosted on a pool of database servers of various sizes, depending on customer size, and other requirements. We select the appropriate database technology depending on technical and operational needs, for example, for transactional vs. analytical/reporting data.</p>
	<p><i>Please provide the plans or standards you follow to ensure business continuity, including backups and disaster recovery.</i></p>	<p>Dayforce’s hardware infrastructure provides for server redundancy and disaster recovery on several levels to ensure that the application and data are continuously available to clients. If a disaster occurs, then the disaster recovery plan will activate a synchronized copy of each server and its data in the secondary data center. Ceridian has a Recovery Time Objective (RTO) of four hours and a Recovery Point Objective (RPO) of one hour. Annual plan review and testing is conducted for each data center to ensure our personnel can effectively run a disaster should one occur.</p> <p>In addition to replication of primary production information, Ceridian performs routine backup of databases at the following intervals: weekly full backups, daily differential backups, and transaction log backups every 15 minutes. These backup routines help ensure Ceridian can recover to a point in time situation should there be an issue with data inside of the database. Databases are run clustered to ensure maximum uptime and redundancy.</p> <p>To date we have not had an unplanned outage within the production data center.</p>
	<p><i>What distinguishes your product from your competitors?</i></p>	<p>Dayforce is an always-on people platform for the global workforce that combines HR, payroll, benefits, workforce management, and talent management functionality in a single application. We are the only company to provide this breadth and depth of functionality in a single application and for this reason, we are the world’s fastest growing human capital management (HCM) company. The Dayforce platform was built on three fundamental differentiators:</p> <ul style="list-style-type: none"> • It's continuous: Which means all aspects of HCM happen in real time – never batched or latent in any way. An always-on platform for an always-on workplace.

		<ul style="list-style-type: none"> • It's data-driven: A single data architecture for all HCM that applies the latest Artificial Intelligence and Machine Learning technologies to help augment decision making to create greater value. • It's global: One HCM platform from all your people, wherever they live and work. A truly borderless system for a borderless world of work. <p>When you combine these fundamental differentiators, you're able to deliver:</p> <ul style="list-style-type: none"> • Empowering experiences that put your people first such as game-changing capabilities like Dayforce Wallet. • Workforce intelligence across the full spectrum of HCM so insightful data finds you. • Compliance everywhere so you can pay and manage your people fairly and compliantly around the globe. Dayforce is built for complex operating and regulatory environments. <p>Some of the other key differentiators we would like to highlight are:</p> <ul style="list-style-type: none"> • Our single global application architecture based on modern cloud technology, with one record and one rules engine. • Support for 24x7 operations. Growing from our experience navigating complex regulatory environments in North America, our client base throughout the global marketplace means our support team provides 'follow the sun' coverage. • Dayforce's award-winning user experience drives user adoption and engagement by providing your workforce with a modern tool. • Payroll delivery that takes advantage of Dayforce's single application cloud architecture to prove real-time payroll processing. Payroll administrators can work on their pay runs at any point in the pay cycle without waiting for interfaces to pull in data or batch processes to complete. • Our intuitive mobile technology to support employees without computer access. • The reporting tools built into Dayforce leverage the same application and database as all other Dayforce modules, eliminating the need to use multiple interfaces for reporting. Actionable insights are driven by real-time data and predictive technologies. • Our market leading Workforce Management functionality including exception-based management of time and attendance.
<p>Talent acquisition, performance management, learning management, payroll and other capabilities defined in the scope</p>	<p><i>Provide a description of your talent acquisition and applicant management system, and its capacity to integrate seamlessly with rest of HR/Payroll system</i></p>	<p><u>Talent Acquisition</u> <u>Job Board Integration</u> Dayforce can support multiple career sites, each with their branding, styles, and logos. The recruiting functionality works with code which gets embedded in your existing websites, inheriting stylesheets, and can be edited normally. For external postings, Dayforce provides recruiters with access to more than 750 job boards in North America, including Indeed, Workopolis, SimplyHired, CareerBuilder, and others, in addition to our candidate portal that can be embedded on your career website, as well as the job posting section of the Dayforce application. Recruiters can decide how to post job postings; jobs can be posted internally first for a few weeks, for example, before posting to external boards. Through the eQuest integration, jobs can be posted to multiple boards at once.</p>

Recruitment Process / Applicant Tracking

Dayforce Recruiting enables you to attract top talent, find best fit candidates, reduce time to hire, and make more informed hiring decisions. Unlike conventional approaches to recruitment, Dayforce Recruiting was created as part of our single HCM platform. This means that the application pulls information from one database, which improves data accuracy and saves time while eliminating the need to manage multiple accounts. Dayforce provides a single employee record from the first point of contact as a candidate through their lifecycle as an employee. Dayforce helps you attract top talent. You can post to over 750 job boards to get your postings seen by more candidates. Candidates can apply to jobs in five steps including the option of using LinkedIn or apply to jobs directly on Indeed to streamline the application process. Dayforce also supports social sharing of job postings through Twitter, LinkedIn and Facebook to increase visibility. Combined with Dayforce's other modules, Dayforce Recruiting provides a single application for all your human capital management needs throughout the entire employee lifecycle – from the moment they fill out their application, to their first day on the job, until the day they retire.

Additionally, the application provides several methods for you to find best fit candidates quickly and easily. Dayforce tracks an unlimited number of candidate statuses which recruiters assign to candidate profiles as they move through the recruiting process. You can evaluate candidate profiles and initiate next steps all in one place to manage your recruiting process more efficiently. You can search your Talent Community of current and past candidates to source the best match for each job and tag candidates with key words to build a talent pipeline for future opportunities. If you track candidates who have withdrawn their application, you can record that as a status type and assign it to candidates as they drop off. With this information in the application, users can then report on it, comparing how many candidates fall into the various statuses. The application displays a summary of the five-default candidate status on a summary grid in the recruiting feature.

Recruiters can configure candidate status mappings based on your organization's needs to determine which candidate statuses are used to track a candidate's progress, and in which order each status must occur. Authorized users can also move candidates backward and forward between completed statuses as needed. You can also assign actions, such as sending an assessment or creating a background screening order, to the statuses in a candidate status mapping. This helps to control what actions are taken on a candidate in a specific status and ensures that defined recruiting processes are consistently applied to all candidates in a job requisition. When an action is assigned to a status in a mapping, the corresponding controls are not enabled until the candidate is in or has already passed through the associated status, and all of the required actions for the previous statuses have been completed in the defined sequence (if any). Actions that are not assigned to any status in a mapping are always available and can be taken for a candidate at any time.

Furthermore, Dayforce uses artificial intelligence (AI) to automatically assign a grade to candidates when they apply for jobs at your organization, enabling you to reduce the time required to find best fit candidates. The application assigns grades to candidates based on how closely their job application matches the job requisition details. As such, their grade might differ from one job application to the next. You can also filter and sort grades in order to focus on high-graded candidates first, for example. Users can select the grade in any location that it's displayed, and the application opens the candidate's

		<p>report card. This report card includes more detail about candidate grading criteria and allows you to agree with or disagree with the grade assessment, as needed. Disagreeing with a grade and providing your own assessment helps to improve the grading AI by teaching it what you consider to be "good" or "bad" job applications. This functionality helps recruiters and hiring managers prioritize the candidates that should be reviewed first and allows them to focus their attention on the candidates that are best suited for the job.</p> <p>Integration Dayforce's HR offering is part of our single application. When data is processed natively within the Dayforce application, there is no data flow between HR and Payroll. They share the same data, same code base, all co-mingled and processing in real-time.</p>
	<p><i>Describe your new employee setup, workflow, and onboarding process.</i></p>	<p>Dayforce Onboarding Dayforce Onboarding enables you to manage onboarding needs for new hires, promotions, and internal transboarding. In addition to the traditional, tactical aspects of onboarding, Dayforce focuses on the cultural assimilation and engagement of the onboarding employee, enabling them to become more effective and productive in a shorter period. Specifically, onboarding employees are empowered to easily complete tasks and forms while their managers monitor progression. The configurable onboarding experience automates the experience while helping to foster a culture of engagement. As part of the core Dayforce platform, Dayforce Onboarding helps drive higher levels of accuracy, efficiency and productivity while providing a seamless user experience when transitioning from candidate to new hire, or transboarding from role to role. Increased data accuracy comes from the fact that Dayforce automatically transfers information gathered during recruiting process to the onboarding process, and from onboarding to all HR process, all without the need for duplicate data entry.</p> <p>The unified onboarding experience improves engagement between a candidate's offer acceptance, their first day of employment and throughout the employee lifecycle, aligning employees with your culture by socializing them and providing an understanding of the values, competencies, and cultural elements of the organization. You can define configurable welcome messaging, videos, and documents for new hires to access, helping to establish an immediate sense of belonging for the employee being onboarded. To help streamline the tactical components of onboarding, configurable Onboarding Checklists outline the employees' tasks and forms to complete at various stages of the onboarding process. Form and task completion is tied to workflows and alerts to keep managers aware of employee progress. Dayforce Onboarding informs employees of their team, their guide, and key people in the organization to help assimilate them socially into the organization, addressing the areas that are critical to employee commitment and engagement. Employees can also view their own and their team's TeamRelate profiles to learn more about how everyone communicates.</p> <p>New Hire Setup New hires going through Dayforce's onboarding processes are provided every relevant new hire form to review and electronically sign off on. Typically used for HR policies, the application tracks the employee's sign off on their employee record. Also, forms within the guided onboarding process can be set up as optional, allowing for the onboarding employee to skip them.</p>

		<p>Furthermore, Dayforce supports DocuSign for electronic signatures for customers with DocuSign licenses. When new hires complete and submit multiple forms as part of a guided process, forms are submitted to DocuSign at one time, in one envelope, resulting in cost savings. With Dayforce, transitioning candidates from the recruiting functionality to the onboarding functionality is seamless and automatic; as a result, new hires can complete administrative work like this before the first day without intervention from HR or the hiring manager.</p> <p>Workflows Dayforce provides configurable workflow that can vary by position as part of the onboarding process. All forms submitted as part of the Onboarding Checklist can be routed to the appropriate approvers within the organization through Dayforce’s workflow engine. The workflow engine can also include notifications to other areas of the organization that need to be informed of any on boarding activities.</p>
	<p><i>Describe your talent management and other HR management functionality, such as, payroll, time and attendance, terminations, and other HR functionality.</i></p>	<p>Talent Management Dayforce Talent Management gives you the platform you need to effectively attract, onboard, communicate, develop, compensate and reward employees. For managers, administrators, and executives, Dayforce provides insights through real-time data and dashboards, empowering you to make the best decisions for your people, your growth and your development. Dayforce provides Recruiting, Onboarding, TeamRelate, Learning, Performance, Succession Planning, and Engagement surveys as part of our unified Talent Management solution. Dayforce enables you to manage your employees throughout their employment – from hire to inspire to retire.</p> <p>Talent Profiles and Reviews The employee’s HR record provides a full profile with relevant real-time data including a talent profile, employment and education history, and all relevant personal and professional information. As a single, integrated application, whenever a performance metric is updated in any area of Dayforce, the change will appear as a new rating in the Performance Details section of the employee's Talent Profile. In an employee’s talent profile, Dayforce displays talent factor ratings, and a list of any succession plans that the employee is currently assigned to. The application also displays a performance timeline, which you can use to review the employee’s performance history. Talent reviews can be performed for pools. Pool members can be nominated via the message center or using the conversations functionality. Furthermore, managers can visually evaluate employees using a flexible talent matrix with customizable talent factors and rating scales to identify which employees are suitable for key roles. Depending on the combination of talent factors and rating scales used for those talent factors, Dayforce supports a matrix of up to 25 boxes. The 25-tile maximum simply provides a better user experience for managers, allowing them to more easily view the ratings assigned to each level/box in the succession plan and the employees in each box.</p> <p>Dayforce Learning Dayforce Learning is a powerful tool to create a culture of continuous learning, while also supporting critical compliance concerns. With Dayforce, you can effectively provide training and development opportunities to employees at all levels, share knowledge and best practices, and manage certifications and skills. Unlike standalone solutions, Dayforce Learning embeds Learning Management System functionality throughout the application to provide real-time learning opportunities at each stage of</p>

the employee lifecycle. This helps to make learning and development an active experience, rather than a passive activity tied to performance reviews or only done when the 'real' work is finished. As a result, employees are empowered to take control of their learning and continuously improve which in turn drives engagement and organizational success. You can tailor learning experiences by defining company, department, and role-specific learning assets and curriculum to ensure your employees, including indirect reports, are receiving the right training they need to excel. Dayforce promotes active learning with a platform for sharing learning content and asking questions among peers and subject experts. Employees and their managers can track course progress through dashboards and learning profiles, while the included reports provide stakeholders key insights into learning data and trends.

Dayforce Performance Management and Career Development

Dayforce Performance Management is a powerful solution for managing service excellence and employee development goals. This collaborative communication solution is provided as part of our Talent Management suite within the single application for HCM. The intuitive user experience and configurable features allow you to effectively manage and reward the performance of your employees. Configurable goal management supports organizational, departmental and individual goals to achieve corporate objectives. Sharing organizational goals drives strategic behavior and improves employee engagement. As a single application for HCM, career development is part of our Performance Management module. Data will flow seamlessly between Performance and all other areas of the application, such as Succession Planning and Learning. Simple, easy performance reviews eliminate time consuming manual processes. Managers can provide continuous feedback and coaching, for a holistic assessment of an employee's performance. Insight into the performance management process allows greater management of goal alignment and performance review completions.

Additionally, Dayforce supports creating an unlimited number of competencies that you want to track, as part of our Performance Management module. Once defined, individual managers have the ability to review their employees' competencies and, with the appropriate access, assign additional ones. The application displays each manager's team and their current number of competencies. Managers can select an employee to review their competencies in detail. The application presents a description of the competency, including linked behaviors, as well as the employee's rating on the particular competency on their last review. The application also facilitates conversations regarding competencies - for each employee's competency, managers can engage in a quick back-and-forth series of messages, following up, offering encouragement, asking for additional information. Employees are prompted when messages are recorded so that they can quickly respond.

Dayforce Succession Planning

Succession Planning is part of Dayforce's holistic Talent Management offering. Succession Planning harnesses the power of a single application in combination with Performance, Compensation and Predictive Analytics. By combining Dayforce Talent Management with HR, Benefits, Pay and Workforce Management (optional, can add on in the future), you have the power to manage the entire employee lifecycle in a single application.

Dayforce Succession Planning helps to support business continuity, increase employee engagement, and reduce turnover. Administrators and managers can create succession plans for individuals and positions, which allows leaders to find the right people for key roles. Talent profiles clearly identify where employees are in their development path and their readiness for promotion. Dayforce also provides a configurable matrix view, a highly visual tool for viewing employee performance and potential for advancement. The matrix provides a visual representation of customizable talent factors and factor rating scales used to populate and create different views of the Talent Matrix. The flexibility of the matrix allows managers to extract different perspectives on performance and succession readiness data to create insightful succession plans and identify top performers.

Additionally, any amount of talent and succession pools can be created within Dayforce. Talent pools can be created as part of succession plans, allowing leaders to find the right people for key roles. You can create a pool for any position that you deem fit. You can add people to the pool manually, or filter through configurable attributes to find the exact group of people who could potentially fit in any given position. Candidates are added to talent pools from the candidate's tab for a job requisition or from the candidate profile. Once added to a talent pool, the application lists the names of the talent pools that the candidate is a member of as well as the date that they were added. You can perform several actions such as filtering the list of candidates, opening candidate profiles, adding or reviewing notes, removing candidates from the talent pool, contacting candidates, and assigning candidates to an existing job requisition. With Dayforce talent pools, you can easily find candidates for future opportunities as well as organize candidates based on the specific needs of your organization.

Dayforce Engagement

Dayforce Engagement can help you build a highly engaged workforce with tools to better understand your people. You can continuously measure and collect feedback from your employees, and build data-driven strategies to drive change, boost retention, and motivate your workforce. Dayforce Engagement improves company culture by giving employees a voice to share feedback openly. The application empowers managers with the right data to identify flight risks and engagement issues earlier to retain high-performing employees. Leaders can uncover key insights and trends to increase employee satisfaction, motivating the workforce to strive for better business results.

With Dayforce you can create surveys to understand your people, give employees a voice to share feedback, and take informed and targeted action based on the insights you gain. Dayforce allows you to configure and administer employee surveys faster using data that's already in Dayforce. You can create surveys easily from existing templates and a common question library. Once the surveys have been created you can set your preferred cadence with annual, quarterly, or continual pulse surveys. You can send surveys to your entire organization or a specific group to gather meaningful feedback. The responses are anonymous, so employees can feel comfortable giving honest feedback. The application promotes transparency in your organization by providing employees with their personal engagement score. Once employees take the survey, leaders can view and interact with engagement dashboards to uncover trends and patterns. Survey results show top-level issues so you can focus your efforts on critical areas of impact on engagement. The application provides sentiment analysis so you can better understand employee comments. Since Dayforce is a single application for HCM, you can link engagement to performance management goals to create action plans and increase accountability.

Dayforce Payroll

Dayforce provides real-time payroll processing that can help cut payroll processing times in half compared to older technology with batch-driven processes and reliance on mainframes. By using Dayforce for your payroll solution, you will achieve a swift and tangible ROI by streamlining payroll processing, improving accuracy, and enabling compliance - all while eliminating redundant data entry and reliance on interfaces between time and pay. The payroll functionality being proposed is part of the same application proposed for Time, HR, Benefits, and Talent Management. Dayforce uses one database and provides a single user experience between time and pay. As a result, this means time captured and gross pay calculated on the time and attendance side flows through automatically to the payroll solution. When changes are made to the underlying time and attendance records, like a manager recording another worked shift for one of their employees who forgot to log their time, the application calculates the delta and updates the corresponding pay run in real-time, without waiting for an export job or a batch process to run. Payroll administrators can immediately see the results of those changes. Additionally, with pay and time part of a single application, payroll administrators do not have to wait for some process to finish before they start processing pay; administrators can work on the pay run at any point during the pay cycle, adding new deductions, importing incentive or commission pay details, recording bonuses, making adjustments, recording check details and so forth, even while the application captures worked time for the week on the timesheet or via punch clocks.

Dayforce is highly configurable with flexible rules and qualifiers to support native international payroll in the US. Dayforce fully supports an unlimited number of off-cycle runs as well as retroactive adjustments to the timesheet from the single application. Dayforce provides employees with online and mobile access to their earnings statements. Employees can conveniently access both current and historical earning statements while eliminating the recurring cost and administrative overhead of printing and distributing physical earning statements.

Finally, Ceridian's Tax Service managers your payroll tax filing by providing outsourcing for Tax Deposit, Filing and Reconciliation to thousands of federal, state and local tax jurisdictions. These services are included in our standard contract. Optional services requiring additional fees include Advice of Debit, Advice of Tax Payment, Tax Value-Added Services, Accelerated W-2 Filing, Tax Credit Services.

Dayforce Time and Attendance

Dayforce Time and Attendance allows your managers to move beyond the administrative tasks associated with tracking time and taking attendance and will empower your organization to track time and attendance quickly and accurately for your workforce. Dayforce Time and Attendance will calculate gross pay, while adhering to complex regulations and view the real-time impact of timesheet changes or edits. You can maintain accurate employee time records with a simple and easy-to-use application that helps automate existing processes. By integrating dynamic features and functionality into a streamlined solution, your managers can efficiently perform timesheet maintenance such as:

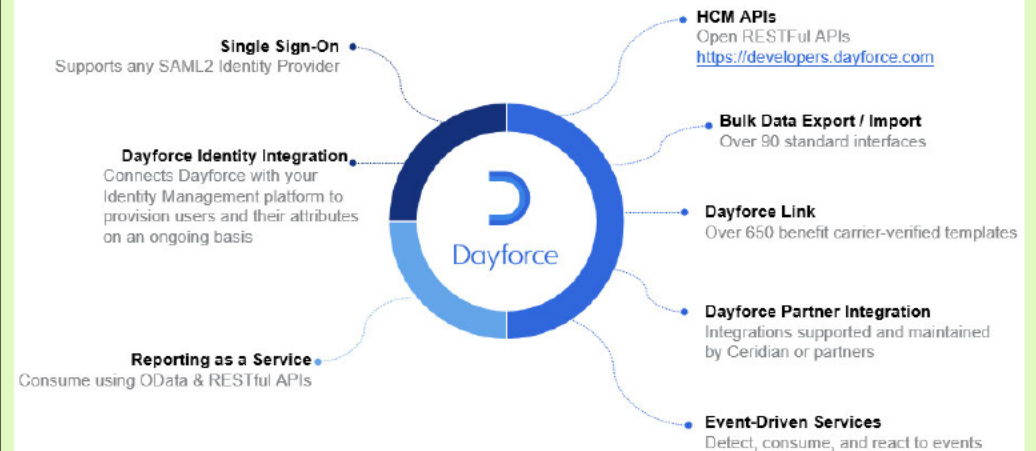
- Track employees' regular and overtime hours
- Review, edit and close pay within a single screen
- Be informed of any modifications made to the timesheet with auditable actions
- Identify and fix errors to timesheets and make retroactive pay changes with real-time capabilities

		<ul style="list-style-type: none"> Automated functionality streamlines the payroll process as timesheet information is automatically forwarded when approved <p>Dayforce provides reports where managers and other users with access can compare scheduled hours to worked hours, by position. Reports can be run at a single location or at district or region, grouping and summarizing by location, if needed. By providing a single application for time and payroll, Dayforce can automatically calculate and apply any adjustments needed to employees' overtime pay. Earnings that affect calculated overtime rates are configured, for example, with the FLSA Adjustable parameter. When your administrators record earnings that impact FLSA overtime, they are prompted to also record the FLSA adjust start and end dates. Upon saving, the application recalculates the employee's average hourly rate over the date range and compares the amount of overtime that was paid against the amount of overtime that should have been paid based on the revised average rate and pays out the resulting difference on the current pay run.</p> <p>Terminations Dayforce provides an off-boarding wizard which managers or HR administrators can use to terminate an employee. The application collects the reason for termination, whether the employee is eligible for rehire, and the effective date of the termination. When terminating an employee, the application can automatically pay out the employee's balance of PTO hours as required by company policy or legislative requirement. As a single system for pay, time, and HR, these actions - terminating an employee and paying out their PTO hours - are all performed in a single application. The PTO hours flow through automatically to payroll to be paid on the current, open pay run. Their final hours pulled from the time and attendance functionality of Dayforce also flow through automatically to payroll without the need for any interfaces.</p> <p>In addition to the impact on pay and benefits, terminating an employee in Dayforce also triggers other processes; specifically, the employee's user account is switched to a predefined 'terminated' role which either limits or entirely revokes their system access, according to your direction. The application also removes the employee from any scheduled shifts, end dates any user delegations made by or to the employee, cancels any upcoming time away from work, and clears out future dated status changes on their employee record (such as a raise with a future effective date). Once employees have been terminated, managers can still view their information and search for them, as needed.</p>
	<p><i>Outline your talent optimization and employee developmental capabilities.</i></p>	<p>Employee development is supported in Dayforce through different features of our Talent suite: Performance, Learning, and Succession Planning. Dayforce makes employee development an active experience, rather than a passive activity tied to performance reviews or only done when the 'real' work is finished. As a result, employees are empowered to continuously improve which in turn drives engagement and organizational success.</p> <p>Configurable goal management supports organizational, departmental, and individual goals to achieve corporate objectives. Sharing organizational goals drives strategic behavior and improves employee engagement. Simple, easy performance reviews eliminate time consuming manual processes. Managers can provide continuous feedback and coaching, for a holistic assessment of an employee's performance. Insight into the performance management process allows greater management of goal alignment and performance review completions. Dayforce also provides configurable development</p>

		<p>plans to support employee development. Employees and managers can create and track specific development plan activities as part of the development plan and as part of the review form. Users can specify a name, description, and due date for each activity. Managers have visibility into their direct report development plans and activities and can update progress for any development plan they have access to.</p> <p>Within Dayforce Performance Management, the <i>Goals</i> screen provides employees and managers with complete visibility into how their individual goals roll up into the broader team and organizational goals that they are contributing to. From here, users can create new goals, update goal progress, launch courses from the Learning module, including self-enrolled courses, and add to the conversation to provide feedback on a goal. In addition, Dayforce Learning offers organizations a powerful tool to create a culture of continuous learning, while also supporting critical compliance concerns. With Dayforce, you can effectively provide training and development opportunities to employees at all levels, share knowledge and best practices, and manage certifications and skills.</p>
	<p><i>Describe your general HR functions not already addressed, including workflow management, benefits administration, and all other HR functionality.</i></p>	<p>Workflow Management</p> <p>Dayforce comes with an intuitive, graphical workflow editor, enabling your system administrators and other authorized users to easily configure the approval and notification process for various workflows. With the graphical editor, users 'draw' out the workflow by dragging and dropping appropriate nodes and connecting them in sequence. There are nodes for routing, decisions, notifications, processing, and others, to define what the application should do with the submitted form. During implementation, we will work with you to define and configure the appropriate workflows. With the intuitive workflow editor, Dayforce empowers your system administrators to modify or create new workflows as needed going forward, without the intervention of Ceridian support or technical staff.</p> <p>The workflows defined in Dayforce's workflow editor define and enforce the sequence tasks must be completed. The application does not advance an in-progress process beyond the step in the workflow it is currently on until that step is completed, or the system administrator overrides the workflow to manually advance it. In addition, many of the tasks in payroll, such as committing a pay run, generating an off-cycle pay, recording a manual check and disbursing its funds, committing year-end, generating ROEs for terminated employees, among others, have pre-defined steps to them that users are guided through by the application. Dayforce enforces the logical order to these processes to help users successfully complete them.</p> <p>Benefit Administration</p> <p>With regards to benefits, your benefits administrators can easily review employee enrollments and administer benefit elections for employees. The application allows administrators to view a rollup of all benefit elections at the plan and option levels. This can help identify the most popular plans and options, as well as which have the lowest adoption. By providing administrators with immediate visibility into elections, Dayforce can help you make important benefit decisions, such as which plans can be discontinued. This information also empowers administrators to identify opportunities to negotiate better rates with carriers and providers for the most used plans. In addition to this summary view, the application provides detailed election information for each employee; administrators can expand and collapse employee names to review the details of their elections.</p>

		<p>HR</p> <p>Dayforce provides intuitive HR functionality for administrators, managers, and employees as part of our always-on people platform for the global workforce. This includes electronic forms, approval workflows, and advanced reporting and analytics of HR data available through self-service. Customizable forms are available to employees through self-service to capture personal, professional and payroll tax information, and these can be accessed via web or mobile devices. The application also provides a dynamic workflow engine which allows you to define the approval process for administrative tasks. This reduces administrative burden by eliminating unnecessary paperwork and saves on document costs with a cloud-based solution.</p> <p>Dayforce Letter Management allows you to create and manage letters of correspondence and send these letters to employees and job candidates. You can use this feature for common employer generated communications like acceptance letters, salary changes and position changes allowing you to manage letters throughout the entire employee lifecycle.</p> <p>Dayforce allows all users to efficiently communicate. The Message Center provides an easy and intuitive way to send and receive important messages and notifications across the enterprise. Dayforce provides the right data to right people when they need it. The application has embedded analytics, a library of standard reports, and an easy-to-use report designer for custom reports. Users can build reports in a variety of formats, and schedule those reports to be issued on a regular basis. Dayforce uses a role-based security model to define which users have access to which data, so that users will only see the data in reports that they are authorized to view.</p>
	<p><i>Describe any other value-added services such as health insurance management, HR consulting, retirement services, and all other HR services you provide.</i></p>	<p>Retirement Services</p> <p>Dayforce fully supports configuring and administrating retirement plans. You can define multiple 401(k) plans with flexible configuration rules for administrators. The application allows employees to specify contribution amounts to their 401(k) or other pension fund using self-service. Dayforce also includes an expression builder that administrators can take advantage of to create company specific calculations for 401(k) deductions and for 401(k) matches. 401(k) loans are also fully configurable in the application. The application automatically restricts participants from receiving more than the annual limit for reimbursement accounts.</p>
<p>Integration with other platforms</p>	<p><i>Describe any integrations your organization can provide with other platforms or systems.</i></p>	<p>Dayforce provides a variety of methods to integrate with third party systems. These integrations can take the form of CSV or XML files transferred over SFTP; Web Services and APIs; and interchanges using Open Data Access Protocols, the IBM Sterling platform, or the Dell Boomi toolset. Our integration strategy is threefold:</p> <ul style="list-style-type: none"> • Standard Driven: Provide integration through standard technologies easily consumable by integration middleware or external systems. • Flexible: Dayforce is architected to be deployed as full suite or alongside an ERP, while supporting our customers enterprise integration best practices. • Enterprise Architecture Best Practices: We ensure that new technologies released in Dayforce supports best practices for HR focus systems.

Dayforce Integration Dimensions



Our implementation team has extensive experience integrating with a wide variety of third party vendors and interfaces to new vendors can also be created, as required. Integrations are very complex and must be started immediately upon engagement by the customer to gather the specifications and contact details from your vendor(s).

Web Services

With Dayforce's Web Services functionality, the application provides APIs with which customers and partners can build integrations from Dayforce into third party applications. The Dayforce Developer Network includes a RESTful API explorer and Schema Explorer and provides functions to retrieve employee schedules, time away from work, availability operations, and more. We also support token-based authentication for Dayforce APIs. All our partner integrations are documented in the Dayforce Developer Network which you can access at developers.dayforce.com. With respect to web services, we continue to add functionality and most recently improved Event Services so that event notifications can push to third party applications and utilize webhooks. We would expect you to have the expertise and development resources to support the configuration and consumption of web services. We also offer premium customized web services development services at an additional cost. Notification features require setup and maintenance of service on your side to acknowledge/confirm receipt of files. If acknowledgment is not received back, all data being sent to that service will suspend until the acknowledgment of last file is confirmed. Post go-live, you must have the time and technical resources available to implement code based on Dayforce web services features designed to meet your specific needs.

OData

Dayforce can also integrate using the Open Data Access Protocol (OData), allowing you to create connections to Dayforce from within third party systems. With this functionality, Dayforce can provide

raw data to the requesting application. Dayforce can link with Excel, Webi, Cognos, Crystal Reports, Access Databases, or SQL. This means that although Dayforce provides extensive reporting functionality with both standard reports and custom reporting using our Report Designer, you can if you choose to, bypass Dayforce for reporting purposes. We would expect you to have the expertise and development resources to support the configuration and maintenance of OData connections.

Import

Dayforce has import capabilities to interface and import relevant data from most third party systems. Dayforce uses an import of XML and CSV files, constructed to published interface specifications, and delivered over an SFTP site. The timing of imports is reliant on your third party systems and how often they export the relevant data adhering to Dayforce’s interface specification for the particular import. Any imports into Dayforce will be designed and applied by your team to meet import specification established by Dayforce and your team will be responsible for all modifications to imports.

Export

Dayforce controls the timing of exports via a schedule in the application, which can be scheduled to run at intervals – every hour, say, or every two days – or on a scheduled basis, either daily, weekly, monthly, or annually, at specified dates and times – such as the first day of each month, every Friday, or just on Jan 1.


Dayforce will produce either an XML or CSV file, depending on the configuration, and places it on your SFTP site. Each export has its own schedule, and you can define as many instances of each export job, each with different parameters and schedules, as necessary. For example, you can export payroll data by pay group, so with 50 pay groups in the system, you could configure 50 payroll exports, whereby each produces the export for the employees of its specific pay group. The Ceridian implementation team will build all exports as part of the implementation process. For exports, we have a team to support minor changes to export files at no cost. Any major changes after go-live will be subject to billing depending on complexity. Ceridian’s Value-Added Services can be requested for special projects such as Export modifications or creating new exports. Batch processes require configuration in the Dayforce application and possibly some configuration on your part - coding is not required for batch processes.

Dayforce Link

Dayforce provides the automatic exchange of data via Dayforce Link, which uses the IBM Sterling platform to provide integrations with over 400 different vendors covering more than 650 layouts. Dayforce Link exports information to benefits carriers, investment vendors, and employee verification vendors. Ceridian works with vendors to develop a reusable file format that can be leveraged for future clients. Each file must still be built against the customers unique configuration, tested through each phase of the implementation cycle and approved for production by the customer and vendor. For Dayforce Link, we have a team to support minor changes to export files at no cost. Any major changes after go-live will be subject to billing depending on complexity. Ceridian’s Value-Added Services can be requested for special projects such as Export modifications or creating new exports. Batch processes

		<p>require configuration in the Dayforce application and possibly some configuration on your part; coding is not required for batch processes.</p> <p>iPaaS Platforms (Dell Boomi and Mulesoft) iPaaS platforms provide a centralized system to govern, manage and integrate applications, and control integration flows to our partners. Dayforce supports iPaaS for data transformation and sharing, using platforms such as Dell Boomi and Mulesoft.</p>
<p>Ability to maintain data security and compliance for HIPPA, COBRA and any other relevant regulation, program, or industry standard</p>	<p><i>Please describe protocols taken to ensure the protection of privacy and data.</i></p>	<p>Ceridian respects the confidential nature of personal data and is committed to complying with all aspects of privacy laws, rules, regulations and industry standards globally. Ceridian has a responsibility to look after the information collected about individuals, including our customers, prospects, partners, employees and people browsing our websites. Ceridian takes data stewardship and security seriously. Once data is collected and held in a secure way, Ceridian takes all appropriate measures to manage risk and ensure privacy and security, without burdening users.</p> <p>Ceridian is committed to protecting our customer's, employee's, and contractor's information, along with other business data, through a program that defines reasonable and appropriate controls. Ceridian has a global policy that aligns to ISO27001 & ISO27002 standards.</p> <p>Compliance with Ceridian's data privacy and information security policies, standards, and procedures is mandatory. This includes the Privacy Program Policy and the Information Security Program Policy, and all applicable or related requirements. Privacy safeguards must be built into the design of all of Ceridian's information technology, business processes, physical spaces and networked infrastructures. A privacy risk assessment must be conducted by the privacy team on all new or changes to existing processing of personal data. All third parties must go through the Ceridian procurement process. Third parties that access personal data must be known and documented. The source of authorization for third parties to process personal data must also be documented. Personal data can only be disclosed to, or obtained from, a third party for authorized purposes as defined in the contract and/or as allowed by law. Third parties must be required to process personal data at a minimum to a level equivalent to applicable laws and Ceridian policies. A privacy impact assessment must be completed on third parties processing personal data at an appropriate frequency based on the risk to the personal data in accordance with Ceridian's defined process.</p> <p>Ceridian is not a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA); it is therefore not covered by HIPAA. In addition, since employers are not "covered entities" under HIPAA, Ceridian is not a business associate under the law. We partner with HealthEquity to support this functionality or an export to your third party provider can be configured. Dayforce provides the tracking details of COBRA qualifying events, related dates and notifies the COBRA administrator as required to send the notification letters and related administration responsibilities.</p> <p>Furthermore, Ceridian partners with and offers a certified link with WEX and HSABank to support COBRA administration services. If you are utilizing a provider not listed, we can certainly provide a file feed of all qualified COBRA events to the third party administrator of your choice.</p>

<p>Customer service/problem resolution</p>	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i></p>	<p>Ceridian Customer Support has coupled modern SaaS product support with deep domain knowledge for the success for our customers. We listen with empathy, deliver satisfaction, and empower our customers to achieve their ROI and efficiently run their business.</p> <p>Pod support model: Best of both worlds</p> <p>We built our support model by listening to our customers. They said their support rep should be there when needed; respond quickly; and act proactively in their best interest. All public sector customers are combined into distinct public sector support pods with distinct managers. This differentiated support model allows us to build strong relationships with clients and provide public sector specific support which understands the unique needs of the vertical.</p> <p>Within each Pod you can expect:</p> <ul style="list-style-type: none"> • Deep domain knowledge as a result of continuous training, and our rigorous four certification programs. • Thoughtful analysis, as we measure our accuracy, responsiveness, and overall delivery. Additionally, we analyze the number and types of tickets by each customer to help isolate root causes, make training recommendations and adjustments, and produce customer facing collateral that enables you to take greater ownership of your solution. • Voice of the customer – our teams have multiple listening avenues to collect real time feedback from our customers to drive continuous improvements. Real time Net Promoter Scores (NPS) sends our senior leadership team feedback as soon as it is received. • Use of predictive technologies so that support is proactive, not reactive with more than 400 automatic audits which perform transactional and configuration analysis. To identify errors and exceptions to trigger proactive contact and avoid downstream impacts. One example is our payroll commit audit which will flag exceptions to your historical patterns and pay schedule that create risk. We will call you proactively. <p>Process for support requests</p> <p>Based on our customer's recommendations, Ceridian provides options that allow individuals to make a case-by-case choice on how they communicate their service request.</p> <ul style="list-style-type: none"> • The Dayforce Customer Community is a SaaS based online portal, where customers can submit and monitor their requests through resolution. Customers can also monitor their peer's requests if they are out of the office. • Ceridian also has toll-free support numbers which customers can use as a convenient alternative to the online portal. If support is unable to resolve their issue while on the phone with the customer, they will create a support ticket on their behalf for further investigation. <p>Responses for support requests are provided via email, the online portal, and direct phone calls with clients. We do not track average time to resolution as it varies greatly depending on the specific issue. Our time to respond, based on severity of the issue, is listed below:</p> <ul style="list-style-type: none"> • Urgent: First response is within one business hour (Monday to Friday) or one hour (Monday to Sunday) with premium support. • High: First response is within eight business hours (Monday to Friday) or four business hours (Monday to Friday) with premium support.
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		<ul style="list-style-type: none"> • Medium: First response is within 12 business hours (Monday to Friday). • Low: First response is within 24 business hours (Monday to Friday). <p>Additionally, we have premium response times subject to an additional PEPM below:</p> <ul style="list-style-type: none"> • Urgent: First response is within one hour (Monday to Sunday). • High: First response is within four business hours (Monday to Friday). • Medium: First response is within 12 business hours (Monday to Friday). • Low: First response is within 24 business hours (Monday to Friday). <p>Hours of Operation Our hours of support are 7am to 9pm, except for Ceridian holidays. We also provide after-hours support for urgent severity issues. Initial engagement is via the online portal, with available on-call management support as required. Depending on the nature of the support, after hours items may be billable. All requests can be submitted 24/7 through our online portal.</p> <p>Our support centers are located in the following states: St. Petersburg, FL – USA, Fountain Valley, CA – USA, Atlanta, GA – USA, Minneapolis, MN – USA, and Honolulu, HA – USA.</p> <p>Outside of North America, we have support centers in the following global locations: Toronto, ON – Canada, Quebec City, QC – Canada, Winnipeg, MB – Canada, Glasgow, UK – Europe, Dusseldorf, DE – Europe, Bangalore, India, Hyderabad, India, Chennai, India, Mumbai, India, Noida, India, Shanghai, China, Tokyo, Japan, Manila, Philippines, Singapore, Kuala Lumpur, Malaysia, Ebene Cyber City, Mauritius, Adelaide, Australia, Melbourne, Australia, Brisbane, Australia, Perth, Australia, Sydney, Australia, Auckland, New Zealand, Wellington, New Zealand and Thailand, Bangkok.</p>
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the technology and services being provided.</i>	<p>Dayforce is one of the few solutions that will be accessed by all employees. Like other software projects, project success is ultimately determined by how effectively users leverage the capabilities of Dayforce. The true value of your investment in Dayforce stems from your users successfully adopting the solution. Dayforce offers a comprehensive education program designed to enhance self-sufficiency at every level of your organization. The program provides resources to develop operational skills for employees, managers, and administrators, as well as deployment resources.</p> <p>Education experience tailored to your needs</p> 

Dayforce Education Program includes multiple platforms and approaches to deploy training including instructor-led training, eLearning, videos, PowerPoint, and printed materials, and may be delivered through the web or onsite at your location. Many of the training courses offered by Ceridian can count as credits towards your APA or CPA certification. Training types and methods can be customized to meet your needs. Your Ceridian representative will discuss your training needs further to ensure that the best education package is developed based on your unique needs and business goals.

Ceridian provides customers with a Dayforce Education Package or Education Package Pro, which includes the following:

Dayforce Essential Org Readiness Toolkit

Help your organization prepare for change with the Dayforce Essential Org Readiness Toolkit. Plan, communicate, supplement, and support your people. Leverage an easy-to-use org readiness toolkit that includes tools and resources to build your deployment strategy. Get the most out of your investment with editable resources and content for a successful launch.

Live Membership

Access to the entire Dayforce Education catalog which includes public Instructor-Led Training, videos, and eLearning designed for top-level users/administrators looking to gain expertise on the features, functionality, and configuration of Dayforce. Each session is highly interactive and provides a hands-on experience taught by certified learning consultants. An extensive course catalog allows users to develop confidence and in-depth product knowledge in a fast and efficient manner. As part of Live membership, administrators can validate their product knowledge by completing any of the three Dayforce Professional Series described below.

Dayforce Payroll Professional

The Dayforce Payroll Professional comprehensive training program is designed to engage payroll administrators to gain a better understanding of how to optimize their use of, and your investment in, Dayforce. This program, which is a part of your Dayforce Live Membership package, will include a dedicated online learning track with practical, hands-on interactive courses, and assessments. It helps participants increase their knowledge and confidence using the Dayforce solution. Your payroll administrators will not only acquire the right skillset to be more effective in their role, but also gain access to a community of like-minded peers through Ceridian's XOXO Customer Success program and achieve a professional status upon completion.

Dayforce Benefits Professional

Dayforce Benefits Professional is a comprehensive training program allows you to gain a better understanding of how to optimize your use and investment in Dayforce Benefits. As part of the Dayforce Live membership package, the Dayforce Benefits Professional series will increase your knowledge and confidence in Dayforce and educate you on best practices to define and manage your benefits. Upon completion of the program, your administrator will gain professional status and improve their skills to be effective in the role.

Dayforce Workforce Management Professional

The Dayforce Workforce Management (WFM) Professional program is designed for WFM administrators to gain a better understanding of how to optimize your use in Dayforce WFM. As part of the Dayforce Live Membership package, the Dayforce Workforce Management Professional series will increase your knowledge and confidence using Dayforce and educate you on best practices to optimize your workforce and reduce labor costs.

Dayforce My Path Training

MyPath allows your organization access to ongoing, on-demand, interactive user training. Accessible from within the application, MyPath provides all users with detailed, step-by-step instructions on how to use Dayforce.

In addition, organizations can leverage one-time value-add services designed for specific milestones or audiences:

Administrator or Project Teams:

Instructor-Led Exclusive Training

Instructor-Led Exclusive Training is like the live membership except you will have your own trainer.

Dayforce Education Consulting

Dayforce Education Consulting provides you with one-on-one informal training/coaching on specific tasks/processes as identified by you for tasks such as transaction processing, explanation of Dayforce product concepts and processes, and minor administration or configuration updates.

Dayforce Reporting Workshop

The Reporting Workshop is designed to help power users get started developing reports in your database. There is an assessment component that assesses both your reporting needs, as well as your current reporting skillset. After the assessment, the Dayforce Reporting Workshop is tailored to you based on the assessment results.

Dayforce Payroll Administrator Fast Start

Through one-on-one coaching, we provide an overview of fields on the HR record relevant for payroll and a walk-through of the pay cycle, payroll auditing reports, and pay processing procedures. We will work with you to identify key processes and tasks that need to be completed to review and process pay using Dayforce Payroll.

Dayforce My Path Pro Training

As an option, the Education Package Pro will provide you access to the MyPath Publisher which will allow you to customize your MyPath content. Ceridian will train your team to use the MyPath publisher. MyPath Pro will reduce content development and delivery effort by 50 to 75%.

Employees, Managers and Field Administrators:

Dayforce Custom Go-Live

Dayforce Custom Go-Live Training is a solution for organizations looking for assistance to train employees and managers in transitioning over to Dayforce. Custom training allows you to combine

		<p>your specific configuration with your business processes to optimize end-user adoption. Using a combination of eLearning and instructor-led courses, users will leverage Dayforce functionality to adhere to operational processes. Easy-to-use learning materials and hands-on training delivered in an environment that matches your configuration, enables faster user adoption.</p>
<p>Financial condition of vendor</p>	<p><i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i></p>	<p>Ceridian is in excellent financial condition. Financial highlights for Q2 of 2022 include:</p> <ul style="list-style-type: none"> • Total revenue, which includes revenue from both Cloud and Bureau solutions, was \$301.2 million for the second quarter of 2022, an increase of 20.3%, or 22.7% on a constant currency basis. Excluding float revenue, total revenue was \$286.5 million for the second quarter of 2022, an increase of 19.4%, or 21.8% on a constant currency basis . • Dayforce recurring revenue was \$194.3 million for the second quarter of 2022, an increase of 29.0%, or 30.7% on a constant currency basis. Excluding float revenue, Dayforce recurring revenue was \$183.2 million for the second quarter of 2022, an increase of 28.0%, or 29.7% on a constant currency basis. • Cloud revenue, which includes both Dayforce and Powerpay revenue, was \$262.9 million for the second quarter of 2022, an increase of 25.5%, or 27.7% on a constant currency basis. Excluding float revenue, Cloud revenue was \$249.1 million for the second quarter of 2022, an increase of 24.6%, or 26.8% on a constant currency basis. • Cloud recurring gross margin was 72.2% for the second quarter of 2022, compared to 72.0%. Excluding the impact of share-based compensation and related employer taxes, and severance charges, cloud recurring gross margin was 76.4% for the second quarter of 2022, compared to 74.1%.³ • Net loss was \$19.8 million for the second quarter of 2022, compared to net loss of \$25.8 million. Adjusted net income was \$33.0 million for the second quarter of 2022, compared to \$18.9 million. • Diluted net loss per share was (\$0.13) for the second quarter of 2022, compared to (\$0.17). Adjusted diluted net income per share was \$0.21 for the second quarter of 2022, compared to \$0.12. Diluted weighted average common shares outstanding were 152.8 million and 149.3 million for the second quarter of 2022 and 2021, respectively, and 155.1 million and 155.4 million for the second quarter of 2022 and 2021, respectively, on an Adjusted basis. • Adjusted EBITDA³ was \$61.8 million for the second quarter of 2022, compared to \$39.9 million. • Cash and equivalents were \$371.2 million as of June 30, 2022, compared to \$367.5 million as of December 31, 2021. • 5,728 Dayforce customers were live on the Dayforce platform as of June 30, 2022, an increase of 11%. • Dayforce recurring revenue per customer was \$114,630 for the trailing twelve months ended June 30, 2022, an increase of 10.5%. • Total debt was \$1,238.5 million as of June 30, 2022, a decrease of \$4.0 million, compared to \$1,242.5 million as of December 31, 2021. <p>KPMG conducts external audits (financial statement audits), and KPMG and PECB perform assurance audits, there are two internal audit groups, one focusing on SOX, the other on business audits. Additionally, the Securities and Exchange Commission (SEC) performs a security/privacy audit every</p>

		<p>second year (performed by AT&T) via a consent order. Our finance team also undergoes a National Automated Clearing House Association (NACHA) audit. The SEC audit was last performed in the fall of 2021 and the next one will not be due until 2024. All the other audits are annual. There were no major non-conformities, nor material/significant weaknesses noted.</p> <p><u>Ceridian HCM Holding, Inc., Credit Rating</u> S&P: B+ Moody's: B3 A comprehensive credit rating report issued by S&P is attached with this entry.</p>
	<i>What was your annual sales volume over last three (3) years?</i>	For the years 2019, 2020, and 2021, our total HCM revenue was \$824.1 million, \$842.5 million, and \$1,024.2 million respectively. For the years 2019, 2020, and 2021, our total revenue generated by Dayforce was \$569.7 million, \$648.8 million, and \$785.9 million respectively.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Dayforce provides a single application for human capital management. Self-Service is part of the single application, and as such, is seamlessly integrated to all functional modules. Dayforce provides context-sensitive standard reports throughout the application as well as an intuitive Report Designer for custom reports. To run a report, management would simply click on the <i>Reports</i> button to display a menu of reports based on the area of the application that they're in.
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	<p>Ceridian is a global company with offices across the globe. Our recent acquisition of Excelity is expanding our reach in India, Malaysia, and the Philippines while our recent acquisition of Ascender is expanding our reach across 30 countries in the Asia Pacific Japan (APJ) region. We are able to provide support in 20 languages.</p> <p>In addition to Dayforce Payroll and Managed Payroll capabilities in the US, Canada, the UK, Ireland, Australia, New Zealand, Mauritius, and Singapore, Ceridian delivers payroll globally through our certified network of best-in-country payroll partners, while linking all data transmissions through the Dayforce platform for simplified payroll processing and reporting. Our flexible approach to data and integration is virtually limitless, enabling payroll in every major market in the world. We also plan to deliver Dayforce Payroll across new markets, including Germany, Hong Kong, Indonesia, Malaysia, Philippines, South Korea, Taiwan, and Thailand.</p>
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>We are a global company with offices across the world. Below outlines our offices in the following states: Minnesota, U.S.; Florida, U.S.; California (Gardena and Fountain Valley), U.S.; Georgia, U.S.; Hawaii, U.S.; Illinois, U.S.</p> <p>Our support centers are located in the following states: St. Petersburg, FL – USA, Fountain Valley, CA – USA, Atlanta, GA – USA, Minneapolis, MN – USA, and Honolulu, HA – USA.</p>
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Ceridian takes health and safety seriously. As a result, we have an excellent safety record across our offices. We are unable to disclose further details at this time.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	https://www.ceridian.com/ca/solutions/public-sector
	<i>Please provide a brief history of your company, including the year it was established.</i>	Ceridian was founded in 1992 and acquired Dayforce in 2013. We are a founder-led organization, and our culture combines the agility and innovation of a start-up with a history of deep domain and operational expertise.

		<p>Ceridian was acquired in 2007 by affiliates and co-investors of Thomas H. Lee Partners, L.P. and Cannae Holdings, Inc., which split-off from Fidelity National Financial, Inc. Dayforce was founded in 2009 and in 2012, Ceridian announced its OEM arrangement with Dayforce Corporation, which had built Dayforce, a Cloud HCM solution. Ceridian acquired Dayforce in 2013 and in the months following the acquisition, Dayforce founder, David D. Ossip, was named Chief Executive Officer of Ceridian, and shortly thereafter, we generally stopped actively selling our Bureau solutions to new customers in the United States to focus our resources on expanding the Dayforce platform and growing Cloud HCM solutions. We are a founder-led organization, and our culture combines the agility and innovation of a start-up with a history of deep domain and operational expertise.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p><i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i></p>	No.
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Please refer to "Appendix 2 - Sample Project Team Bios" for a sample of Ceridian's implementation team biographies. Please note that these are meant to be representative and there is no guarantee to these exact resources being assigned to your account.</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	We do not break these out in our filings.
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>At Ceridian, we recognize that the public sector is different and has unique requirements but also needs to leverage best practices across the industry. To that end, we have customized our offering to meet your unique requirements while also ensuring we are providing you with insights on industry best practices. There are three unique imperatives specific to the public sector which we believe differentiates our offering: dedicated resources, a custom operating model, and a targeted offering, described in greater detail below.</p> <p>Dedicated Resources</p> <p>Across our organization, and across all our functions, we have individuals dedicated to the public sector:</p> <ul style="list-style-type: none"> • Unique public sector requirements and product roadmap require a team of public sector specialized professionals in strategy, advisory, and product development. • Public sector industry advisors drive engagement strategy, product strategy, and external engagement through webinars, white papers, and industry guidance. • Active public sector association partnerships combined with a strong partner ecosystem help deliver successful engagements. • A dedicated public sector specialized legal team to facilitate contracting and help ensure compliance across local, regional, and national regulatory requirements.

- Optimized true cost of Human Capital Management (HCM) technology with discounted implementation fees and billings done on actual employee count via monthly system audits by public sector HCM experts.

Custom Operating Model

We also have dedicated relationship managers for our public sector customers and a dedicated services offering that will follow you and your team post implementation, to help ensure continued adoption of Dayforce and satisfaction. Our customized operating model aligns with the unique needs of the public sector:

- Strategic partner driving HR digitization and modernization projects across hundreds of public sector organizations globally.
- Localized implementation model with onshore implementation teams working closely with project teams across North America.
- Concierge approach to maximize product adoption and verify configuration for reporting and compliance delivered throughout the first year of implementation.
- Designated relationship managers to deliver operational enhancements and process improvements.
- Access to public sector specific knowledge repository containing thought leadership, user groups, webinars, and white papers.
- Access to public sector user groups and customer community to leverage best practices followed by organizations of similar scale and complexity.

Targeted Offering

Our targeted product offering also handles the complexity of the public sector:

- Industry leading native cloud solution that leverages a single database and delivers a consistent experience via an easy-to-use interface.
- Dedicated product managers and roadmap for the public sector, meaning features that are critical to the public sector – such as compliance, benefits, entitlements, position control and management are given the required attention.
- Superior improvement in accuracy and process efficiencies delivered for compliant tax reporting, payroll deductions, and regulatory updates.
- Cutting edge innovation delivered through new payments and talent tool that enables access to on-demand pay thus attracting and retaining key workforce.
- Agile development of new technologies to support the organization such as Artificial intelligence (AI), Machine Learning (ML) and Robotic Process Automation (RPA).
- Dedicated public sector cloud environments to secure data and meet public sector data security requirements in the US (Federal Risk and Authorization Management Program [FedRAMP Moderate]) and Canada (CCCS Medium). Ceridian is also in process to be FedRAMP ready by Q4 2022.

We have organized ourselves to differentiate our offering for the public sector and this is resulting in significant momentum in the market. We've helped governments and public sector organizations implement next generation HCM solutions to transform their workforces, delivering higher-value

		outcomes for citizens, while maximizing data protection and security, recognizing the complexity and uniqueness of the sector.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	From time to time certain legal actions arising in the normal course of business may be pending against Ceridian (as is common for any large organization). However, while the final outcome with respect to such actions outstanding or pending as at the date hereof cannot be predicted with absolute certainty, Ceridian is of the opinion that the resolution of such litigation will not have a materially adverse effect on Ceridian's ability to perform the services or meet its obligations under the definitive agreement should we be selected as the successful vendor.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	Below are 10 customer references that are live on Dayforce: <ul style="list-style-type: none"> • City of Columbus • City of Pittsburgh • Nobel Network of Charter Schools • Lindamood-Bell Learning Processes • Kenosha County • St. Louis County Library • North Texas Municipal Water District • Southern State University Community College • Noble Learning Communities • Eden II Programs • Spring Education Group <p>At the appropriate time in the evaluation and decision process, we will gladly arrange reference calls. Ceridian was recently named a Gartner Peer Insights Customers' Choice for 'Cloud HCM Suites for 1000+ Employee Enterprises'. The Gartner Peer Insights Customers' Choice distinction is based on reviews and ratings from professionals who have experience purchasing, implementing, and using HCM Suites.</p>
Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	Ceridian is in process to be Federal Risk and Authorization Management Program (FedRAMP) ready by Q4 2022. In addition, Ceridian (the organization) and Dayforce (the product), are ISO 27001 audited and certified. Ceridian has also been audited by an independent third party under the ISO 27017, ISO 27018, and ISO 27036 frameworks as well as NIST 800-171. Additionally, Ceridian completes SSAE18 SOC1 and SOC2 reports, (both Type 2) annually.
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Dayforce is an always-on people platform for the global workforce that combines HR, payroll, benefits, workforce management, and talent management functionality in a single application. We are the only company to provide this breadth and depth of functionality in a single application and for this reason, we are the world's fastest growing human capital management (HCM) company.

<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>Ceridian is a public company, traded on the New York Stock Exchange, the Toronto Stock Exchange, and the Standard & Poor's 500 under the symbol CDAY. Our largest shareholders include Capital Group, T. Rowe Price, and Cannae Holdings.</p>
<p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>		
<p>MWBE Status and/or Program Capabilities (10 Points)</p>		
<p>MWBE status, subcontractor plan, and/or joint venture program</p>	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>Ceridian strives to attract a diverse supplier network, recognizes the importance of supplier diversity and is committed to ensuring that it is an integral part of our day-to-day business operation planning. We believe that the utilization of a diversified supplier base is vital to our company's growth and to the economic success of the communities where we work and live. Our commitment is to maximize use of small business enterprises' participation through the development of mutually beneficial business relationships.</p> <p>It is the policy of Ceridian to maintain a diversified list of qualified suppliers and to provide opportunities for them to participate as partners and suppliers of goods and services through our corporate procurement process. The suppliers include Small Businesses (SBs), Small Disadvantaged Businesses (SDBs), Women Owned Small Businesses (WOSBs), Veteran Owned Small Businesses (VOSBs), Service Disabled Veteran-Owned Small Businesses (SDVOSBs), HUBZone, Historically Black Colleges and Universities (HBCU) and Minority Institutions. It is our policy to select suppliers on a competitive basis to the maximum extent practicable, consistent with the objectives and requirements of Ceridian.</p> <p>At Ceridian, we believe that good corporate citizenship includes supporting supplier diversity efforts to create sustainable economic development in the communities we serve. We will continue to encourage and work to develop successful partnerships with small business enterprises that model our business approach and support our overall business philosophy.</p>
	<p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>Ceridian has a number of internal diversity programs, outlined below, and we also strive to attract a diverse supplier network, neither of which has an impact on pricing for our customers.</p> <p><u>Diversity Programs</u></p> <p>At Ceridian, we want our people to bring their best selves to work each and every day. Diversity and inclusion is something we live and breathe. We know it's our differences that make us better, and everyone should feel comfortable and welcome in the workplace. That's why we have worked tirelessly to develop programs that reflect our dedication to diversity and inclusion.</p> <p>YOUunity, Ceridian's Diversity and Inclusion program is committed to building an inclusive environment where every employee and customer is valued, respected, and supported. Our YOUunity groups celebrate awareness days and cultural events, and host events throughout the year which all employees across our offices are invited to attend – including a Pride Webinar, Diwali celebration, Cinco de Mayo event, Black History Month Trivia, International Women's Day Summit, and more.</p>

		<p>We are proud to have YOUUnity led by Executive Sponsors and a global Steering Committee of employees from North America, Mauritius, and the United Kingdom. Our Steering Committee provides strategy and oversight for the activities of the YOUUnity program. We also have a YOUUnity Employee Team which is made up of employees who build, shape, and deliver YOUUnity programs and offerings throughout the year. Our employee-led YOUUnity groups include the following:</p> <ul style="list-style-type: none"> • Ceridian Women’s Network (CWN): The CWN is our forum for women's professional development and personal growth. Activities include networking events, educational and social activities, opportunities for colleagues and customers to share knowledge, and forums to reflect on practices and policies. • CeridianPRIDE: CeridianPRIDE fosters an inclusive and accepting culture for Ceridian's LGBTQ+Allied colleagues so they can be their whole selves at work. This group provides a safe space for awareness, education, employee activities, and networking. • Ceridian Black Employee Network (CBEN): The CBEN focuses on breaking through biases and barriers experienced by black people in the workforce. Members actively participate in initiatives that educate, bring awareness to, and engage all employees to create an inclusive and equal workplace, contributing to the success of Ceridian and its employees. • Ceridian Hispanic & Latino Network (CHLN): The CHLN focuses on promoting cultural awareness and building a network within the Ceridian community that fosters an inclusive environment. The group leads educational and celebratory events, giving all employees an opportunity to network and learn about the each of the Hispanic and Latino heritages. • disABILITY@Ceridian: disABILITY@Ceridian represents a diverse community of differently abled individuals and allies. This group is open to anyone who wants to support and empower people of different abilities to reach their full potential in the workplace. We focus on reducing stereotypes and stigmas and identifying resources that will set colleagues up for success and independence. • Ceridian Veteran & Military Network (CVMN): The CVMN values and represents veteran and active service members, including family, friends, and supporters. This group focuses on career building, comradery, and elevating awareness about the value that veterans and active service members bring to the workforce.
Please attach any certifications you have as part of your response to Form 6.		
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes, we have. Ceridian has a robust partner network, which includes multiple MWBEs that we work with on a regular basis. As opportunities like this one present themselves, we make sure we are aligned with our partners to deliver solutions to our customers, prior to an award or down selection is being made.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE</i>	As our public sector practice has grown, the Ceridian Partnerships team has made a strong effort to attract and enable multiple MWBE organizations across the nation, to deliver joint

	<i>subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	solutions for our customers. We believe in strong, mutually beneficial partnerships that are aligned to fit the specific needs of our customers and our successful track record of implementations shows that. As the needs of our customers evolve, our strategy around who we should be working with to deliver, evolves with it.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	Ceridian will utilize inclusion on this cooperative purchasing agreement in outbound marketing materials, in perspective customer microsites and customer presentations. As we grow our public sector operations inclusion on cooperatives such as this will be imperative for long-term success as we scale this part of the organization.
	<i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	Over the last five years, Ceridian has developed a true Public Sector vertical that encompasses state, county, and municipal governments, federal and state agencies, higher education and K-12. Our approach includes specialized, dedicated sales and support structures, and our teams are comprised of professionals from varied public sector and education backgrounds, including many who have used Dayforce software and services to solve business challenges in public sector environments. Our efforts are directed by a deeply experienced Public Sector industry leader who reviews training plans and product offerings to ensure that all specialized Public Sector and Education employees – both in sales and in service – are current on industry trends, best practices, and special concerns of the non-commercial vertical we serve.
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	Ceridian agrees to allow Region 10 ESC and Equalis Group to use our logo for marketing communication and promotions on case by case basis, subject to approval by Ceridian's legal department. Please refer Ceridian's Legal Statement provided in our submission for more information.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	In standard practice with cooperative purchasing agreements, flow through terms are expected with this type of agreement and Equalis will be made aware of all deals utilizing the agreement as they will be the executing agency for all purchase orders to Ceridian.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	Ceridian is currently in the process of obtaining inclusion onto multiple cooperative purchasing agreements including but not limited to; Texas DIR, NASPO ValuePoint.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	Ceridian has been a proud partner to the public sector for decades, offering a suite of solutions to help our clients meet the challenges of the day. With our latest solution Dayforce, we are experiencing tremendous momentum in attracting new local governments while also supporting exiting clients move to the fastest growing human capital management platform in the market. We will utilize the contract with perspective customers to streamline the procurement process. We see this contract as an opportunity to benefit both of us, our customers, as well as Equalis and Region 10.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	A total of 8 representatives located across the United States, will work on this contract.

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Ceridian's Response

Please refer to the attached, "**Appendix 1 - HCM TX Qualification 2022**".

Ceridian can discuss in further detail if there is anything else you'd like to review at this time.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

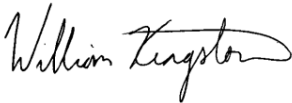
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40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

Potential Vendor: **Ceridian HCM, Inc.**

Title of Authorized Representative: **Billy Kingston**

Mailing Address: **Ceridian HCM, Inc. is located at 3311 E. Old Shakopee Road, Minneapolis, Minnesota, 55425.**

Signature:

A handwritten signature in cursive script that reads "William Kingston". The signature is written in black ink and is positioned below the "Signature:" label.

PROPOSAL FORM 5: DEBARMENT NOTICE

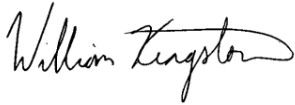
I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: **Ceridian HCM, Inc.**

Title of Authorized Representative: **Billy Kingston**

Mailing Address: **Ceridian HCM, Inc. is located at 3311 E. Old Shakopee Road, Minneapolis, Minnesota, 55425.**

Signature:

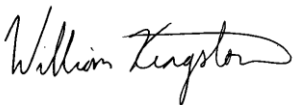
A handwritten signature in black ink that reads "William Kingston". The signature is written in a cursive style with a prominent loop at the end of the last name.

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

The undersigned certifies, to the best of his/her knowledge and belief, that:

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



Signature of Respondent

November 10th, 2022

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

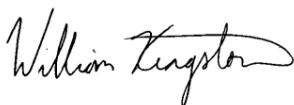
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

November 10th, 2022

Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

VENDOR

Ceridian HCM, Inc.

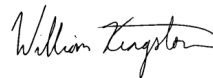
ADDRESS

3311 E. Old Shakopee Road, Minneapolis, Minnesota
55425

PHONE 1-800-729-7655

FAX 952-853-7272

RESPONDANT



Signature

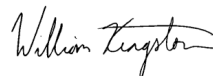
Billy Kingston

Printed Name

Enterprise Account Executive

Position with Company

AUTHORIZING OFFICIAL



Signature

Billy Kingston

Printed Name

Enterprise Account Executive

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? *W.K.*
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? *W.K.*
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Billy Kingston	3311 E. Old Shakopee Road, Minneapolis	Ceridian HCM, Inc.
<hr/>	<hr/>	<hr/>
Name	Address	Company
Minnesota	55425	Minneapolis
<hr/>	<hr/>	<hr/>
State	Zip	City

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under
under law or in
breach of contract

W.K.

the Contract are in addition to any other remedies that may be available equity. By submitting a Proposal, you agree to these Vendor violation and terms.

Does vendor agree?

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2)

make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

W.K.

Does vendor agree?

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

W.K.

Does vendor agree?

(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act

provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? *W.K.*

(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree? *W.K.*

(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? *W.K.*

(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-

1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree?

W.K.

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such

information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?

W.K.

(Initials of Authorized Representative)

14. Applicability to Subcontractors

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

Does vendor agree?

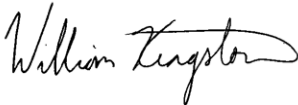
W.K.

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Ceridian HCM, Inc.

Company Name



Signature of Authorized Company Official

Billy Kingston

Printed Name

Enterprise Account Executive

Title

November 10th, 2022

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

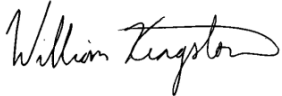
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Signature of Respondent

November 10th, 2022

Date

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Authorized Signature and Title

Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: Ceridian HCM, Inc.

Street: Old Shakopee Road

City, State, Zip Code: Minneapolis, Minnesota, 55425

State of Minnesota

County of Hennepin

*I, **Billy Kington** of the **City of Austin** in the **County of Travis**, **State of Texas** of full age, being duly sworn according to law on my oath depose and say that:*

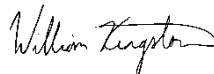
*I am the **Enterprise Account Executive** of the firm of **Ceridian HCM, Inc.**,*

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

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

Ceridian HCM, Inc.

Company Name



Authorized Signature & Title

Subscribed and sworn before me

this **10th** day of **November, 2022**

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

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

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form _____
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Authorized Signature and Title

Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability

Subchapter S

Corporation

Corporation

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

Stockholders:

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

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Ceridian’s Response: Please refer to Page the attached, “Ceridian’s Legal Response to Texas Region 10 RFP” for more information.

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

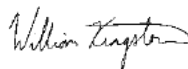
Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. *(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. *(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

November 10th, 2022

Date



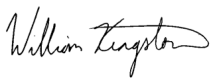
Billy Kingston, Enterprise Account Executive

Authorized Signature & Title

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name	Ceridian HCM, Inc.
Address	3311 E. Old Shakopee Road, Minneapolis, Minnesota, 55425.
City/State/Zip	Minneapolis, Minnesota
Telephone No.	1-800-729-7655
Fax No.	952-853-7272
Email address	Billy.Kingston@ceridian.com
Printed name	Billy Kingston
Position with company	Enterprise Account Executive
Authorized signature	

Term of contract January 1, 2023 to December 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

Region 10 ESC Authorized Agent

Date

Print Name

Equalis Group Contract Number _____



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of September 1, 2022, by and between Ceridian HCM, Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

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

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor’s name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. “shipping point” and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer’s delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify

any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity**: Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax**: Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing**: Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance**: Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days’ notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors**: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

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

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

14. CONTRACT SIGNATURE FORM

Please note: A copy of the Contract Signature Form has been provided in Section 2; Proposal Submission and Required Forms

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

VENDORS MUST SUBMIT THIS FORM AS PROVIDED IN SECTION 2 COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Prices are guaranteed: **120 days**

Company name	Ceridian HCM, Inc.
Address	3311 E. Old Shakopee Road
City/State/Zip	Minneapolis, Minnesota, 55425
Telephone No.	1-800-729-7655
Fax No.	952-853-7272
Email address	Billy.Kingston@ceridian.com
Printed name	Billy Kingston
Position with company	Enterprise Account Executive
Authorized signature	

Term of contract January 2023 to January 2025

Unless otherwise stated, all contracts are for a period of two (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

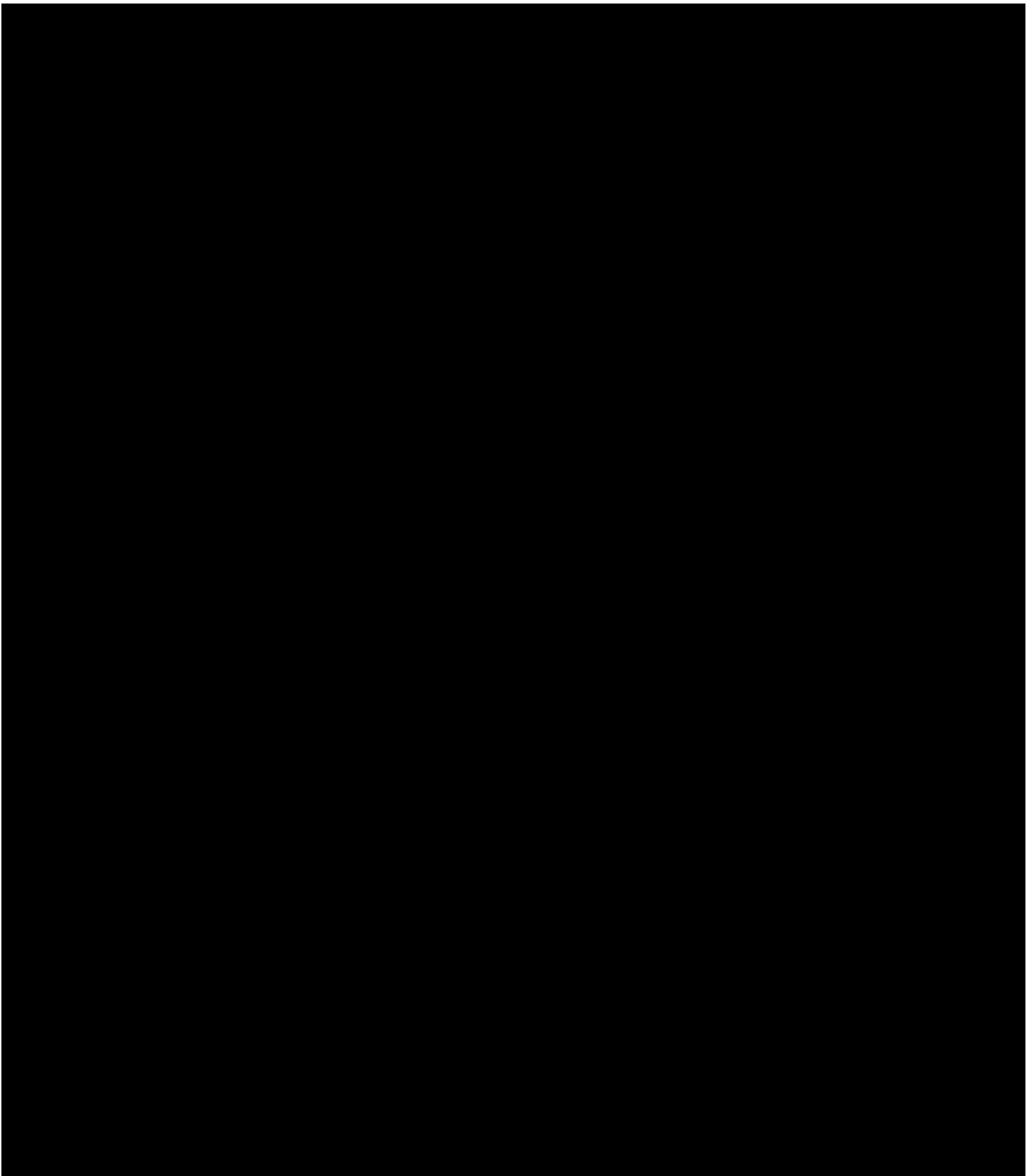
Region 10 ESC Authorized Agent

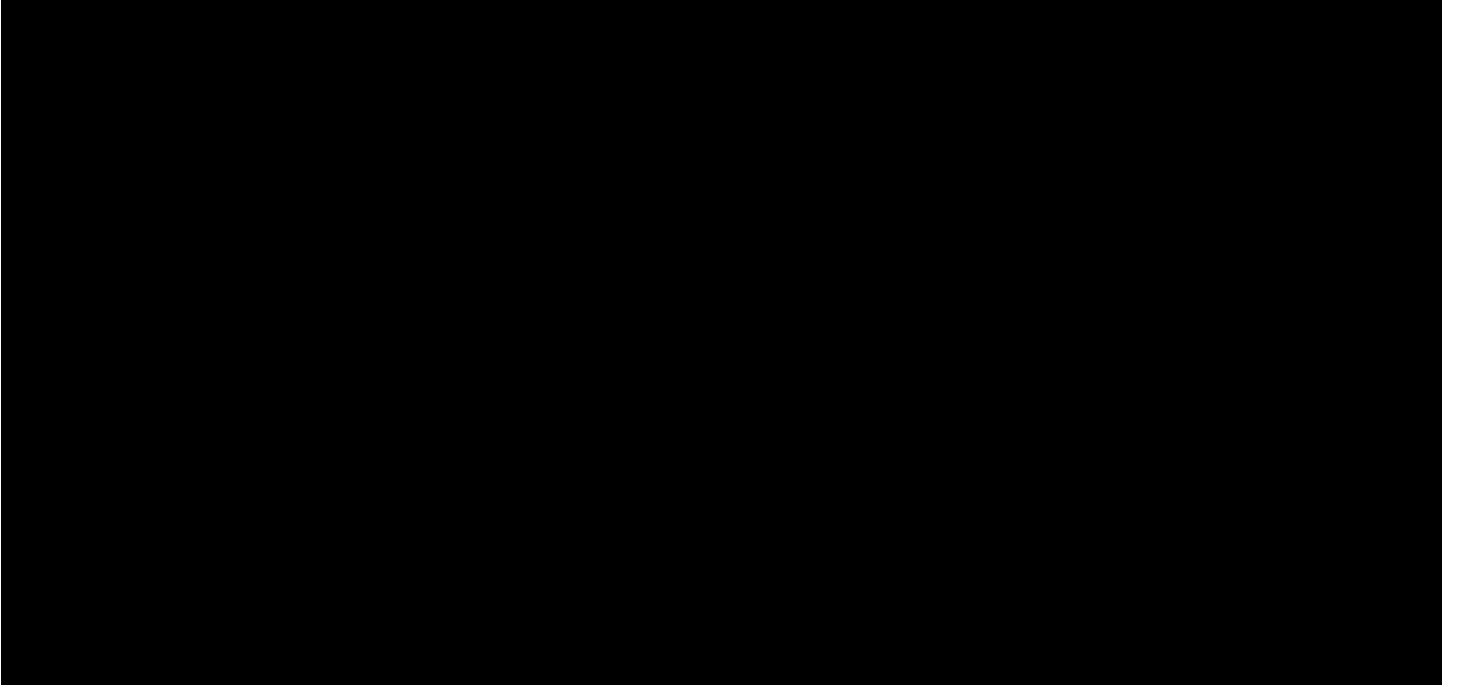
Date

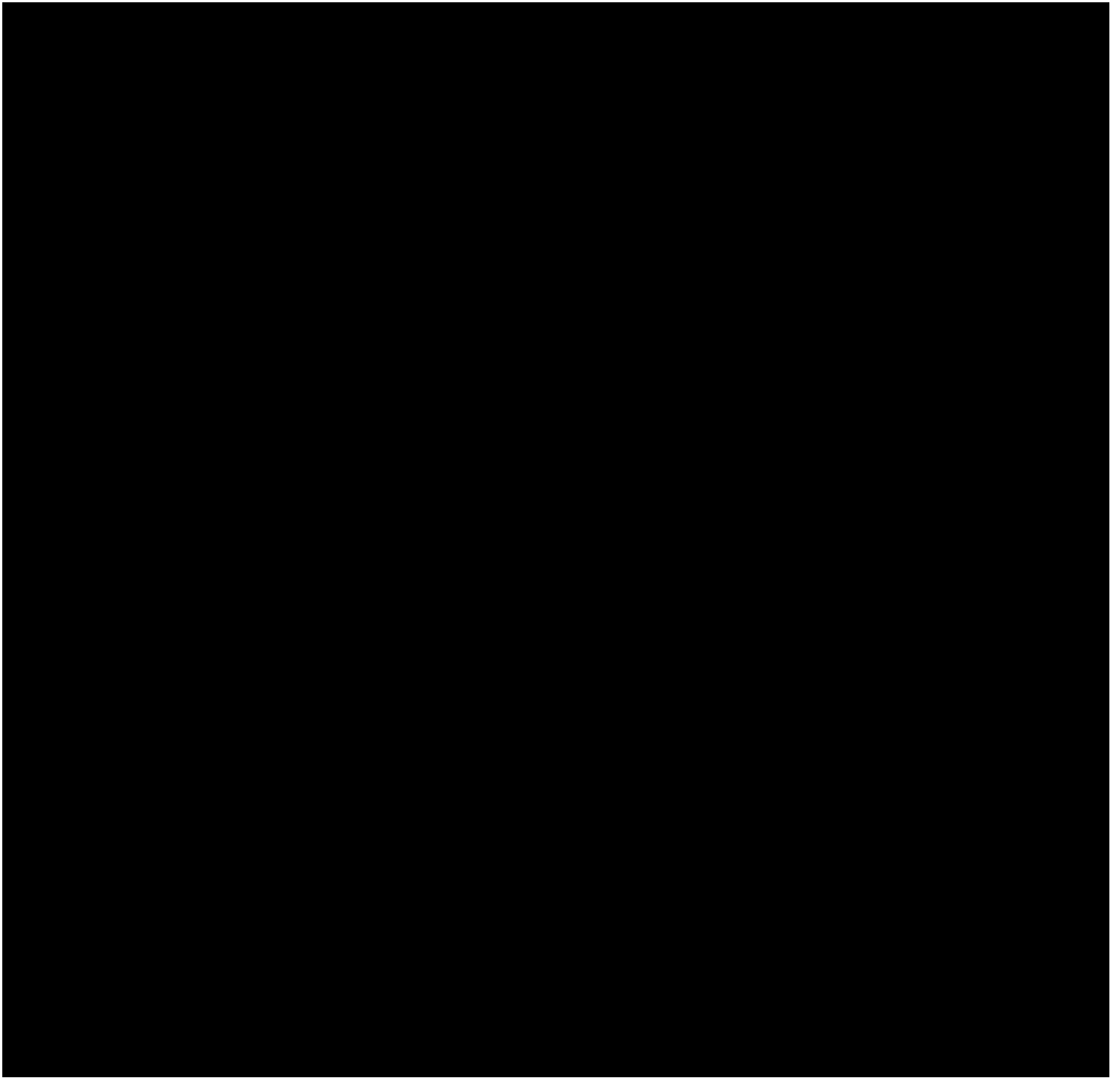
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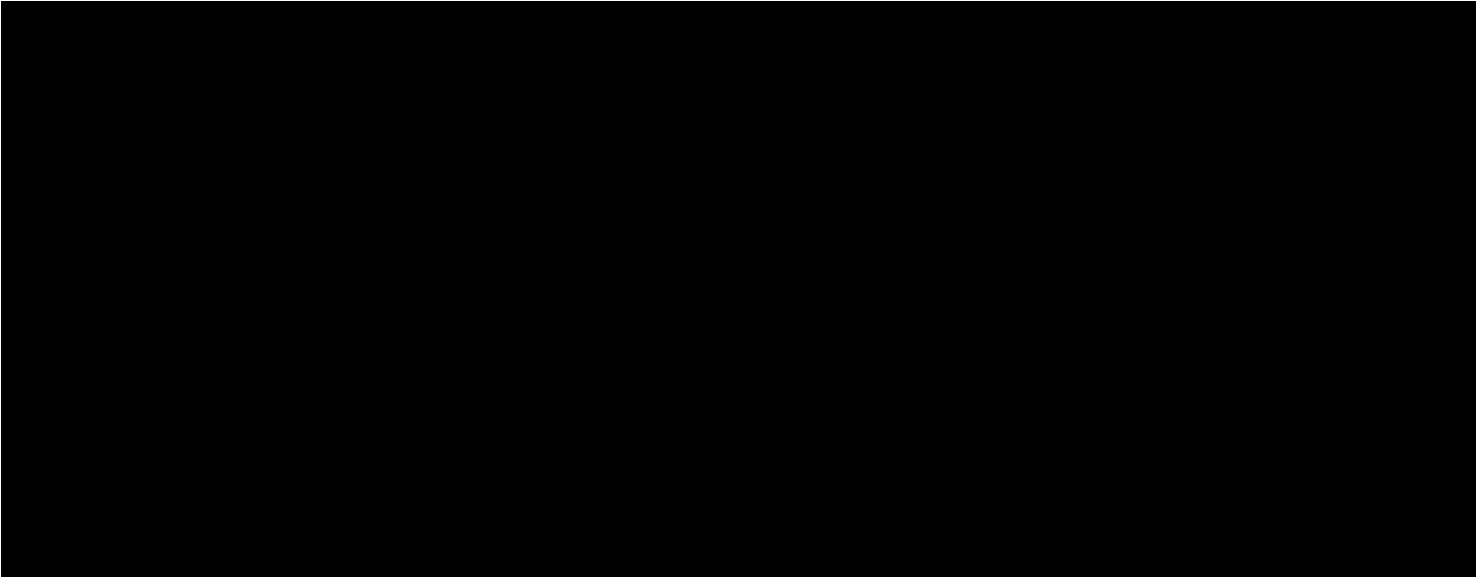
Equalis Group Contract Number _____

Pricing









Appendices

Entity Details

Entity Name: Ceridian HCM, Inc.
CSC Entity ID: 3181234

Domestic Jurisdiction: Delaware
Formation Date: 01/28/2013

Jurisdiction Details - Texas

Statutory Representation

Registered With: Secretary Of State, Statutory Filings Division, Corporations Section

Authorization Date: 03/25/2013

CSC Service: Statutory Representation

Jurisdiction ID: 801755420

CSC Service
Status: Active

Registered Agent /
Office: Corporation Service
Company d/b/a CSC-
Lawyers Incorporating
Service Company 211 E.
7th Street, Suite 620,
Austin, TX, 78701-3218

Agent Appointed
On: 03/26/2013

Jurisdiction Status: Active

As of Date: 03/25/2013

Corporate
Database Status: In Existence

Thru Date: 10/25/2022



Shane Jhugroo

Consultant

He/Him/His

HCM Experience

7 years

Domain Experience

7 years

Country

Mauritius

Time Zone

Mauritius Standard Time

ABOUT ME

Shane is an accomplished, versatile and results driven consultant with extensive experience in data conversion for implementation projects across various industries. He is a logical thinker with strong analytical skills and quickly adapts to changes required to provide the best solution for the customer. Shane has excellent communication skills and collaborates well with all project stakeholders.

PROFESSIONAL QUALIFICATIONS

Languages

English

Education, Certifications and Affiliations

Bachelor of Engineering, BEng (Hons) - Electronic and Communications Engineering

PROJECT HIGHLIGHTS

Retail Market

Shane successfully led the data conversion portion of the implementation of a large hotel group. His responsibilities included managing multiple customer entities and satisfying competing requirements to result in the best solution for the customer.

Software Provider

Shane was responsible for the data conversion implementation for a global customer with employees in the US, CAN, UK, Ireland & Australia. He was also responsible for completing data conversion for their Connected Pay affected employees in the EMEA region.

GLOBAL EXPERIENCE

United States

United Kingdom

Australia

Europe, the Middle East and Africa

Canada

INDUSTRY EXPERIENCE

Technology

Electronics

Telecommunications

SKILLSET

Top Five Skills

Data Conversion

Problem Solving

Project Management

Collaboration

Analysis



Dave Springer

Project Manager

HCM Experience

10 years

Domain Experience

7 years

Country

Canada

Time Zone

Eastern Time (Canada & US)

ABOUT ME

Dave has over 10 years' experience in the HCM industry helping organizations plan and execute initiatives that deliver value in challenging environments. He focuses on large complex customers across multiple industry verticals. Dave's leadership style centers on partnership, transparency and collaboration to understand the customer's business and deliver value added results.

PROFESSIONAL QUALIFICATIONS

Languages

English

Education, Certifications and Affiliations

Member of Project Management Institute
PMP (Project Management Professional) Certified
DPM (Digital Project Management) Certified

PROJECT HIGHLIGHTS

Government Municipality

Dave led a large and complex Pay, Time and Benefits implementation converting over 10,000 municipal employees for a major US city. This was a significant and successful overall transformation for the customer despite complex requirements and external COVID impacts.

Food and Beverage Manufacturer

Dave led the Payroll implementation for a major food and beverage manufacturer. This account had 8,000+ employees and had a large degree of complexity with over 27 integrations.

GLOBAL EXPERIENCE

United States

Canada

Germany

France

Italy

INDUSTRY EXPERIENCE

Government/Municipal

Finance

Healthcare

Entertainment

Construction

SKILLSET

Top Five Skills

Project Leadership

Implementation

Customer Focus

Adaptability

Collaboration

AWARDS AND RECOGNITION

Q4 2019 Ceridian Our Way Award Winner

2020 Promoted to Sr. Project Manager



Ronnie Patel

Project Sponsor

HCM Experience

12 years

Domain Experience

12 years

Country

Canada

Time Zone

Eastern Time (Canada & US)

ABOUT ME

Ronnie's career has spanned over 17 years in both individual contributor and leadership roles for SaaS products and technologies. His roles in implementation have included: Consultant, Project Manager, People Manager, Trainer and Software Developer. Ronnie has sponsored and implemented 100+ Dayforce HCM projects from small to large employee counts.

PROFESSIONAL QUALIFICATIONS

Languages

English

Education, Certifications and Affiliations

BSc Computer Science, The University of Western Ontario
BSc Electrical Engineering, The University of Western Ontario
PMP, Project Management Professional
Ontario Ministry of Labour, Joint Health and Safety Committee Member

PROJECT HIGHLIGHTS

Manufacturing Conversion

Ronnie sponsored the implementation of Dayforce HCM for a well-known motorcycle manufacturing company. The company featured 6,000+ end users, 14 locations, multiple unions and three countries. The project included conversion of over five legacy systems into one system.

Municipality Implementation

Ronnie sponsored the implementation of Dayforce HCM for a large city hall based in the United States. The implementation featured multiple unions paired with unique requirements. The project achieved two main customer objectives by staying on budget and going live on time.

GLOBAL EXPERIENCE

Canada

United States

INDUSTRY EXPERIENCE

Manufacturing

Professional Sports Teams

Retail

Government/Municipal

Medical

SKILLSET

Top Five Skills

Implementation

Problem Solving

Teamwork

Time Management

Leadership/Management

AWARDS AND RECOGNITION

Services Our Way Award





Joanna Gerum

Consultant

She/Her/Hers

HCM Experience

7 years

Domain Experience

4 years

Country

Canada

Time Zone

Eastern Time (Canada & US)

ABOUT ME

Joanna is an accomplished consultant specializing in WFM/Core design with a strategic lens. She embraces challenges and seeks to find the best solutions for her customers, including those with complicated customer requirements. With prior experience as a Dayforce customer herself, Joanna is passionate about understanding her customers' needs, focusing on system optimization and product education.

PROFESSIONAL QUALIFICATIONS

Languages

English

Education, Certifications and Affiliations

Bachelors of Commerce, McMaster University

PROJECT HIGHLIGHTS

Chemical Manufacturer

Joanna led the WFM and Core implementation for 2,500 employees in the United States. She partnered with the customer to successfully translate complex Collective Bargaining Agreements for four unions to Dayforce functionality.

Non-Profit Organization

Joanna maximized scheduling efficiency for a highly regulated customer. She collaborated with all decentralized stakeholders to deliver a robust WFM solution.

GLOBAL EXPERIENCE

Canada

United States

INDUSTRY EXPERIENCE

Manufacturing

Construction

Healthcare

Legal

Retail

SKILLSET

Top Five Skills

WFM

Dayforce Core

Application Configuration

Customer Focus

End to End Implementation

AWARDS AND RECOGNITION

2020 Our Way Services Award Recipient



Hanspaul Saund

Solution Oversight

HCM Experience

13 years

Domain Experience

6 years

Country

Canada

Time Zone

Eastern Time (Canada & US)

ABOUT ME

Hanspaul has over 13 years of experience designing and implementing Human Capital Management (HCM) and Point-of-Sale solutions. His area of expertise is in Time and Attendance, Document Management and Talent modules. Hanspaul's approach is to understand a customer's migration to Dayforce and how it will benefit their organization while leveraging industry standards and best practices.

PROFESSIONAL QUALIFICATIONS

Languages

English, French, Hindi, Punjabi

Education, Certifications and Affiliations

BEng, Computer Engineering

PROJECT HIGHLIGHTS

Transportation Customer - Complex

Hanspaul was a WFM design lead for a transportation company with over 12 different union contracts. Each contract had various requirements for pay, punch and entitlements. He worked through the unique requirements and successfully saw the project through to the end.

Large Healthcare Company

Hanspaul was a WFM design lead for a Healthcare company with over 55,000 employees across every state in the US. This customer had complex pay and entitlement rules that were a part of the implementation scope, which he managed and successfully delivered.

GLOBAL EXPERIENCE

Canada

United States

United Kingdom

INDUSTRY EXPERIENCE

Retail

Hospitality

Manufacturing

Small Business

Transportation

SKILLSET

Top Five Skills

WFM

Customer Focus

Problem Solving

Communication

Resourceful

AWARDS AND RECOGNITION

Our Way Values (Customer Focus)

Our Way Values (Optimism)