

Significant

Res. 86

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Dane County Sheriff's Office		CONTRACT/ADDENDUM #: 12521	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract	Addendum
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>
3. Term of Contract or Addendum: From: 9/14/2015 To: 9/13/2020		<input type="checkbox"/> Co Lessee	<input type="checkbox"/>
4. Amount of Contract or Addendum \$272,772.14		<input type="checkbox"/> Co Lessor	<input type="checkbox"/>
5. Purpose: Authorization of a contract for law enforcement staff scheduling software.		<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>
		<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>
		<input type="checkbox"/> Property Sale	<input type="checkbox"/>
		<input type="checkbox"/> Other:	<input type="checkbox"/>
6. Vendor or Funding Source: IMMIX Technologies Inc.			
7. MUNIS Vendor Code: 20121			
8. Bid/RFP Number: 114093			
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. CPSHRF 58758		Amount \$ 272,772.14	
Account No. & Amount, Org. & Obj.		Amount \$	
Account No. & Amount, Org. & Obj.		Amount \$	
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2015 RES-086			
13. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
14. Director's Approval			

CONTRACT REVIEW/APPROVALS

VENDOR

Initials		Ftnt	Date In	Date Out
CW	Received		8/21/15	
at	Controller			8/21/15
MoV	Corporation Counsel		8/21/15	8/21/15
✓	Risk Management		8/21/15	8/21/15
✓	ADA Coordinator		8/21/15	8/21/15
CW	Purchasing Agent		8/21/15	8/21/15
	County Executive			

Vendor Name & Address	
IMMIX Technologies, INC. 8444 Westpark Drive, Suite 200 McLean, VA 22102	
Contact Person	
Rob Carbonello, Account Manager	
Phone No.	
703.752.0589 direct 703.752.0610 main	
E-mail Address	
www.immixgroup.com	

Footnotes:


- _____
- _____

Return To: Name/Title: LILLIAN RADIVOJEVICH	Dept.: SHERIFF'S OFFICE - ADMINISTRATION
Phone: 608.284.4801	Mail Address: PSB, 115 w. DOTY STREET, MADISON, WI, 53703
E-mail: RADIVOJEVICH@DANESHERIFF.COM	

CERTIFICATION

The attached contract: (Check as many as apply)


- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 8/20/15 Signed: 
 Telephone Number: (608) 284-6167 Print Name: JEFF HOOK, CHIEF DEPUTY

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY (Attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 8/20/15 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 8/21/15 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 8/21/15 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

AUTHORIZING THE PURCHASE OF LAW ENFORCEMENT STAFF SCHEDULING SOFTWARE AND ANNUAL MAINTENANCE FEE

Dane County engaged in a competitive bidding process for law enforcement staff scheduling software, RFP Number 114093, to optimize personnel resources and automate workforce management for the Sheriff's Office. Law enforcement staff scheduling software is required to control labor costs, minimize compliance risk, and improve workforce productivity. IMMIX Technologies Inc. was the successful bidder in the aforementioned competitive bid process.

A contract has been negotiated with IMMIX Technologies Inc. of McLean, Virginia in the amount of \$281,500 commencing August 1, 2015 through August 2, 2020 as follows:

Year 1	Software, Implementation, and Training	\$146,200
Year 1	Annual Maintenance (to commence 9 months after signing of contract)	\$25,000
Year 2	Annual Maintenance	\$26,000
Year 3	Annual Maintenance	\$27,000
Year 4	Annual Maintenance	\$28,100
Year 5	Annual Maintenance	<u>\$29,200</u>
	Total Project Cost	\$281,500

Capital funding of \$146,200 is required for the first year of the project for software, implementation, and training. Prior capital funding of \$72,810 is available in CPSHRF 58758 TeleStaff Schedule Program and the remaining \$73,390 will be provided from available funds from CPSHRF 58338 Replacement of Spillman. Year's 1-5 annual maintenance fees will be funded through the annual budget process as an operating expenditure.

NOW, THEREFORE, BE IT RESOLVED, that a contract is awarded to IMMIX Technologies Inc., for law enforcement staff scheduling software and annual maintenance in the amount of \$281,500; and

BE IT FURTHER RESOLVED, capital account lines are adjusted in the 2015 budget, to fund the capital portion of the contract, as follows:

Reduce CPSHRF 58338 Replacement of Spillman	(\$73,390)
Increase CPSHRF 58758 Telestaff Schedule Program	\$73,390

NOW, BE IT FINALLY RESOLVED, that the Dane County Executive and the Dane County Clerk are authorized to execute the necessary documents for the contract.

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 84

Agreement No. _____

Expiration Date: September 13, 2020

Authority: _____

Department: Sheriff

Maximum Cost: \$272,772.14

Registered Agent: _____

Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and ImmixTechnology Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 115 W. Doty Street, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of installing, configuring, hosting and maintaining Telestaff staff scheduling software for the Dane County Sheriff's Office; and

WHEREAS PROVIDER, whose address is 8444 Westpark Drive, Suite 200, McLean, VA 22102, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the PROVIDER's response the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
 - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in

any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the

Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

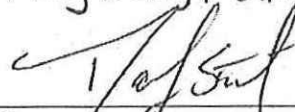
IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 08/21/2015


Amy Kelly, Director.

Date Signed: 08/21/2015


David Stewart, VP.

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 04/13

Schedule A

- I. Pursuant to paragraph #1 of the Attached Agreement, PROVIDER shall provide

Attachment H - Employee Specifications

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
Technical Requirements							
	The employee master must have the following fields: Last/First/Middle Name, Display Name for Schedule, Previous Names, Address, City, State, Zip, Official Name, Birth Date, SSN, Race, Sex, Shift, Assignment, Sworn or Non-Sworn, Employee ID-Internal Identifier, Agency, Division, Rotation, Current Class, Class Date, Hire Date, Separation Date, Separation Reason, Multiple Contact Numbers to include Home, Work, Cell Phone and E-mail Address, Rank and Seniority, Status Reason (Active, Inactive, On Leave, Probationary, Retired, Trainee, etc.), Radio number, Payroll Classification, Payroll ID Number, Bargaining Unit, Union Affiliation, Union Role, Position Identification Number, Certification Type, Certification Expiration Date, Multiple Training Types, Multiple Training Expiration Dates, Overtime Usage, Emergency Contact Information: Name, Address, Phone Numbers, Special Remarks, Date Updated, Relationship to Employee, and Name of Spouse and/or Children. Display Information on Main Screen with Photograph.	Yes					The employee master file and record contains all of the requested fields within standard and user definable fields. The photograph is planned for a future release
	Ability to attach employee photographs to the employee record and maintain an archive of old photographs.		No				Attaching a current photograph is planned for a future release. There are no plans for archiving old photographs
	Ability to display on main employee screen employee number, pager number, radio number, name, address, phone numbers, shift, division, current assignment, start date for that assignment, rotation, emergency contacts, sworn/non-sworn status, supervisor/non-supervisor status, date of birth, SSN, race, sex, date of hire, status, separation date, seniority rank, employee photo, and date updated.	Yes					The employee master file and record contains all of the requested fields within standard and user definable fields. The photograph is planned for a future release

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to include medical screens: blood type, allergies, religion, physician and address.	Yes					These can be added to available fields on a person's profile
	Ability through security access levels to control who in the agency has access to individual employee records.	Yes					Security profiles define access.
	Ability to track the status of job classification-active, inactive, probationary.	Yes					Standard functionality
	Ability to track work assignments or position changes per employee; promotions, demotions, transfers to include start and end dates; total days in specific assignments; and store for historical analysis.	Yes					Standard functionality
	Ability to track by FTE designation for a job class (0.1 to 1.0).	Yes					Standard functionality
	Ability to distinguish seniority for two or more individuals with identical hire dates.	Yes					TeleStaff tracks seniority with multiple qualifiers
	Ability to support multiple job classifications for each employee with only one primary job classification.	Yes					Standard functionality
	Ability to check for duplicate records when creating new records.	Yes					Standard functionality
	Ability to maintain and enforce bargaining unit information and skills by name, number and effective dates.	Yes					Skills, or Specialties in WFTS terms, are maintained for each employee to ensure an employee is qualified and certified to work a position
	Ability to enter an employee's availability preferences: work times preferred, or limitations, contact preference-phone or email, overtime preferences, workplace exclusions.	Yes					Employees can notify employers of their availability preferences via their personal calendar or by calling directly into Telestaff and applying the appropriate available code
	Ability to provide employee skills table and service time table.	Yes					Skills, or Specialties in WFTS terms, are maintained for each employee to ensure an employee is qualified and certified to work a position
	Ability to associate training requirements to position.	Yes					Standard functionality
	Ability to archive previous employees.	Yes					Standard functionality
	Ability to print seniority lists by department, work area, shift, etc.	Yes					Standard functionality

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to link training table to employee master table.		No				3rd party training module
	Employee lists by: name, name and DOB, position/assignment, name ID, race, date hired, separation date and reason, rotation, shift, social security number, division, sworn or non-sworn and classification.	Yes					Information contained in standard reports, roster views, and people filter.
	Reporting Functionality						
	Ability to create, view and print reports for all employees by name, status, department, hire date, contact information, employee number, job classification, seniority, rotation, assignment, work location, date of birth, separation dates, promotions, birthdays, employee phone numbers, seniority ranking, hire and separation dates, time between positions, etc.	Yes					Information contained in standard reports and roster views
	Ability to create custom reports.	Yes					Standard functionality.
	Ability to visually differentiate between various scenarios.	Yes					
	System provides reports that can be printed and exported to text, portable document format (PDF), word processor, spreadsheet, and database table formats.	Yes					Standard report output is an Excel spreadsheet. Excel supports all of the listed formats.
	Ability to generate evaluation or certification due dates.	Yes					Standard report output is an Excel spreadsheet. Excel supports all of the listed formats.
	Ability to customize the list of reports available to each system user, including standard and custom reports.	Yes					Standard report.
	Ability to run reports based upon system security roles.	Yes					Access profiles define which reports a user has access to
	How many standard reports are available? Please provide a list of available reports, and include examples of some of your standard options.	Yes					12 delivered reports. Accruals, Audit, Contact log, Cost, Exceptions, Expirations, Login History, Payback, Payroll, Personal History, Roster, Summary Reports.

Attachment I - Scheduling Specifications

ID#	Requirement	Comply				Explanation
		Yes	No	Configuration	Customization	
Software Functionality						
	Ability to view schedule up to two years (rolling) in advance.	Yes				Schedule rollover is controlled by a user definable system setting
	Ability to view and maintain all previous schedules.	Yes				All history is maintained
	Allow schedule shift patterns to be automatically repeated, or rolled forward for future weeks / months / year.	Yes				Dynamic rosters allow schedules to be created/ modified as far in advance as necessary by the department
	Provide the ability to enter/create/modify schedules for employees.	Yes				Dynamic rosters allow schedules to be created/ modified as far in advance as necessary by the department
	Ability to create custom tables based on Shift, Division, Rotation (number of days on and off), Work Positions or Assignments (indicate a start date and end date), Leave Types (sick, vacation, military, etc), Mandatory or Non-mandatory Fill Position Indicator.	Yes				Dynamic rosters allow schedules to be created/ modified as far in advance as necessary by the department
	Ability to view schedule by Post (Not Person)	Yes				Roster Views accommodates the need to customize scheduling rosters to meet the needs for any type of user on any level of your organization.
	Ability to build unlimited rotation templates	Yes				Standard functionality
	Ability to assign multiple assignments within one shift	Yes				Standard functionality
	Ability to accommodate unlimited schedule changes and adjustments on demand.	Yes				Standard functionality
	Ability to create various County defined shifts (with varying hours per shift). Specify in the comments the maximum number of shifts allowed in the system. To include start and end times and duration supporting: multiple shift patterns (11-7, 3-11, 7-3 etc.), multiple employee roles, multiple locations and sub-locations, and multiple skill requirements.	Yes				Dynamic Rosters
	Ability for select users to override all exceptions.	Yes				With proper authority
	Ability to assign the number of personnel required each day for defined positions. System must identify staffing variances - both shortages and available personnel.	Yes				Supervisors are alerted to open assignments

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to alert the user to specific deficiencies when scheduling an employee at a location, i.e. too few employees scheduled for a specific assignment.	Yes					Supervisors are alerted to open assignments
	Ability to add new positions or posts or change current positions.	Yes					Dynamic Rosters
	Ability to maintain historical data.	Yes					All history is maintained
	Ability to maintain date the data was changed.	Yes					Contained in the audit trail
	Ability to determine if an employee with a special certification or license is required for a shift/location. Example CDL certified.	Yes					Certifications, or Specialties in WFTS terms, are maintained for each employee to ensure an employee is qualified and certified to work a position
	Ability to create calendar/rosters incorporating any projected absences, expirations of certification, training or qualifications.	Yes					TeleStaff can do all of these on the calendar/roster
	Ability to create separate rules for multiple groups. If yes, how many groups?	Yes					Unlimited group assignments
	Ability to make a rule to comply with FLSA (Fair Labor Standards Act) requirements.	Yes					Time rule configuration
	Ability to utilize departmental rules for automated staffing-including maintaining staff minimums, detecting roster vacancies (due to vacation, sick leave, etc), automatically determining "qualified and available" candidates.	Yes					Dynamic Rosters
	Ability to automatically contact employees via telephone, email, text messaging and web to offer an assignment and update the real-time roster.	Yes					Standard functionality
	Ability to handle work time trades between employees. Please explain.	Yes					If allowed, employees can trade/swap shifts with other employees through Employee Self Service. Trades will be tracked for time owed.
	Ability to accommodate complex rules. Please explain.	Yes					TeleStaff has configurable rules. Custom code is not required.
	Ability to make certain dates "unavailable"; meaning no leaves will be accepted by the system for those days for some or all employees.	Yes					Dates can be designated as unavailable for leave.
	Ability to allow time to be tracked using either AM/PM or military time.		No				TeleStaff uses a 24 hour clock.
	Ability to define split shift rotations, i.e. 3 days one assignment and 3 days another assignment	Yes					Shift rotations are supported

ID#	Requirement	Comply					Explanation
		Yes	No	Configuration	Customization	Could be provided at an additional cost	
	Ability to identify employee as unavailable for overtime for a given time period and specify reason.	Yes					TeleStaff tracks overtime offered / accepted / refused.
	Ability to submit overtime requests by an employee for approval.	Yes					Employee self service
	Ability to approve or deny overtime requests.	Yes					Standard supervisor functionality
	Ability to provide notification of a pending overtime request.	Yes					Supervisors are alerted to overtime requests
	Ability to schedule shifts that cross multiple days (e.g. start at 6:00 p.m. on one day and complete at 2:00 a.m. on day two).	Yes					Shifts can span day divide.
	Ability to define workload restrictions for each position. These could include number of hours between shifts, maximum hours worked per regular shift, maximum overtime hours per time period.	Yes					When scheduling for a position, configurable rules can limit qualified employees based on hours worked, hours between shifts, etc.
	Ability to override workload restrictions.	Yes					With proper authority
	Ability to place employees on alert or standby status.	Yes					Via a note attachment
	Ability to track length the employee is on alert or standby status.	Yes					Via a workcode assignment
	Ability to add notes (Free Text) to schedules	Yes					Standard functionality
	Ability to ensure minimum staffing numbers and skills by location.	Yes					Minimum staffing levels and skills can be defined by location and/or position
	Ability to define skills required for each location.	Yes					Skills can be defined by location and/or position
	Ability to prevent assigning an employee without the proper skills for a location.	Yes					Assignment rules
	Ability to alert a shift shortfall based on location, station or skills.	Yes					Supervisors can be alerted to open positions
	Ability to define thresholds of minimum or maximum hours worked.	Yes					Codes have parameters that can define various usage thresholds including min/max hours worked
	Ability to create an alert when minimum or maximum thresholds aren't met.	Yes					Supervisors can be alerted to open positions
	Ability to implement alternate schedules.	Yes					Standard functionality
	Ability to have employees bid on shifts/assignments/rotations based on user defined rules.	Yes					Bidding Module
	Ability to have employees bid on leave time by user defined rules.	Yes					Bidding Module
	Ability to review, accept or over-ride leave bid once submitted.	Yes					Bidding Module
	Ability for approval process for leave bids.	Yes					Bidding Module
	Ability to update schedules upon approval.	Yes					Bidding Module

ID#	Requirement	Comply				Explanation
		Yes	No	Configuration	Customization	
	Ability to submit transfer requests.	Yes				Bidding Module
	Ability to approve or deny assignment transfer requests.	Yes				Bidding Module
	Ability to handle union (kelly) days/weeks off.	Yes				Standard functionality
	Ability to temporarily assign employees.	Yes				Standard functionality
	Ability to accommodate the delivery of messages to any staff or group members via telephone, email, text messaging or web.	Yes				Outbound messaging
	Ability to access and view employee calendars and/or schedules to make changes via telephone, email, text messaging or web access.	Yes				All features of the system are available via web access. Through telephone, users can view schedules, sign up for opportunities, request leave, and accept overtime. TeleStaff can send messages via text and email, but there is no communication back to TeleStaff through these mediums.
	Ability to view multiple screens and schedules at once.	Yes				All screens are clickable from the user's dashboard
	Ability to apply rules for scheduling Overtime and Off-Duty Assignments.	Yes				Standard functionality
	Ability to publish and print official schedule.	Yes				TeleStaff dynamic rosters with print functionality as a standard feature
	Ability to track work history.	Yes				All history is maintained
	Ability to track employee seniority by assignment.	Yes				Standard functionality
	Ability to identify special skill requirements.	Yes				Skills can be assigned to employees, and/or positions
	Ability to define locations that require scheduled employees based on specific skills.	Yes				Skills can be assigned to employees, and/or positions
	Ability to maintain a log of who has been contacted for vacant shifts.	Yes				Contact Log report
	Ability to produce a list for each vacancy by rules and create the call log.	Yes				Contact Log filtered by vacancy
	Ability to identify an assignment that conflicts with a rule.	Yes				Dynamic Roster
	Ability to preserve the schedule in the event the system is unavailable due to planned or unplanned downtime.	Yes				Schedule will be saved, but the application will not be available during downtime.
	Ability to prevent overtime for positions that are not designated to require relief.	Yes				Configuration rules
	Ability to note comments on the schedule.	Yes				Notes can be attached to any schedule item
	Ability to define a mandatory-overtime backfill list based on prescribed business rules.	Yes				Standard functionality of "fill by rules"
	Ability to date and time stamp all requests for changes in schedules.	Yes				Contained in the audit trail

ID#	Requirement	Comply					Explanation
		Yes	No	Configuration	Customization	Could be provided at an additional cost	
	Ability to date, time and user stamp all approvals or denials of requests.	Yes					Contained in the audit trail
	Ability to allow for "simulating" future shift changes and determine "Best Fit" for business rules.		No				WFTS does not provide forecasting for staffing levels
	Ability to allow for shift changes to be set months before term begins.	Yes					Shift assignments are date effective
	Ability to maintain a log of all denied requests.	Yes					Contained in the audit trail
	Ability to restrict access to employee data through application security at various levels	Yes					Based on function access profiles
	Ability to provide read-only access at the end user level	Yes					Based on function access profiles
	Ability for system to clearly define required fields and notify of missing information.	Yes					Standard functionality
	Ability for system to provide an error message when a system error has occurred.	Yes					Standard functionality
	Ability to archive data for at least 3 years.	NA					If running on SQL Database, scripts can be run for archiving purposes
	Ability to designate a backup for employees who are unable to submit hours worked.	Yes					Supervisors can submit hours for employees
	Print individual time sheets by cost center or other designated groups.	Yes					Payroll report filtered by account detail
	Ability for individual employee's vacation/holiday/sick leave balances to be viewed on-line.	Yes					Employee or Supervisor self service
	Ability to define a day (or shift) outside the boundaries of a 24 hour clock. i.e. 11:00p.m. shift start	Yes					Shifts can go over day divide
	Ability for employee to make an on-line request for time off and receive electronic notification of approval or denial.	Yes					Employee self service
	Ability to calculate FLSA thresholds.	Yes					Payroll report filtered by pay code limits
	Ability to enforce minimum hours of leave time that can be taken (minimum increments).	Yes					Standard functionality
	Ability to send a listing of employee unavailability based on workload rules with the master schedule.	Yes					Dynamic roster filtered by unavailble employees
	Ability to provide workflow capabilities for common employee/manager communications(i.e. Time Off approval, shift bidding, benefit enrollment, shift swapping	Yes					Guided workflow for time off approval, bidding, shift swap. Benefit enrollment is not part of the TeleStaff application.
	Ability to override all rules and requirements.						
Reporting Functionality (Features related to any non-security/system related reporting, report creation, and customization)							

ID#	Requirement	Comply				Could be provided at an additional cost	Explanation
		Yes	No	Configuration	Customization		
	Ability to create, view & print reports for all employees by name, status, department, hire date, contact information, employee number, job classification, etc.	Yes					Information contained in standard reports and roster views
	Ability to create management reports including work code cost information, trade payback data, license and certification expirations, payroll reports, and the ability to import/export data to other databases.	Yes					Information contained in standard reports and roster views
	Ability to create a calendar that shows a specific employee's work schedule for the entire year.	Yes					Information contained in standard reports and roster views
	Ability to create a report showing how many positions are assigned for a specified date and the number of required positions for that date (referred to as counts)	Yes					Dynamic rosters
	Ability to create, view & print reports by type of hours, number of hours, leave usage, etc.	Yes					Information contained in standard reports and roster views
	Ability to create custom reports.	Yes					Custom reporting is a standard feature of TeleStaff. The tool used to create custom reports is JETT reporting.
	Ability to visually differentiate between various scenarios.	Yes					Virtually unlimited number of color-coded work codes, schedulers can also specifically identify and address specific working exceptions
	Is the reporting tool an integral part of the system? If no, please name the proposed product and version number.	Yes					Report generation is embedding within the application
	Ability to report employee leave activity, by person, leave type, location, reason code, or pay period.	Yes					Information contained in standard reports and roster views
	Ability to report by position where the most overtime occurs and employees accruing the most overtime.	Yes					Information contained in standard reports and roster views
	Ability to compute staff replacement lists automatically based on user defined policies.	Yes					Dynamic roster using "fill by rules"
	Ability of producing training and or special schedules.	Yes					Dynamic roster
	Ability to generate schedules with leave time.	Yes					Standard functionality
	Ability to generate evaluation or certification due dates.	Yes					Expiration Report
	Ability to customize the list of reports available to each system user, including standard and custom reports.	Yes					Based on function access profiles

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	System provides reports that can be printed and exported to text, portable document format (PDF), word processor, spreadsheet, and database table formats.	Yes					Standard report output is an Excel spreadsheet. Excel supports all of the listed formats.
	How many standard reports are available? Please provide a list of available reports, and include examples of some of your standard options.	Yes					12 delivered reports. Accruals, Audit, Contact log, Cost, Exceptions, Expirations, Login History, Payback, Payroll, Personal History, Roster, Summary Reports.
	Audit Hours Report - used to print hours worked by employee, cost center, department, or other designated groups.	Yes					Standard report
	Report to track holiday overtime vs. non holiday overtime.	Yes					Payroll report
	Vacation Usage - shows vacation paid on specific employee for given time period.	Yes					Payroll report
	FLSA Report.	Yes					Payroll report
	Report of Net Annual Work Hours.	Yes					Payroll report
	Reports of leave time balance or usage (historical) by cost center of individual employee.	Yes					Payroll report
	Unpaid time tracking sheet for a period of time for one employee or one cost center.	Yes					Dynamic roster filtered by unpaid time codes
	Report that shows employee name and number by cost center.	Yes					Personal history report
	Timesheet report by cost center for a period of time.	Yes					Payroll report
	Report writer is a part of the base application.	Yes					Custom reports can be created using underlying XML tables provided within the standard reports area which can be embedded within the application using the JETT reporting tool
	Provide a list of all standard reports and include some examples.	Yes					12 delivered reports. Accruals, Audit, Contact log, Cost, Exceptions, Expirations, Login History, Payback, Payroll, Personal History, Roster, Summary Reports.
	Ability for reports to be exported to other file formats: list file formats (i.e. excel, access, etc).	Yes					Standard report output is an Excel spreadsheet. Excel supports all of the listed formats.
	Ability for custom reports to be created by users; describe or list if third party application.	Yes					JETT reporting tool
	If no report writer is provided with the software, will it interface with other vendor report writers? List vendors.		No				WFTS uses JETT as its primary reporting tool. 3rd party tools can be used to access the database directly.
	Ability to report overtime activities by employee, work area, shift, etc.	Yes					Payroll report

ID#	Requirement	Comply				Explanation	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to track labor activities and time and attendance at the workstation.		No				WFTS tracks all time worked. Activities may be tracked through detail and account codes on a specific position. WFTS is a scheduling system, and not a time and attendance system. A "Check-In" feature is available for daily role call purposes. If there are several activities attached to a single record, this should occur in a downstream time and attendance system.
	Ability to provide notification of overuse of time off.	Yes					Supervisor alerts
	Ability to alert managers of leave usage exceptions	Yes					Supervisor alerts
	Ability to reveal leave patterns. i.e. weekend sick leave.	Yes					Payroll report (productive / non-productive time)
	Ability to run reports based upon system security roles.	Yes					Based on function access profiles
Notification and Alert Features (Features related to automated alert and notification events)							
	Ability to perform call out/back notification based on workload rules within master schedule.	Yes					Automated fill by rules
	Ability to provide a menu-driven, touch-tone telephone component for employee shift confirmation and other contact.	Yes					Employee IVR self service
	Ability of notifying the employee when their leave or overtime has been approved or denied.	Yes					Visible on the employee's personal calendar
	Ability to handle leave and overtime approvals.	Yes					Standard approval workflow
	Ability to accept an alternate approval.	Yes					Standard approval workflow
	Ability to handle multiple approvals.		No				Approvals only occur once. Multiple levels of issues can be configured so that only certain levels of users may override them. This can approximate a multi-layered approval process.
	Ability to provide for automated paging of teams such as SWAT, K-9, etc. Does it allow the creation of distribution lists and ability to send notification through telephone, text messaging, etc.	Yes					Outbound messaging
	Ability to support multiple notification methods: pagers, telephone, cell phone, and email.	Yes					
	Ability to allow individual employees independent access to their schedules through a computer, PDA or telephone.	Yes					Employee self service

ID#	Requirement	Comply				Could be provided at an additional cost	Explanation
		Yes	No	Configuration	Customization		
	Ability to send e-mail or text alerts for overtime-call in.	Yes					Outbound messaging
	Ability to create custom alert and notification.	Yes					Outbound messaging
	Ability to manage call out listing.	Yes					Multiple fill by rule lists can be selected
	Ability to notify a shift scheduler that an employee has called to request time off, but does not have sufficient leave balances.	Yes					Accrual balance validation
	Ability to alert the shift scheduler to specific levels of employee assignments or coverage at a location (over or under requirements).	Yes					Dynamic roster
	Ability to alert a shift scheduler when assignment conflicts with a rule.	Yes					Standard functionality
	Ability to provide automatic notification to staff of requests or requirements to work and any change in their work schedule.	Yes					Employee self service
	Ability to provide administrators with staffing alerts via telephone, e-mail, pager and answering machine.	Yes					Alerts (Roster Alarms in TeleStaff) can be delivered to administrators on a set schedule.

Attachment J - Payroll Integration Specifications

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
Technical Requirements						
	Ability to provide a bi-directional interface between County payroll system (High Line Corporation's ePersonality) and the proposed time scheduling software. The interface must be compatible with Oracle and SQL databases.	Yes				
	Ability to access the system 24x7x365.	Yes				
	Does the product have on-line help documentation available? If yes, describe.	Yes				All application help is available on-line from a browser.
	System should have the ability to authenticate using LDAP.	Yes				
	Ability to import employee master file data from other HR or Payroll systems, such as job class, pay rate, pay code, etc.	Yes				
	Ability to retrieve current pay rates for an employee based on accrued work hours for a given work period.	Yes				
Software Functionality						
	Ability to provide unlimited number of user defined time / earnings codes. These codes must match the county's ePersonality time / earnings codes.	Yes				
	Ability to ensure leave codes are generated and transmitted to payroll to ensure accurate pay while an employee is on leave.	Yes				
	Ability to enter an unlimited number of time / earnings codes for an employee on one day.	Yes				
	Ability to add and remove employees as needed.	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Ability to store current leave balances on current pay period by employee.	Yes				
	Ability to enter a cap for accrued comp time and notify supervisor when balance is at cap.	Yes				
	Ability to enter special pay (FTO, Acting Class Pay, etc.) per employee.	Yes				
	Ability to minimize amount of editing required due to incongruity of time formatting between schedule and Payroll Software. Software must have the ability to establish leave banks with an effective date to maintain estimated leave balances until the actual leave balance can be imported from the payroll system.	Yes				
	Ability to record prior pay period adjustments in the current pay period using an effective dated record.	Yes				
	Ability to generate an overtime hour code in addition to the holiday earned code when an employee works on a holiday.	Yes				
	Ability to generate a comma delimited text file on request (requiring supervisory approval) containing the current pay period's activity matching the payroll system's structure.	Yes				
	Ability to support both actual time entry and exception entry for salaried employees.	Yes				
	Ability for keying and reporting during all phases of the time and attendance process. If not, describe the system capabilities and limitations.	Yes				
	Ability to easily correct errors in time record hours, departments, etc.	Yes				
	Ability to create an audit trail of all changes.	Yes				
	Ability to view time entries, edit (if needed) and approve (both summary and detailed level).	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Ability to attach comments for all time entries (i.e. duplicate, corrections, further information, etc.).	Yes				
	Ability to generate time \ earnings codes based on payroll system workflow. For example, regular hours time code must be generated for each leave hours reported. Both the regular and leave hours will be submitted via the interface.	Yes				
	Ability to provide an electronic signature for managers to approve time cards that will be sent to payroll.	Yes				The managers ability to finalize the schedule on the Roster itself is a form of an electronic signature signifying the readiness to be passed over to payroll
	Ability to make comments to previous pay data that would be paid by current pay period processing.	Yes				
	Ability to allow prior period adjustments in the current pay period and one/two previous pay periods utilizing effective dated transactions.	Yes				
	Ability to provide a visual prompt to display messages (i.e. errors, exit system, accept hours, etc.).	Yes				
	Ability to provide a role-based / security level system to manage user's ability to read, add, edit and delete information in the system (i.e. some groups may be able to view a particular report, whereas other groups may not be privileged to view the report). The security system will control who has the ability to generate the payroll system interface file.	Yes				
	Ability to identify employees with carryover leave time balances.	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Ability to identify employees using the employee numbers and/or employee name utilized in the County payroll system.	Yes				
	Ability to accommodate bank payouts. For example, an employee has banked overtime and wishes either to take the time off as comp or have it paid out. Ability to generate the appropriate time \ earnings code to record the payout in the payroll system.	Yes				
Reporting Functionality						
	Report reflecting the hours and dollars being uploaded to the payroll system via the payroll interface.	Yes				

Attachment K- Technical Requirements

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Does the system operate in a terminal server environment?	NA				WFTS is a web application, and does not require terminal services for users to access the system remotely.
	Is the product enabled for secure remote access? If yes, describe.	Yes				Secure access will be determined by Dane County environment.
	Access to the system 24x7x365.	Yes				The application is designed for 99.75% uptime
	Does the system clearly define required fields and notify of missing information?	Yes				Missing information on required fields will not allow a save action
	Does the system provide an error description when a system error has occurred?	Yes				
	Ability to purge and/or archive data as needed.	Yes				
	Ability to archive data for at least three (3) years after employment has ceased.	Yes				
	Are all components / applications designed by the proposer? If no, explain.	Yes				
	Does the product have on-line context based help documentation available? If yes, describe.	Yes				
	Does the system have built-in backup and restore feature? If yes, describe.		No			In a self hosted environment, backup and restore is a function of the customer and RDBMS in use.
	Does vendor allow customers to develop and implement custom database views?	Yes				In a self hosted environment, the database will be accessible, and thus you can theoretically build your own views. Modifications to the database, tables, etc. is not supported.
	Does vendor provide a detailed document (e.g. Data Dictionary) that describes all system tables and the links between system tables?		No			

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Does the proposed solution provide the ability to create custom menus?		No			Custom Roster Views can be created to determine the amount of information to be made visible and available for viewing. In addition, authority based roles can be applied to limit the amount of menu fields available for access.
	Can the screens be customized for color, layout, tab order, etc.?	Yes				Within the Calendar view codes and shifts are displayed according to their preconfigured colors and you are able to apply the choices from the same pallette of colors for code, ranks, specialties/certification, and can act as roles.
	Does the system include software development tools that allow customizations to the base product?		No			TeleStaff is a configurable COTS product. Customizations are not made to the application; business needs are met through configuration changes.
	Does the system support other common desktop tools. If yes, please indicate which ones.		No			Further definition of what the specific desktop tools are needed to determine appropriate response.
	Does your system support intra/inter-governmental information sharing efforts? If so, explain.	Yes				Based on your answers to vendor questions, we interpret this to mean that TeleStaff allows you to export information for use in other systems. A standard export file is available.
	Does your system support open standards like XML and SOAP? If so, explain.	Yes				TeleStaff uses XML APIs and follows SOAP standards
	Is there an option for conversion?	Yes				The TeleStaff Import Manager imports personnel and scheduling-sensitive information records into the TeleStaff system. The IM has been provided as part of our response. Additional discovery is required in order to fully understand the data to be converted.
	What is your systems basic architecture?	NA				TeleStaff is a multi-tiered web application.
	What is the application development environment used to build your system?	Yes				Java is used in various environments.

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Does your system have a module to allow limited access from the world wide web? (Example: Setup employees so they can see their schedule via a secured web site.)	Yes				Web server in the DMZ
	Does your system support standard Windows application functionality? (Example, ctrl+c copy, ctrl+V paste, etc.)	Yes				
	Does your system support use of mobile devices?	Yes				
	Does your system handle multiple users, data concurrency control, record locking, and conflict resolution? If so, explain.	Yes				Multiple users can view the same record. First click on save gets the commit. Other users are notified to refresh their screens.
	Does your system operate at 99% reliability (uptime) or better for all system functions?	Yes				
	Does your system have the ability to run concurrent fully functional test/training systems for non-production uses without additional licensing costs?	Yes				
	Does the system have Internet/Intranet and phone (specifically VOIP) capability?	Yes				
	What specific functions can be performed using the Internet/Intranet/phone capability?	Yes				WFTS is a full web application. Every function can be performed over the internet. Phones allow view schedule, request time off, accept overtime, sign up for overtime, listen to schedule alarms, working notifications.
	Briefly explain how your database is structured.	Yes				Standard relational database.
	Are the following features included in your system: user-definable fields and/or tables?	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Does the proposed system provide concurrent licensing? Describe your licensing scheme.		No			Licensing is based on named users as all audit trails within WFTS are linked to each individual employee's profile
	Does the proposed solution require installation of client software for administrative or end user functions?		No			TeleStaff is a 100% web based solution
	Does the proposed solution need proprietary hardware to work properly?		No			See accompanying system requirements.
	Does the proposed solution provide quick keys for entering default values without typing the data each time; i.e., today's date?	Yes				
	Does the system have built-in database maintenance tools?		No			If running on a SQL Database, standard scripts can be provided in order for data to be properly archived.
	Does the system automatically import system configuration, and other information supplied via text files, spreadsheet files, or via real-time links to other databases?	Yes				People data, organization structure, and basic configuration items (job titles, specialties, person groups) can be imported. Accrual data can also be imported. There are standard formats for these feeds. The format is in Excel / CSV.
	Does the system provide a full and un-editable audit trail? If yes, for what functions and edits?	Yes				All user edits are entered into the audit trail
	Is the system easily maintained without aid of external consultants?	Yes				
	Is the database for the proposed solution ODBC compliant?	Yes				
System Updates and Upgrades						
	Is downtime required to do system upgrades? If so, how much time?	Yes				Minimal when WFTS restarts. System is designed for 99.75% uptime.
	Are software upgrades released to clients? If so, how often?	Yes				Approximately monthly minor releases with bug fixes and minor enhancements.
	Are "bug fixes" released to client? If so, how often?	Yes				Approximately monthly minor releases with bug fixes and minor enhancements.

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Does the system provide self-installable product updates and service packs via CD or downloadable over the internet?	Yes				Downloadable over the internet
	Are product updates and enhancements released on an annual schedule? If no, how often are they released?	Yes				
	Are product updates and upgrades mandatory when a new version is released?		No			
	Does the system provide automated network client installs and upgrades?		No			There are no clients. Upgrades to Workforce TeleStaff to be performed by Dane County with the assistance of Kronos support as necessary.
	Are customizations to the proposed system overwritten during software upgrades?		No			There are no customizations to the software.
Security and User Access						
	Does your system provide multiple levels of user defined security? Describe these levels.	Yes				Security is assigned by user role. The customer can configure the role and access available
	Does your system support varying levels of administrator security? Describe these levels.	Yes				Security is assigned by user role. The customer can configure the role and access available
	Does your system have the ability for a user's security to be changed?	Yes				
	Does your system have the ability to audit security changes?	Yes				
	Does your system have the ability to make security changes effective immediately in addition to the ability to schedule a date of change into the future?	Yes				
	Does your system provide the capability to deactivate and reactivate a user?	Yes				
	Does your system integrate with Microsoft Active Directory?	Yes				
	Does your system provide password encryption for employee access?	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
System Interface Features						
	Does your system support two-way communication with Microsoft Outlook/Exchange?		No			
	Does your system integrate with Microsoft Office products? If yes, which ones?	Yes				Microsoft Excel
	Does your system provide a mechanism for real-time bidirectional data transfer with external systems?	Yes				
	Is the proposed solution able to interface with SQL Server and Oracle based systems?	Yes				
	Does your system have out-of-box capability to integrate/interoperate with other systems? Indicate which ones.	Yes				There are a variety of standard feeds to integrate with downstream systems. The core feeds are not system specific. WFTS has the ability to send schedule information in a variety of formats.
Training and Support						
	Do you provide a comprehensive written documentation guide, including user manuals and technical manuals?	Yes				All guides and documentation are provided on line
	Is there a method to automatically manage migration from a test environment to a production environment and indicate when they should take effect?		No			No specific method.
	Is all vendor support provided by you?		No			Kronos provides the software, implementation and on-going support. ImmixGroup is subcontracting to Kronos.
	Does your software require support by a separate third-party? If so, explain.		No			
	Do you provide different learning paths for employees based on each employee's specific role?	Yes				

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Is Help Desk support available? If so, describe hours, location and guaranteed response time.	Yes				Support is available 24 hours a day, 7 days a week. Immediate escalation on priority cases.
	Is there a website available for product support, training and other customer communications? Describe the service offered through your website.	Yes				customer.kronos.com Search for solutions to technical support issues, Register for training classes, Manage support cases, Join community discussions, Access Partner Content and Resources
	Are we able to track open support cases through the customer support website?	Yes				
	Do you have a remote support center that can access our environment for remote troubleshooting if necessary?	Yes				With customer's permission

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
Technology Standards Used at Dane County - Informational Only						
	Software & Operating Systems			Release		Notes
	VMware ESX			5.5		
	Microsoft Windows Server			2008-R2 & 2012		
	Microsoft Windows Workstation			7, 7 SP1, and 8.1		
	Microsoft Active Directory			2008-R2		
	Microsoft SQL server			2008 & 2012		
	Microsoft Exchange			2007		Upgrade to 2013 planned for 3rd quarter 2014
	Microsoft Office suite (Outlook, Word, Excel, Access, PowerPoint ...)			2010		Upgrade to 2013 planned for 1st Quarter 2015
	Microsoft Lync			2010		
	Microsoft SharePoint Enterprise			2012		In testing and development rollout starting in 1st quarter 2015.
	Microsoft APPV			5.0		Upgrade to 5.0 planned for 4th quarter 2014
	Microsoft SCOM and SCCM			2012 R2		
	Trend Security Office Scan			10.6		
	Microsoft Internet Information Services			7 and 7.5		
	Microsoft Internet Explorer			10,11		
	Entrust Identity Guard 2 Factor Authentication			10.1		Used for 2 factor authentication
	Palo Alto Firewall			4.1		
	Citrix XEN Server			6.5, and 7.1		Upgrade to 7 planned for 3rd quarter 2014
	Citrix XEN Apps			6.5, 1n 7.1		Upgrade to 7 planned for 3rd quarter 2014
	Citrix XEN Desktop			5.6		Upgrade to 7 planned for 4thquarter 2014
	Citrix Xen Mobile			8.6		To be implemented in 3rd quarter 2014
	Citrix NetScaler			10.1		We have both Virtual and Physical Appliances
	Citrix GoToMeeting					Web Conferencing and Screen Sharing (Cloud Service)
	Citrix GoToAssist					Screen sharing for troubleshooting assistance
	Comvault Data Protection Software			10.0		Upgrade to 10.0 planned for 2nd quarter 2014

ID#	Requirement	Comply				Explanation
		Yes	No	Customization Required	Could be provided at an additional cost	
	Adobe Acrobat Professional			11		
	Adobe Creative Suite			CS6 (13.0)		
Technology Standards Used at Dane County - Informational Only						
	Crystal Reports			11		
	FileGenius					Secure File Sharing and Transfer (cloud Service)
	Zix Port Email encryption			5.0		
	NetMotion			10.21		Mobile Session Reliability Software
	LaserFiche Imaging			9.0 - Rio		
	Hardware					Notes
	Dell Power Edge Servers					
	Dell Compellent SAN					
	EMC Isilon SAN					
	HP work Station					Reevaluating in 2014
	HP terminals					Reevaluating in 2014
	HP Printer					Reevaluating in 2014
	HP MFP					Reevaluating in 2014
	Ricoh MFP					
	Dell Force10 Switches and Routers					
	HP ProCurve Switches and Routers					
	Citrix NetScaler Remote Access Appliances					
	NetMotion Remote Access server					
	Cisco Clean Air Access Points					
	Cisco Wireless Controllers					
	IOS (Apple) Mobile Phones and Tablets					
	Android Mobile Phones and Tablets					
	Windows Mobile Phones and Tablets					

Attachment L - Training Specifications

ID#	Requirement	Comply					Comments
		Yes	No	Configuration	Customization	Could be provided at an additional cost	
Technical Requirements							
	Ability to check for duplicate records when creating new records.		No				We can check for duplicate records in TeleStaff but TeleStaff does not offer a training module. If training results in a skill that is relevant to how you schedule, you can set up that skill in TeleStaff and we can prevent duplicate entry of that skill.
	Ability to associate training requirements to position.	Yes					Certifications of training requirements can be associated to any position on the Roster in order for staffers to determine if employees can be qualified or disqualified to work that seat
	Ability to link the training table to the employee master table.		No				TeleStaff does not have a training module and cannot link a training table to the employee master. However, our proposal assumes TeleStaff will house employee master data. A standard export file is available to pass data to a training database to avoid duplicate data entry.

ID#	Requirement	Comply				Comments	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to transfer data from the Employee Master which includes the following fields: Last/First/Middle Names, SSN, Shift, Assignment, Sworn or Non-Sworn, Employee ID, Internal Identifier, Contact Phone Numbers, Primary Rank, Status-Active, Inactive, On Leave, Probationary, Trainee, etc., Status Reason, Certification Type, Certification Expiration Date, Multiple Training Types, Multiple Training Expiration Dates and Email Address.	Yes					Assuming TeleStaff is the Employee Master, you can export key information like Employee Name, Assignment, Contact Numbers, Expiration dates, etc. but training specific fields like training types would need to be maintained in a separate training database.
	Fields in training records should include (in addition to fields which transfer from employee table) Title of Training, Date(s) of Training (start/completion date), Total Hours, CEU Credits, Instructor, Method, Location, Entire Address, Permit Number, Expiration Date, Text Field for Additional Information.		No				TeleStaff does not offer a training module so this information would need to be maintained in a separate training system.
	Ability for Training Requests to include Date Received, Date Sent to Scheduling, Date DOA Request Submitted, Date Registered. Fields for expenses related to each training should include: tuition, meals, lodging, mileage, airfare, miscellaneous and division charged.		No				TeleStaff does not offer a training module so this information would need to be maintained in a separate training system.
	Ability for Training Related Expenses to include Tuition, Meals, Lodging, Mileage, Airfare, Miscellaneous and Division Charged.		No				TeleStaff does not offer a training module so this information would need to be maintained in a separate training system.

ID#	Requirement	Comply				Comments	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability for employees to submit requests for training on-line that would directly go into Training Record System.		No				TeleStaff does not offer a training module. It is recommended that this process is maintained in a separate training system.
	Ability to receive and send training request notification to required supervisors.		No				TeleStaff does not offer a training module. It is recommended that this process is maintained in a separate training system.
	Ability for electronic approval with any recommendations noted.		No				TeleStaff does not offer a training module so this process would need to be maintained in a separate training system.
	Ability to electronically submit request to Scheduling for processing.		No				When a request is submitted for training in your training system, a supervisor can reference TeleStaff for real-time visibility to staffing levels so they can make informed decisions on whether or not training should be approved.
	Ability to have Scheduling approval transfer to the Training Database.		No				Once training is approved in your training system, it can be entered into TeleStaff so you can manage employees to your headcount needs.
	Ability to alert when duplicate is entered.		No				Telestaff standard functionality would never allow for duplicate entries of training requirements/certifications

ID#	Requirement	Comply				Comments	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability to track training related expenses and tie that information to the training record of each employee.		No				TeleStaff does not offer a training module so this information would need to be maintained in a separate training system.
	Ability to track total training expenses with sorting capabilities. (i.e. by Division: Field, Support, Security, Admin).		No				TeleStaff does not offer a training module so this information would need to be maintained in a separate training system.
	Ability to create, view and print reports.		No				Scheduling reports can include training data that is entered into the schedule within TeleStaff to determine hours and costs associated with that particular event
	Ability to customize reports.	Yes					JETT reporting allows for custom reporting
	Ability to attach scanned/jpeg images to individual files.		No				Future releases have been planned to include JPEG images of employees only
	Ability to enter group related training and have it show on individual training record reports (i.e.: team training, inservice, etc.)		No				TeleStaff does not offer a training module.

ID#	Requirement	Comply				Comments	
		Yes	No	Configuration	Customization		Could be provided at an additional cost
	Ability for unlimited coding types, such as Certifications, Intox Operators, Instructor Classes, etc.	Yes					WFTS allows for an unlimited amount of training requirements and/or certifications to be associated with an employee's profile including expiration dates
	Ability to define searches and reports based on coding.		No				TeleStaff does not offer a training module.
	Ability to search on any available field.		No				TeleStaff does not offer a training module.
	Ability to generate reports based on different search criteria.		No				TeleStaff does not offer a training module.
	Ability to generate reports from training records, including individual training, date range for each employee, hours of training during specific date range (include variation of report for hours only, hours and type of training, hours and title of training, etc.)		No				Telestaff can report on hours of training assuming training is entered into the schedule after being approved.
	Ability to generate reports based on expiration dates for employee certification training (i.e.: intoximeter, armorer, instructor certification, etc)	Yes					Certification and skills can contain expiration dates and be included on the Expiration Report.
	Ability to generate reports for employees who attended a specific training session, including type and title.	Yes					Training stored as a skill



Statement of Work

Dane County Sheriff

Workforce TeleStaff Solution

Sales Executive	Jodi Rinzel	Presales Consultant	Nedim Pajevic
Expiration Date	8/28/2015	Service Portfolio Consultant	Bert Carr
Customer Name	Dane County Sheriff	File Name Control ID	2015-17112
SOW Create Date	4/7/2015	Revision #	11
Project Type	Net New	Status	Approved

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1. PROJECT SCOPE

This Statement of Work (also known as the "SOW") documents the agreement between Kronos Incorporated and Dane County Sheriff concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1. PROJECT OVERVIEW

The purpose of this project is to implement Workforce TeleStaff Enterprise solution and provide a custom payroll file for integration to Dane County Sheriff's ePersonality payroll system.

1.2. PRODUCT SUMMARY

The following products are considered in scope for the services and fees defined within this document, unless otherwise noted below. Additional products and/or licenses may incur additional fees.

Product	Implementation Type	Version
Workforce TeleStaff Enterprise	New	4.2
Workforce TeleStaff Global Access	New	4.2
Workforce TeleStaff Gateway Manager	New	4.2
Workforce TeleStaff Institution Focus	New	4.2
Workforce TeleStaff Contact Manager	New	4.2
Workforce TeleStaff Bidding	New	4.2

1.3. PROJECT DURATION

Depending upon Dane County Sheriff resource availability and project task capability, the duration of the project may need to be extended. This will increase the number of hours required for tasks that are performed on a weekly basis such as managing project communications, managing/updating project plans, facilitating project meetings and updating project status reports.

Estimated Duration of Project - TeleStaff	30 weeks
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1.4. PROJECT ASSUMPTIONS

- Customer is responsible for all travel expenses.
- Customer to provide details of the file format required to import data into ePersonality.

2. PROJECT GUIDELINES

2.1. CHANGE CONTROL

If the Scope of Services defined in this document changes at any time during the course of this project, Kronos and Dane County Sheriff will review and adjust the scope and budget of services through standard Kronos change control procedures.

Please review the Kronos Change Control Policy:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

2.2. CUSTOMER APPROVAL OF SERVICE DELIVERABLES

As part of the project, service deliverables may be provided to Dane County Sheriff for approval and/or acceptance. Delays in customer approval/acceptance of deliverables will result in an extension of the project timeline and may result in additional services being required. To avoid project delays and increased costs, Dane County Sheriff should expect to approve/accept deliverables or provide written notification of errors to Kronos within five (5) business days after receipt of the deliverable. Following the receipt of a revised deliverable, Dane County Sheriff will then have an additional five (5) business days to report that all errors have been resolved and provide deliverable acceptance.

2.3. ENGAGEMENT RECOMMENDATIONS

Dane County Sheriff is responsible for developing their workforce management policies and for documenting and disseminating business procedures and policy changes to support the Kronos system prior to Kronos implementing the policies. The Dane County Sheriff Project Team will attend appropriate Kronos training prior to and while participating in the implementation. Dane County Sheriff understands that Kronos recommends setup of both a DEVELOPMENT and PRODUCTION environment.

Commitment from Dane County Sheriff upper management is crucial to the success of the project. Kronos assumes Dane County Sheriff will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for Dane County Sheriff to embrace using an automated Workforce Management system and for ensuring the Project Team is appropriately staffed, made available and is executing their tasks according to the Project Plan.



2.4. FIXED FEE GUIDELINES

For the services set forth in this Statement of Work (and on the corresponding Order Form for such services), Kronos agrees to complete the services described herein for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Dane County Sheriff's delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW and the fixed fee amount described herein shall be amended as provided in such Change Order. If Kronos has not invoiced for the entire fixed fee amount as set forth in this SOW (and any Change Orders, if applicable) upon completion of the services, Kronos will invoice Dane County Sheriff for any remaining fees up to the fixed fee amount and Dane County Sheriff shall pay such fees upon the payment terms agreed upon by the parties.

3. PROJECT MANAGEMENT

3.1. PROJECT PLANNING AND MANAGEMENT

Kronos will deliver a customer implementation guide, a project workbook or checklist and facilitate periodic status meetings.

Project Management Description	
Remotely Delivered Project Support Services / TeleStaff	Included

4. IMPLEMENTATION METHODOLOGY PHASES

4.1. SOLUTION ASSESSMENT AND DESIGN

During this phase of the project, Kronos assists Dane County Sheriff with ensuring all applicable requirements and Solution Design documents for the implementation of the product(s) are understood and completed.

Customer's Commitment

Prior to this phase of the project, Dane County Sheriff shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s). Dane County Sheriff shall also arrange for installation and network testing of the Timekeeper terminals, if purchased. In addition to completing the requisite Kronos training, the Dane County Sheriff Project Manager shall ensure that all internal resources are coordinated and scheduled to participate in each assessment per their domain expertise or role as a decision maker. Also during this phase, the Dane County Sheriff Project Manager shall begin to develop testing and education plans.

4.2. SOLUTION BUILD

During this phase of the project, Kronos and Dane County Sheriff jointly build the solution per the in-scope application building blocks. In addition, Kronos guides Dane County Sheriff to perform configuration unit testing to validate the rules against the solution design.

Customer's Commitment

During this phase of the project Dane County Sheriff will provide access and security to the applicable network and servers and dedicate or make available, appropriate resources with the necessary domain experience. It may be necessary for the Dane County Sheriff Project Manager to provide communication and access to a Third Party Software vendor during the build and testing of integration components or custom attributes.

5. PROJECT SCOPE DETAIL

5.1. APPLICATION BUILDING BLOCKS

Integrations In Scope			
• 1 Gateway Manager: distinct message types (non-Kronos): CAD - Spillman			
Workforce TeleStaff Enterprise			
This product will be implemented in phase			1
Number of Employees within Scope			570
Workforce TeleStaff Enterprise Standard Deployment			
The database platform will be			SQL Server
Total number of environments			2
Number of Sites (facilities, locations, etc.)			1
Distinct Implementations	Size	# of Divisions	Division Names
Sheriff	570	4	Security, Field, Support, Executive
Distinct Implementations: 1	570	4	
Workforce TeleStaff Enterprise Standard Deployment Professional Services Scope			
• Lead Application Configuration Assessment for organizational structure review; Lead up to 5 deployment sessions for: Authorities, Ranks, Shifts, Specialties, Work codes, Work code business rules, Roster Views; Remote Project Support			
• 4 Divisions			

- Lead Technical Assessment Readiness Call; Application Install
- Global Access Standard Deployment
- Contact Manager Standard Deployment
- Standard Payroll Export
- Education Strategy Guidance
- Standard Testing Guidance
- Train-the-Trainer Workshop
- Deployment Planning and Go-Live Support

Workforce TeleStaff Enterprise Advanced Deployment			
Number of Sites (facilities, locations, etc.)			1
Distinct Implementations	Size	# of Divisions	Division Names
Sheriff	570	2	Security, Field
Distinct Implementations: 1	570	2	
Workforce TeleStaff Enterprise Advanced Deployment Professional Services Scope			
<ul style="list-style-type: none"> • Lead Application Configuration Assessment; Configure: Minimum counts, staffing alarms, vacancy rules & strategies • 2 Divisions 			

Workforce TeleStaff Bidding Professional Services Scope
<ul style="list-style-type: none"> • 2 Bidding Configuration: Vacations

5.2. DEPLOYMENT PHASES and ACTIVITIES

The TeleStaff Solutions Group provides an implementation process that offers two distinct phases:

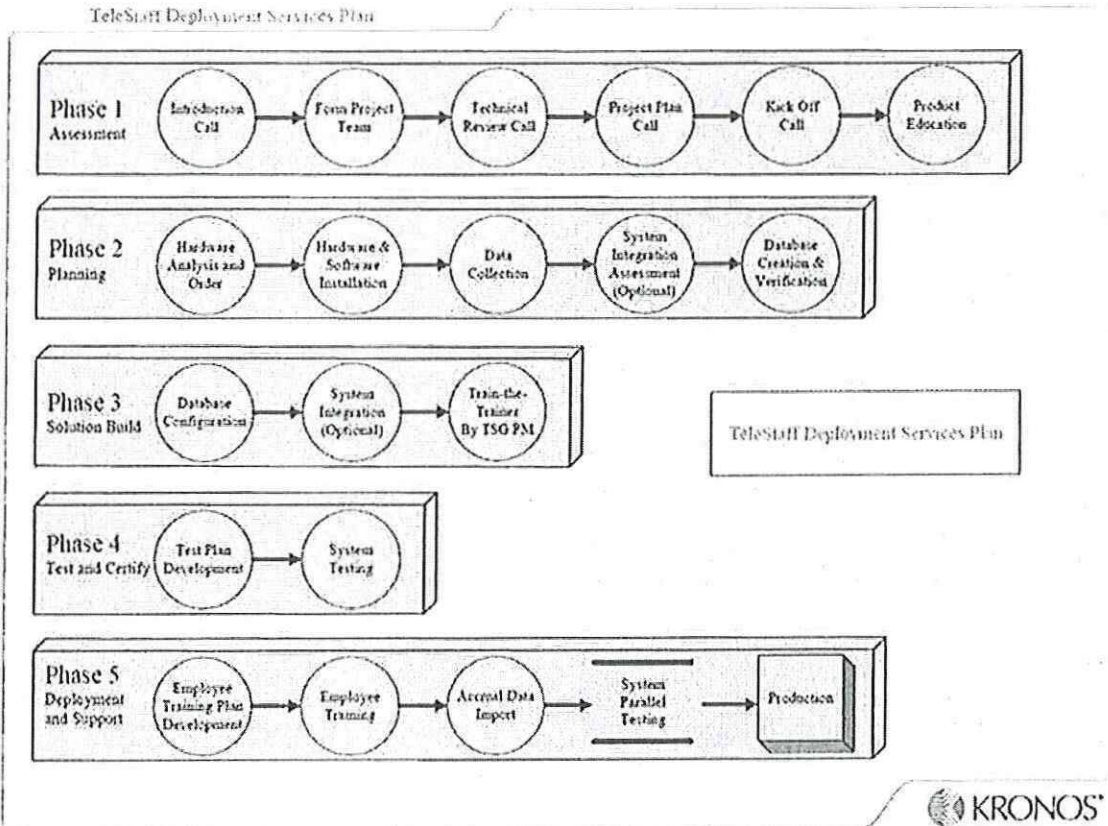
- The Deployment Services Plan addresses the immediate scheduling needs of the organization by implementing critical TeleStaff functions and modules such as rosters, personal calendars, employee tracking functions, web access, interfaces, Timecards (if purchased), and telephony.
- The Advanced Configuration Services Plan is designed for customers in a production environment who have had time to assess specific scheduling needs in a live production environment. This plan is a highly tailored implementation project that focuses on adding intelligent staffing options to Dane County Sheriff's production database. If Dane County Sheriff purchases the TeleStaff Auctions module, configuration and deployment occurs during this phase.

Deployment Services Plan

The following tasks are part of the Deployment Implementation Process. When Dane County Sheriff completes these tasks they will be in production with the TeleStaff roster and calendar and will reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, Timecards, and feeds to downstream systems in following a fast track approach. At the end of this process, users will be able

to request leave, sign up for overtime, and respond to emergency call outs via phone, Internet or the client. The Kronos TeleStaff Solutions Group (TSG) has outlined our 5-phase Deployment Services Plan below:

TeleStaff Deployment Services Plan



Phase 1 – Assessment

- During the Assessment Phase the Kronos Sales Executive transfers all pertinent information gathered during the sales process to the TeleStaff Solutions Group Project Manager (TSG PM). Once the information has been reviewed, the TSG PM sends Dane County Sheriff an Implementation Welcome Packet containing an overview of the TeleStaff Deployment Services Plan and information on how to prepare for TeleStaff. An Introduction Call is scheduled to define the scope of the project and assign appropriate resources.
- A project team, representing Dane County Sheriff, is then formalized. A Technical Review call with the TSG PM and Dane County Sheriff's sponsor, project lead and IT representative, is held to review hardware and software specifications. TSG provides guidance to Dane County Sheriff's IT department by identifying hardware/software needs including server specifications, telephony/dongle specifications (if optional), phone line setup and Web Access setup. Additionally a project plan is defined to document all project tasks, project expectations, goals and responsibilities.
- A project plan call is held to define the specific project tasks with due dates, predecessors, and owners. The project plan also details Dane County Sheriff and TSG deliverables, milestones, and status.

- After a project plan is agreed upon, a project kick off call is conducted. During the kick off call, details of upcoming tasks are assigned and the project team is directed to learn TeleStaff utilizing TSG supplied training manuals.
- At this stage of the Deployment Services Plan, the project team can expect to commit 20 hours reviewing the TeleStaff End User/Staffer Tutorial Guides and the TeleStaff Configuration Guide.

Phase 2 – Planning

- The first step during this phase is to verify the TeleStaff operating environment. This entails installing the TeleStaff software and components so that the system is fully operational. Dane County Sheriff purchases hardware required for TeleStaff.
- After the operating environment is set up, a TSG Technical Support Representative in coordination with Dane County Sheriff IT, assists in the installation of the TeleStaff software and related components. This includes the set up of the Web Access module that enables users to access TeleStaff over the Web.
- Also during this phase, Dane County Sheriff's project team gathers, organizes and imports department-specific information for TeleStaff. This task begins with a data collection meeting with the TSG PM and Dane County Sheriff's project team during which the TSG PM instructs the project team to collect, organize, and format pertinent department data for the creation of the TeleStaff database. It is also during this time that a preliminary review of Dane County Sheriff's integration needs is held.
- Once the TSG PM receives all pertinent data from Dane County Sheriff's project team, the TSG PM creates a TeleStaff database. The entire project team reviews the initial database to ensure that the system accurately reflects the scheduling and integration needs of the organization. The TSG PM will also make recommendations to Dane County Sheriff's project team as to how to rework the database to accurately reflect Dane County Sheriff's organizational structure (i.e. divisions, bureaus, sections, units, offices) as well as incorporate integration needs from TeleStaff. Time is then spent re-working the database and preparing for database configuration training.

Phase 3 – Solution Build

- The first task of this phase is designed to configure the TeleStaff database to reflect the staffing rosters and information of the department. This includes proper setup of the scheduling rosters, shifts, calendars, job titles, specialties, work codes, Timecards, security and integration feeds. The project team's goal is to complete a solid, working database that once implemented will provide the department the immediate benefits of centralized staffing, audit trails, inbound/outbound phones, interface feeds, and reporting.
- Upon the completion of the database configuration tasks, the project team addresses the set-up of interface feeds to other Kronos Workforce Management Solutions and/or other 3rd party solutions. Establishing this feed plays a critical part minimizing disruption for users dependent on established scheduling processes.
- During this phase, the core project team receives train-the-trainer training from the TSG PM.

Phase 4 – Test and Certify

- During this phase Dane County Sheriff's Testing Coordinator develops a test plan and test scripts in preparation for configuration testing. Once TeleStaff is fully configured for work code usage, rigorous testing occurs by the selected testers, per the Test Plan.
- Configuration testing includes testing all the components: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and web access.
- The Testing Coordinator is responsible for creating the Test Plan, assigning users to test the system, creating Test Scripts, capturing the results of testing, and notifying the configuration training team of any configuration re-work necessary to get TeleStaff ready for production.

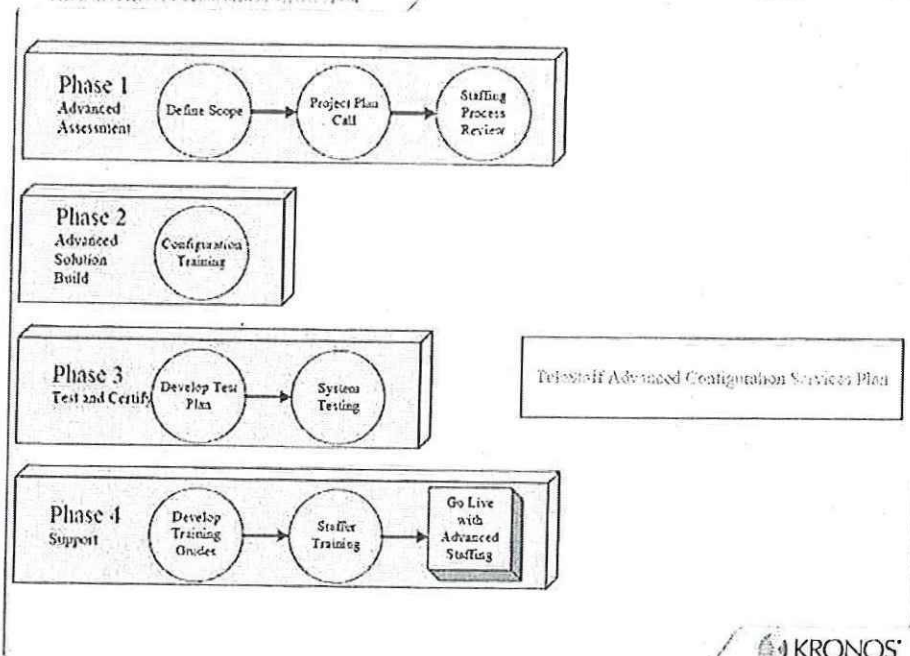
Phase 5 – Deployment and Support

- After testing, the core project team conducts employee training (Dane County Sheriff has the option for Kronos to conduct end-user training through a change order).
 - The TSG PM assists the project team in developing a training plan that identifies target groups such as end users, schedulers and advanced users. Training tools are also developed to sell TeleStaff to everyone within the organization. These include internal press releases, establish training workstations, and 'town hall' type meetings with users to educate them on how TeleStaff will help them and the department with streamlining scheduling processes.
- As part of our implementation services, the TSG PM works closely with the department Project lead throughout this phase to ensure the project is moving forward toward production. Once employee training is completed, Dane County Sheriff can move forward to final deployment.
- Dane County Sheriff imports accrual data into the system to ensure the database is up to date with the current scheduling window. Parallel testing begins with schedulers maintaining TeleStaff in conjunction with the current scheduling system. Schedulers utilize TeleStaff to view schedules, manage work codes and produce staffing rosters. Interface feeds are also enabled and established. Paralleling TeleStaff with the existing scheduling system is critical for helping users with system changeover.
- Final production is achieved when the department completes the transition to TeleStaff and the organization is using the roster, calendars, work codes, inbound/outbound phones, payroll export, and interface feeds. At this point, the department has achieved the immediate benefits of centralized staffing, audit trails, inbound/outbound phones, Timecards, downstream feeds, and reporting.

Advanced Configuration Services Plan

The following tasks are part of the Advanced Configuration Process. Once Dane County Sheriff has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production environment, they can proceed to the Advanced Configuration process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff as well as, if optioned, conduct Auctions.

The Kronos TeleStaff Solutions Group (TSG) has outlined our 4-phase Advanced Configuration Services Plan:



Phase 1 – Advanced Assessment

- During this phase, Dane County Sheriff's project team and assigned TSG PM review and analyze the project scope. It is critical that the specific needs of the organization are clearly defined as well as reviewing specific TeleStaff staffing options that will address those needs. Additionally, a project plan is defined to document all project tasks, project expectations, goals and responsibilities.
- One of the main tasks for the department's project team during this phase is to analyze scheduling processes in the form of staffing diagrams. These diagrams provide the entire project team with a blueprint of what processes need to be interpreted within the system and serve as the basis for testing the configuration.

Phase 2 – Advanced Solution Build

- During this phase configuration training for advanced staffing functionality and TeleStaff Auctions is conducted. With decades of implementation experience, TSG has identified that the database configuration for advanced staffing functions requires the focus and commitment of the entire project. Working with the TSG PM and in-house resources, Dane County Sheriff's core project team attends 3-5 days of advanced configuration training.

Phase 3 – Test and Certify

- During the Testing Phase, the project team reviews, plans, and conducts configuration testing. As the configuration of the TeleStaff system is specific to the setup of Dane County Sheriff's organization, Dane County Sheriff's project team members are deemed as experts in testing and ensuring the system is ready for production. As testing results are captured throughout this phase, the TSG PM assists Dane County Sheriff's project team with adjustments to the configuration to complete the addition of intelligent staffing functionality per project scope.

Phase 4 – Support

- Depending on the changes in business processes that automation brings, additional employee training may be required within the organization. Dane County Sheriff's project team develops a training plan that identifies target groups affected by the implementation of the intelligent staffing options outlined in the project scope. Training will be planned for schedulers and advanced users; however, training for end-users may not be required.
- Training is completed for all affected users before proceeding to the final Closure phase.
- Dane County Sheriff begins using TeleStaff exclusively without maintaining previous processes for intelligent staffing.

5.3. ADDITIONAL SERVICES

Dane County Sheriff's Office has requested a custom integration with their ePersonality payroll system. The project will use the standard Workforce TeleStaff Enterprise output file and import any necessary pay code references to create an output file needed for integration to the County's ePersonality payroll system. Furthermore, the interface will be a VBScript that will read the data file (comma separate flat file) from Workforce TeleStaff's payroll export. The VBScript will calculate the Regular Hours offset for leave codes by reading another source (file that can be maintained by customer) that contains information regarding the leave codes and the Regular hours offset. The VBScript will export out a file that is compatible with ePersonality import.

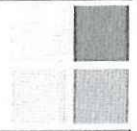
7. PROJECT COSTS AND RATE SCHEDULES

All estimates are quoted in USD.

Professional Services will be invoiced as defined in the appendix of this Statement of Work.

7.1. SOLUTION SUMMARY

Service Type	Cost
Professional Services	\$52,800.00
Total Investment	\$52,800.00



8. SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: Michael Gragg Mike Gragg
Services Architect Aug 21 2015 10:16 AM
Date: _____

Title: _____

This Statement of Work is subject to Dane County Sheriff's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, Dane County Sheriff's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

Dane County Sheriff

By: _____ Date: _____

Title: _____

Dane County Sheriff may make necessary copies of this document for the sole purpose of facilitating internal evaluation and/or execution of proposed project. Otherwise, the document or any part thereof may not be reproduced in any form without the written permission of Kronos Incorporated. All rights reserved. Copyright 2015.

APPENDIX A

1.1. ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

<http://www.kronos.com/professionalservicesengagementpolicies.aspx>

1.2. ADDITIONAL EXHIBITS

Phases and Milestone Payment Schedule	Description	
Standard Deployment: PM Assignment and Project Plan Creation	A Kronos project manager is assigned to lead City of South Bend Police's project team through the deployment (phase 1) implementation. The Kronos project manager and City of South Bend Police modify the project plan and it is mutually accepted.	\$9,680.00
Standard Deployment: Database Build	Delivery of the mutually accepted baseline TeleStaff database based on the department's organizational structure.	\$9,680.00
Standard Deployment: Solution Build	Configuration, testing, train-the-trainer, and deployment database in production	\$9,680.00
Advanced Deployment: PM Assignment and Project Plan Creation	A Kronos project manager is assigned to lead City of South Bend Police's project team through the advanced (phase 2) implementation. The Kronos project manager and City of South Bend Police modify the project plan and it is mutually accepted.	\$6,480.00
Advanced Deployment: Staffing Process	Mutually agreed upon completion of the staffing diagrams that governs the department's rules and processes that establish the advanced configuration build.	\$6,480.00
Advanced Deployment : Solution Build	Advanced configuration database in production	\$6,480.00
Advanced Deployment: Bidding	Advanced configuration Bidding	\$4,320.00
Investment for this Implementation		\$52,800.00

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824

**immixTechnology Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Kronos Incorporated ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT70 contract number GS-35F-0265X (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and immixTechnology agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the

Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that ImmixTechnology as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** immixTechnology agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
 - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
 - v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

KRONOS

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

- A. KRONOS GENERAL TERMS' SALES SOFTWARE, SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA) AND PROFESSIONAL SERVICES
- B. KRONOS webTA SUPPORT POLICIES AND SERVICES
- C. APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS
- D. KRONOS WORKFORCE CENTRAL SAAS TERMS
- E. KRONOS WORKFORCE READY SAAS TERMS
- F. KRONOS PROFESSIONAL AND EDUCATION SERVICES POLICIES
- G. KRONOS SUPPORT SERVICES POLICIES (not applicable to WebTA Support)

KRONOS GENERAL COMMERCIAL SALES TERMS

These supplemental terms and conditions apply to accepted order made to Contractor to all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order"). In addition to these terms the following sections apply for the different specific offerings: the terms of section A shall apply to the Software licensed and Equipment purchase, support and professional services, Section B shall apply to the Support services of the webTA Software; Section C shall apply to the Hosting Services purchased in relation with certain Software licensed under Section A; Section D shall apply to the Workforce Ready Saas Order; and Section D shall apply to the Workforce central Saas Orders.

**SECTION A
KRONOS GENERAL TERMS' SALES SOFTWARE, SOFTWARE, PROFESSIONAL SERVICES
AND SOFTWARE AND EQUIPMENT SUPPORT SERVICES (EXCLUDING webTA)**

1. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Kronos' written consent. The Software contains proprietary trade secret

technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Ordering Activity pays for a copy of the Software constitutes a license fee that entitles Ordering Activity to use the Software as set forth below. Contractor grants to Ordering Activity a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. Ordering Activity shall not use the Software if it is in breach of the terms of this Section A. Upon termination of this license Ordering Activity will have no further right to use the Software and will return the Software media to Kronos and destroy all copies of the Software (and related documentation) in Ordering Activity's possession or control. This license is subject to all of the terms of this Section A of this Attachment A.

2. FEE BASED LIMITATIONS

Ordering Activity recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Ordering Activity. Limitations, which are set forth on the Order Form, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number and partition, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Ordering Activity agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model, partition and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Ordering Activity's own business. Ordering Activity agrees not to increase the number of employees, simultaneous or active users, partitions, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Ordering Activity pays the applicable fee for such increase/upgrade. Ordering Activity may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

3. OBJECT CODE ONLY

Ordering Activity may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code. The Programs include components owned by third parties. Such third party components are deemed to be Software subject to this Section A of this Attachment A. Ordering Activity shall not use any of the Programs (or the data models therein) except solely as part of and in connection with the Software and as described in the published documentation for such Software.

4. PERMITTED COPIES

Ordering Activity may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software and the Kronos iSeries (which must be licensed separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Ordering Activity.

5. UPDATES

In the event that Kronos supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

6. LIMITED WARRANTY

Contractor warrants that all Kronos Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from Delivery. In the event of a breach of this warranty, Ordering Activity's remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

When using and applying the information generated by Kronos products, Ordering Activity is responsible for ensuring that Ordering Activity complies with requirements of federal and state law where applicable. If Ordering Activity is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Ordering Activity is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using such Software, (ii) using such Software does not release Ordering Activity of any professional obligation concerning the preparation and review of such reports and documents, (iii) Ordering Activity does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal (and state laws where applicable) or the appropriate tax treatment

of items reflected on such reports or documents, and (iv) Ordering Activity will review any calculations made by using such Software and satisfy itself that those calculations are correct.

7. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) ENGAGEMENTS

Unless otherwise indicated on the Order, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis and described in a statement of work.

(b) WARRANTY

Contractor warrants that all professional and educational services performed under this Section A of this Attachment A shall be performed in a professional and competent manner. In the event that Contractor breaches this warranty, and Ordering Activity so notifies Kronos through Contractor within 30 days of receipt of invoice for the applicable services, the Ordering Activity's remedy and Contractor's liability shall be to re-perform the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Ordering Activity.

(c) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' then-current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and are in Section F of this Attachment A. In the event of a conflict between the Professional Services Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment shall prevail.

8. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Kronos Support Service Policies (defined below). Ordering Activity must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

(b) TERM OF SOFTWARE SUPPORT

Unless otherwise indicated on the Order Form, support service shall commence on the Software Delivery date and shall continue for an initial term of one (1) year. Renewal of support will be agreed by the issuance of a new order and Contractor accepting such order.

(c) GOLD SERVICE OFFERINGS

Ordering Activity shall be entitled to receive:

(i) Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor through Kronos. If Ordering Activity requests Contractor through Kronos to install such Updates or to provide retraining, Ordering Activity agrees to pay Contractor for such installation or retraining at Contractor's then-current GSA prices.

(ii) Telephone and/or electronic access to the Kronos Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Kronos holidays.

(iii) Web-based support including access to Software documentation, FAQ's, access to Kronos knowledge base, Ordering Activity forums, and e-case management. Such offerings are subject to modification by Kronos. Current offerings can be found at <http://www.kronos.com/services/support-services.aspx>.

(iv) Web-based remote diagnostic technical assistance which may be utilized by Kronos to resolve Software functional problems and user problems during the Service Coverage Period.

(v) Access to specialized content as and when made available by Contractor through Kronos such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

(d) PLATINUM AND PLUS SERVICE OFFERINGS:

Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Ordering Activities purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Kronos Technical Account Manager ("TAM") for one production instance of the Software. Customers purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Ordering Activities purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts.

Ordering Activity is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Section A of this Attachment A at Ordering Activity's expense.

Ordering Activities purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Ordering Activity location where the Software is installed. During this onsite visit, Contractor through Kronos shall work with Ordering Activity to identify ways to help Ordering Activity increase functionality or maximize utilization of the Software in Ordering Activity's specific environment. Ordering Activity must be utilizing the then-current version of the Software.

(e) ADDITION OF SOFTWARE

Additional Software purchased by Ordering Activity as per the ordering procedure set out in the agreement during the initial or any renewal term shall be added to this Section A of this Attachment A at the same support option as the then current Software support coverage in place under these terms. Ordering Activity agrees to pay the charges for such addition as per the Order.

(f) RESPONSIBILITIES OF ORDERING ACTIVITY

Ordering Activity agrees (i) to provide Kronos personnel with full, free and safe access to Software for purposes of support, including use of Kronos' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Kronos without prior written authorization from Kronos. Failure to utilize Kronos' remote access technology may delay Kronos' response and/or resolution to Ordering Activity's reported Software problem. If Ordering Activity requires the use of a specific remote access technology not specified by Kronos, then Ordering Activity must purchase the Plus option to receive support and provide Kronos personnel with full, free and safe access to the remote access hardware and/or software.

(g) WARRANTY

Contractor warrants that all support services shall be performed in a professional and competent manner.

9. EQUIPMENT SUPPORT SERVICES

The following terms and conditions shall supplement the terms and conditions of this Attachment A and shall govern the equipment support services provided by Contractor through Kronos to Ordering Activity. In the event of a conflict of inconsistency between the Section A of this Attachment A and this Section 9, the Section A of this Attachment A shall govern.

Contractor and Ordering Activity hereby agree that Contractor through Kronos shall provide depot equipment repair support services ("Depot Support Services") for Ordering Activity's Kronos Equipment ("Product(s)") specified on an Order Form to and from locations within the United States and Puerto Rico pursuant to the following terms and conditions:

9.1 TERM

Equipment Support Services for the Product(s) have a term of one (1) year commencing upon the expiration of the applicable warranty period, as specified in the Section A of this Attachment A entered into between Contractor and Ordering Activity. Equipment Support Services can be extended for additional one year terms on the anniversary of its commencement date ("Renewal Date") if agreed upon by the issuance of a new order and Contractor accepting such order.

9.2 PAYMENT

Ordering Activity agrees that all Products of the same type that are owned by the Ordering Activity, including without limitation Ordering Activity's "Spare Products" (as defined below), will be covered by the Depot Support Services or Service Packs. Ordering Activity agrees that if Ordering Activity purchases, during the term of the Depot Support Services, any Products of the same type as those specified on an Order Form, such additional Products shall be covered by the Depot Support Services.

9.3 DEPOT SUPPORT SERVICE DESCRIPTION

Upon the failure of an installed Product, Ordering Activity shall notify Contractor through Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Product related shall be dispatched to a Kronos Depot Repair Center, and Ordering Activity will be provided with a Return Material Authorization Number (RMA) for the failed Product if Ordering Activity is to return the failed Product to Kronos, as reasonably determined by Kronos. Ordering Activity must return the failed product with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers can be found at <http://customer.kronos.com/ContactUs.htm> and are subject to change. Return and repair procedures for failed Product shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Ordering Activity on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies which may be found herein under Section G of this Attachment A.

(a) Depot Exchange: Contractor through Kronos will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location as further described in the Support Policies. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from

Kronos, shall package the defective Product in the materials provided by Kronos, with the RMA supplied and promptly return failed Products directly to Kronos using the carrier specified by Kronos.

(b) Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Kronos Depot Repair Center. Ordering Activity shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, Contractor through Kronos shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Kronos shall ship the repaired Product by regular surface transportation to Ordering Activity.

9.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION

If Ordering Activity purchase the Equipment service packs support, Kronos manufactured terminals specified on an Order, Ordering Activity shall be entitled to receive:

- (a) Service packs for the Terminals (which may contain Terminal system software updates, firmware updates, security updates, and Terminal feature enhancements) available for download at Kronos' customer web site.
- (b) Access to the Kronos Support Services Center for the logging of requests for assistance downloading equipment service packs for the Terminals; and

9.5 RESPONSIBILITIES OF ORDERING ACTIVITY

Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Kronos in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

- (a) Maintain the Products in an environment conforming to Kronos' published specifications for such Products;
- (b) De-install all failed Products and install all replacement Products in accordance with Kronos' published installation guidelines;
- (c) Ensure that the Product(s) are returned to Kronos properly packaged; and
- (d) Obtain an RMA before returning any Product to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Kronos when issuing the RMA.

9.6 SUPPORT EXCLUSIONS

Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- (a) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- (b) Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- (c) Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- (d) Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- (e) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- (f) Ordering Activity's repair, attempted repair or modification of the Products.

Professional services provided by Contractor through Kronos in connection with the installation of any Software or firmware upgrades, if available, and if requested by Ordering Activity, are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Kronos Depot Repair Center but is available for download at Kronos' customer web site provided Ordering Activity is maintaining the Product under an annual Depot Support Services plan with Kronos.

9.7 WARRANTY

(a) Depot Repair and Exchange warranty: Contractor warrants that all repairs performed under the Section A of this Attachment A shall be performed in a professional and competent manner.

ALL OTHER WARRANTIES FOR THE DEPOT SUPPORT SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY AGREEMENT OF THE PARTIES.

(b) Services Pack support Warranty: Contractor warrants that all service packs and firmware updates provided under this Section A of this Attachment A shall materially perform in accordance with the Kronos published specifications for a period of ninety (90) days after download by Ordering Activity. In the event of a breach of this warranty, Ordering Activity's remedy shall be Contractor's repair or replacement of the deficient service pack(s) or firmware update(s), at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the specifications.

9.8 LIMITATION OF REMEDIES

To the extent permitted by law, the remedy of Ordering Activity and liability of Contractor shall be replacement of the repaired Product.

10. KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed in Sections B for the WebTa Software support services and Section G for the other products of this Attachment A. In the event of a conflict between the Support Policies and this Section A of this Attachment A, the terms of this Section A of this Attachment A shall prevail.

11. EXPORT

Ordering Activity acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Ordering Activity agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Ordering Activity. Ordering Activity's obligations hereunder shall survive the termination or expiration of the Order Form. Ordering Activity must obtain Kronos through Contractor prior written consent before exporting the Software.

12. FIRMWARE

Ordering Activity may not download firmware updates for the Kronos Equipment unless Ordering Activity is maintaining such Equipment under a support plan with Contractor. If Ordering Activity is not maintaining the Equipment under a support plan with Contractor, Contractor through Kronos shall have the right to verify Ordering Activity's Kronos Equipment to determine if Ordering Activity has downloaded any firmware to which Ordering Activity is not entitled.

13. TRAINING POINTS

Training Points which are purchased by Ordering Activity may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Available instructor-led sessions are listed at <http://customer.kronos.com> and each session has the Training Points value indicated. Training Points are invoiced when used by the Ordering Activity. Training Points may not be exchanged for other Kronos products and/or services.

14. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

The parties hereby agree that the following terms shall apply to Ordering Activity's purchase of the Kronos KnowledgePass Education Subscription only, if specified on the Order Form:

Scope: The KnowledgePass Education Subscription is available to customers who are licensing Kronos' Workforce Central and iSeries Timekeeper Software products and who are maintaining such products under a support plan with Kronos. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Kronos (the "KnowledgePass Content"), including:

- Product and upgrade information for project teams and end users
- Hands-on interactive instruction on common tasks
- Self-paced tutorials covering a range of topics
- Job aids
- Knowledge assessment and reporting tools to measure progress
- Webinars

Term of Subscription: The annual KnowledgePass Education Subscription shall run co-terminously with Ordering Activity's Software Support, and shall renew for additional one (1) year terms provided Ordering Activity renews its KnowledgePass Education Subscription as provided below.

The KnowledgePass Subscription is available when the Ordering Activity subscribe on annual basis.

Limitations: Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use and may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Ordering Activity employee who completes the TTT Program.

15. CONFIDENTIAL INFORMATION

Among other information that may be Confidential Information, the Ordering Activity hereby agree that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secrets.

16. GENERAL

(a) Ordering Activity shall not assign, transfer or sublicense the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

(b) Ordering Activity understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Ordering Activity is not entitled to any products or product enhancements other than those contained on the Order Form. Ordering Activity has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Section A of this Attachment.

(c) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or the provision of the GSA Schedule contract entitled "Utilization Limitations" subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos Incorporated, 297 Billerica Road, Chelmsford, MA.

Services (including software or equipment) identified on an Order Form, nor any other future product in executing this section E of this Attachment A.

SECTION F

Professional and Educational Services Engagement Policies

The following are intended to provide the policies under which Kronos Professional and Educational Services will operate during the course of a customer engagement:

Professional Services:

1. Contractor will provide Ordering Activities with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.
2. Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.
3. Any such modification to project scope and cost will be supported through the generation of a Change Order that is signed by the Ordering Activity (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.
7. Professional Services work will be conducted during normal business hours, 8:00 AM - 5:00 PM, Monday through Friday.
8. All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activities will be charged as follows:
 1. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 2. After Hours
 - i. All scheduled work will be billed at 1.5 times the current contract rate by role.
 - ii. After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - c. Weekend
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Weekend is 5:00 PM Friday- 8:00 AM Monday.
 - d. Holiday
 - i. All scheduled work will be billed at 2.0 times the current contract rate by role.
 - ii. Holiday is recognized Kronos Holiday (see below).
 - e. Onsite Support requiring Travel:
 - i. All travel time (portal to portal) will be billed at the current contract rate by role.
 - ii. Expense reimbursement is pursuant to the agreement covering such Professional Services between the customer and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations.
9. Contractor requires notification for the cancellation or rescheduling of Kronos personnel. Ordering Activity will be charged for failure to meet the following notification requirements:
 - a. 2 business days prior to scheduled work - 50% of planned charges are invoiced for scheduled work.
 - b. 1 business day prior to scheduled work - 100% of planned charges are invoiced for scheduled work.
 - c. Business days are Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays.

Here is an example:

o Work is scheduled for Wednesday, 1p - 5p (4 hours)

o Customer cancels on:

-Friday - no penalty

-Monday - 50% of planned charges are invoiced (2 hours)

-Tuesday - 100% of planned charges are invoiced (4 hours)

Here is a holiday example:

o Work is scheduled for Wednesday, 1p - 5p (4 hours)

o Customer cancels on:

-Thursday - no penalty

- Friday - 50% of planned charges are invoiced (2 hours)
- Monday- holiday; doesn't count as "business day"
- Tuesday --- 100% of planned charges are invoiced (4 hours)

Kronos Professional Services recognizes the following holidays:

New Year's Day President's Day Memorial Day
 Independence Day Labor Day
 Thanksgiving Day and the day after
 Christmas Day

Change Order Process:

1. All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Kronos Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.
2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, Ordering Activity allocated time, Ordering Activity scheduling changes, technology limitations.
3. The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.
4. Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.
5. In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor's then current GSA rate for such requested services.

Educational Services

1. All Instructor-led Educational Services classes will be held at a Kronos facility, or via the Kronos Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.
2. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:
 - a. For any PUBLIC course held in the traditional classroom or in the virtual classroom:
Attendees must cancel at least five business days before the class start *date* to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.
 - b. For any PRIVATE course held at a Ordering Activity site, in the traditional classroom, or in the virtual classroom:
Attendees must cancel at least ten business days before the class start date. Student substitutions can be made at any time as long as prerequisites have been met.
3. Contractor through Kronos reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Kronos Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Kronos Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.
4. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activities will be charged as follows:
 - a. After Hours
There will be a 1.5 times premium in either per student public or per class private day rates.
After Hours are 5:00 PM - 8:00 AM, Monday through Thursday.
 - b. Weekend
There will be a 2.0 times premium in either per student public or per class private day rates.
Weekend is 5:00 PM Friday - 8:00 AM Monday.
 - c. Holiday
There will be a 2.0 times premium in either per student public or per class private day rates.
Holiday is recognized Kronos Holiday (see below).
 - d. Onsite Support requiring Travel:
All travel time (portal to portal) will be billed at the current contract rate by role.
Expense reimbursement is pursuant to the agreement covering such Educational Services between the Ordering Activity and Kronos, subject to the terms and conditions of the GSA Schedule contract, customer order, and applicable Federal travel regulations

Other Policies

1. Kronos personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.).
2. In instances where Kronos personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).
3. Ordering Activity agrees to not hire any Kronos employee who has performed services under the Agreement for a

period of one-year after the completion of such services.

4. All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.
5. Ordering Activity Data: To perform the implementation and to provide support after completion, Kronos may need to access and retain information regarding your employees and business organization. Kronos will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data - these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Kronos' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SECTION G SUPPORT POLICIES AND SERVICES (not applicable to WebTA Software Support Services)

Product Coverage

For each installation, Ordering Activities must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment of the same type. The latest Supported Product List is available at <http://customer.kronos.com/support/status/index.htm>.

Workforce Central suite

Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. We currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software.

For Workforce Payroll, when service packs are no longer provided Kronos will provide two quarterly legislative updates to provide you with additional time to upgrade.

Workforce Analytics (WFAN) – supported components include:

All procedures and Database Objects associated with the Workforce Analytics databases.

All WFAN for Healthcare Reports accessible through the "WFAN Advanced Reporting" link from the SharePoint Home Page that were delivered through the Core Product.

All Analysis Services Cubes found in the Workforce Analytics databases.

Kronos iSeries Central suite

Contractor through Kronos only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

Timekeeper Central

Contractor through Kronos only provides "defect repairs" for the current release of the Software.

Kronos defines Version, Release, and Service Pack as follows:

Version: A software product upgrade that includes major new features or functionality.

Release: A software product upgrade that includes minor new features or functionality.

Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative — Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

The software product hierarchy is: Version . Release . Service Pack

Updates

Ordering Activities electing to undergo a major platform upgrade migration (i.e. from Timekeeper Central to Workforce Central suite or from OptiLink version 6 to OptiLink Plus version 7) are required to purchase the licenses to the new version at the applicable license GSA fees.

Support Exclusions

Support service does not include service to the Software resulting from, or associated with:

1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Kronos; or

5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Kronos; or
8. Reprogramming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.

In addition to the Support exclusions above the following Services are NOT covered by your Kronos Support Service Agreement and are subject to the applicable Contractor Service GSA rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, Dashboards and Fields
2. Creating New Schedules
3. Terminal Programming and Cold Start
4. Pay Period Changes
5. Programming, modifying, Implementing, training or troubleshooting the following:
 - a. Data integration interfaces (i.e. Connect, Integration Manager, Analytics)
 - b. Custom Reports
 - c. Custom Application extensions
6. Editing Process Manager templates and creating new templates
7. Installing or reinstalling Applications such as, but not limited to,
 - a. Adding a Workstation
 - b. Moving the Application
 - c. Reinstalling following a Hard Drive Crash
 - d. Service Packs
8. Database Administration Maintenance or Services such as, but not limited to,
 - a. Database maintenance scripts
 - b. Writing or customizing database scripts for data reporting and/or retrieval
 - c. Performance Tuning
 - d. Sizing
 - e. Disaster Recovery
 - f. Database backup strategy and/or setup
9. Establishing a Non-Production Environment such as, but not limited to,
 - a. Test environments, i.e., application servers, database servers
 - b. K-Demo
10. Troubleshooting Environmental Issues such as, but not limited to,
 - a. Operating System
 - b. Network Issues
 - c. Firewalls
 - d. Servers
 - e. Workstations
 - f. Single Sign On
11. Custom Reports or Custom Application Extensions
12. Implementation or configuration services related to upgrading product such as, but not limited to,
 - a. Software implementation
 - b. Porting custom software (i.e., reports)
 - c. Change management
 - d. Training
 - e. New functionality deployment
 - f. Application Interfaces
13. Service to Kronos custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
14. Importing new data i.e. from acquisitions or purchasing of another company.
15. Load balancing configuration
16. Virtual server configuration

Support Discontinuance — End of Service Life

Contractor through Kronos may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay (i) the support services fees at list price for such lapsed or unprocured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s).

Service Coverage Period

Local* business hours, Monday through Friday, excluding Kronos holidays, with access to Kronos' technical support staff — Gold or Gold Plus Support. *Please check Contact Us on the Ordering Activity Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:
US - 8:00 a.m. - 8:00 p.m. local time

24 hours a day, seven days a week, 365 days a year, with access to Kronos' technical support staff — Platinum or Platinum Plus Support

Priority Based Support

Contractor through Kronos provides support on a "priority" basis. As such, Ordering Activities with the most critical request(s) will be serviced first. Kronos Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical Ordering Activity issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Ordering Activity not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious Ordering Activity issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy — accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the Ordering Activity portal.

Response Time

Response time shall mean from the time the case priority is set by Kronos' Support Center until a Kronos support representative contacts the Ordering Activity to begin service. Kronos utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement between the Ordering Activity and Kronos.

e.g., If a Gold support Ordering Activity's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Kronos would respond before 8:55 a.m., local time, the next business day (Monday–Friday for Gold Support customers).

Critical Outages

Contractor through Kronos Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. *On-going continuous effort may also be dependent on the Ordering Activity's ability to provide a resource to work with the Kronos Global Support engineer during this period.*

Technical Escalation

Our case resolution process is a Team based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The Teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation coordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Ordering Activities may, at any time, ask to speak to a Kronos manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Kronos Global Support manager, please telephone your Kronos Support Services center and ask to speak to a manager. Phone numbers are listed on the Customer Portal at <http://customer.kronos.com/ContactUs.htm>.

Software Support Services and Features

Contractor through Kronos provides different levels of support offerings through our *Platinum Plus*, *Platinum*, *Gold Plus*, and *Gold* support services.

Platinum Plus Support Service

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available *24 hours per day, 7 days per week*. Platinum Plus customers can designate *5 named contacts*, and also enjoy one on-site visit per year.

Platinum Support Service

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:

- 24 x 7 x 365 telephone access to Kronos Global Support

- Access to Senior Support Engineers

- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Kronos products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from *8:00 a.m.–8:00 p.m.*, local time, Monday–Friday. Gold Plus customers can designate *2 named contacts*.

Gold Support Service

Gold Support offers a very well-rounded support program. Included is free access to Kronos Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

SuperSearch (Available to all Support Agreement customers)

The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.

- Knowledge base

- Documentation (Manuals and User Guides)

- Service packs

- Customer forums

- Technical Advisories and Technical Insiders

- Frequently asked questions (FAQs)

*Access to data sources is limited by type of support service.

Technical Advisories (Available to all Support Agreement customers)

Kronos Global Support Center personnel are a valuable source of knowledge and experience. That's why we give you access to the same vast repositories of information that they use. You have access to these technical alerts located on the Kronos customer portal. *Please sign up for email alerts to get notified of the release of new technical advisories on the Kronos customer portal.*

Service Case Studies (Available to Gold and Platinum level customers)

When you want an in-depth understanding of technology and how Kronos applications incorporate that technology, you'll enjoy reading and learning from these case studies.

Learning Quick Tips (Available to Gold and Platinum level customers)

Enjoy the convenience of web-based, self-paced recorded training modules for your Kronos application. These training recordings are short in duration and you can take them anytime and anywhere that you have access to the Web.

Technical Insider (Available to Gold and Platinum level customers)

Learn from the experts here at Kronos and become an expert yourself. The Technical Insider offers best practices, procedures, and tools and is available through our customer portal.

Brown Bag Sessions (Available to Gold and Platinum level customers)

Experience training over the Internet on a variety of topics pertaining to your Kronos system. Kronos Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to your busy schedule. These sessions are one hour in length and are FREE for all Kronos customers with Gold or Platinum support agreements.

HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables you to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to your desktop.

SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. Browse the courses in the SHRM e-learning catalog <http://www.shrm.org/elearning/> to create a learning journey that is unique to you. SHRM e-Learning courses are facilitated by leading industry experts and presentations range from sixty to ninety minutes in length.

Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. You can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

Service Packs (Available to all Support Agreement customers)

Kronos Support Services entitles all Ordering Activities who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Kronos customer portal. Protecting your investment is where our coverage for you begins as you embark on your journey to increased knowledge and improved business performance.

This service feature entitles you to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for you to download and install. *Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.*

Knowledge Base (Available to all Support Agreement customers)

Accessed by our Ordering Activities thousands of times per month, this online database currently contains thousands of answers to questions about Kronos products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with our Global Support case management system and captures the real-world experience of our support engineers. The knowledge base is constantly updated. When our support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that Ordering Activities ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

eCase management (Available to all Support Agreement customers)

For your convenience, we give you direct access to our electronic case management system. Make your own notes to help explain what you are encountering. Your case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday–Friday, during the business hours of your Kronos support center, excluding Kronos holidays. Should you require assistance outside the described hours, please telephone your Kronos support center.

Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Kronos' products, for example:

- Installation guides
- Configuration guides
- Database administrators guides
- User guides
- System administrators guides

Database views reference guides.

Customer Forums (Available to all Support Agreement customers)

Our Customer forums provide a unique opportunity to connect with other Kronos customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow you to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Kronos applications.

Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Kronos to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service

Ordering Activities seeking support outside their service coverage period or Services that are not covered by your Support service or Ordering Activities without a Support Agreement on Active Product will be charged at the current GSA hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday–Friday 8:00 a.m.–5:00 p.m.	2
Monday–Thursday 5:01 p.m.–7:59 a.m.	4
Friday–Monday 5:01 p.m.–7:59 a.m.	8

Conditions:

1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m.–5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday–Friday.
3. The response time for customers without a support agreement is within two business days.
4. Ordering Activities with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m. Kronos recommends that Depot Exchange Ordering Activities procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

Contractor through Kronos sends a replacement unit on an advance exchange basis by next-business day delivery if request is received prior to 2:00 p.m.

Upon receipt of replacement, you send the terminal needing service back to the Kronos Equipment Services Center.

Availability:

Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Depot Repair Service

This service was designed for those who keep their own inventory of spare terminals and options.

How it works:

You contact Contractor through Kronos to troubleshoot the problem. If unable to resolve the issue, you are issued a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory.

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:

NOT available from the Australia and China Support Services groups.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Device Software Maintenance

Device Software Maintenance is designed for those Kronos customers who choose to manage time clock repair themselves and just want access to device software updates. This service option lets you download equipment service packs from the Customer Portal to ensure that your time clock is always up to date with:

- The latest security enhancements
- Communication protocols
- Fixes and terminal software feature updates
- Compatibility updates with Kronos software or other terminals

Device Software Maintenance is included with Depot Exchange and Depot Repair.

Device Software Maintenance does NOT include any repair or exchange services.

How it works:

Go to the Customer portal at <http://customer.kronos.com>.

Register or log in to the Customer Portal. An email address and Kronos Solution ID are required to register for access to the customer portal.

Go to the Support page to access the equipment service packs.

Availability:

The Device Software Maintenance offering is available worldwide.

NOT available for the 100, 400, 500, Century and Cyber series terminals

This service includes access to equipment service packs / firmware updates available on the Kronos customer portal. Please sign up for email alerts to get notified of the release of new service packs on the Kronos customer portal.

Per-event Repair Service

Per-event rates apply to Ordering Activities without an equipment support agreement. The Kronos Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How It works:

You contact Contractor through Kronos to get a Return Material Authorization (RMA) Case number to return the unit to Kronos for repair.

You install your spare unit from your inventory

You send the terminal needing service back to the Kronos Equipment Services Center.

Upon receipt of product, Kronos shall repair the product within fifteen (15) business days and return to the Ordering Activity by regular surface transportation.

Conditions:

Batching (defined as 2 or more terminals) voids the turn-around time.

You will be charged Contractor's current GSA time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.

Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

- a. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
- b. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Kronos' published installation guidelines) including, but not limited to, adequate electrical power;
- c. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Kronos' published specifications;
- d. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Kronos;
- e. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
- f. Ordering Activity's repair, attempted repair or modification of the Products.

Repairs are warranted for 90 days from date of shipment.

This service does NOT include access to equipment service packs / firmware updates.

TELESTAFF DEPLOYMENT - [Customer Name]							
ID	% Comp	Task Name	Duration	Start	Finish	Predecessors	Resource Initials
0	0%	TELESTAFF DEPLOYMENT - [Customer Name]	67.5 days	Mon 9/14/15	Wed 12/16/15		
1	0%	1 Plan Phase	67.5 days	Mon 9/14/15	Wed 12/16/15		
2	0%	1.1 Project Initiation	1.31 days	Mon 9/14/15	Tue 9/15/15		
3	0%	1.1.1 Prep for call & review documentation from sales cycle	1 hr	Mon 9/14/15	Mon 9/14/15		KPO
4	0%	1.1.2 Sales to service transition	1 hr	Mon 9/14/15	Mon 9/14/15 3		AE,KPO,TC,PS,SPC
5	0%	1.1.3 PM:PM project discussion	0.5 hrs	Tue 9/15/15	Tue 9/15/15 4FS+1 day		WFC PM,KPO
6	0%	1.2 Executive Sponsor Introduction Call	1 hr	Wed 9/16/15	Wed 9/16/15 4FS+2 days		SPONSOR,KPO
7	0%	1.3 Distribute Deployment Guide to project team	0.25 hrs	Wed 9/16/15	Wed 9/16/15 4FS+2 days		SPONSOR
8	0%	1.4 Distribute technical information to IT	0.25 hrs	Wed 9/16/15	Wed 9/16/15 4FS+2 days		SPONSOR
9	0%	1.5 Project Planning	2.25 days	Thu 9/17/15	Mon 9/21/15		
10	0%	1.5.1 Produce initial project plan	1 hr	Thu 9/17/15	Thu 9/17/15 6FS+1 day		KPO
11	0%	1.5.2 Project plan review	1 hr	Mon 9/21/15	Mon 9/21/15 10FS+2 days		PL,SPONSOR,IT,KPO
12	0%	1.5.3 Delivery of project plan	0 hrs	Mon 9/21/15	Mon 9/21/15 11		KPO
13	0%	1.6 Project Kick Off and solution overview	4.38 days	Wed 9/16/15	Tue 9/22/15		
14	0%	1.6.1 Prepare Presentation	1 hr	Wed 9/16/15	Wed 9/16/15 6		KPO
15	0%	1.6.2 Kick off Call	1 hr	Tue 9/22/15	Tue 9/22/15 12FS+1 day		PL,KPO,SME,SPONSOR
16	0%	1.7 Pre-Assessment Learning	4 hrs	Tue 9/22/15	Wed 9/23/15 15		PL,SME
17	0%	1.8 General assessment readiness review	1 hr	Thu 9/24/15	Thu 9/24/15 16FS+1 day		PL,KPO,SME
18	0%	1.9 Customer prepares assessment materials	13.38 days	Mon 9/14/15	Thu 10/1/15		
19	0%	1.9.1 Samples of daily rosters	1 day	Fri 9/25/15	Mon 9/28/15 17FS+1 day		PL,SME
20	0%	1.9.2 Review Deployment Guide	5 days	Wed 9/23/15	Wed 9/30/15 7,13FS+1 day		P,PL,TST,TRN,SME
21	0%	1.9.3 Review technical materials (server, web access, phones)	2 days	Thu 9/24/15	Mon 9/28/15 8,13FS+2 days		IT
22	0%	1.9.4 Populate TeleStaff Data Gathering Tool	5 days	Thu 9/24/15	Thu 10/1/15 17		PL,SME
23	0%	1.9.5 Complete Project Team Fundamentals	10 days	Mon 9/14/15	Fri 9/25/15		PL,SME
24	0%	1.10 Weekly Status Calls/Review project schedule	55.75 days	Tue 9/29/15	Wed 12/16/15		PL,KPO
37	0%	1.11 Technical Assessment Readiness Call	1 hr	Mon 9/28/15	Mon 9/28/15 21		TC,IT
38	0%	1.12 Order dialogic card	1 day	Mon 9/14/15	Mon 9/14/15		IT
39	0%	1.13 Order DB, application, web access server(s)	1 day	Mon 9/14/15	Mon 9/14/15		IT
40	0%	1.14 Review installation instructions	1 hr	Wed 9/16/15	Wed 9/16/15 39FS+1 day		IT,TC

TELESTAFF ADVANCED CONFIGURATION							
ID	% Complete	Task Name	Duration	Predecessor	Start	Finish	Resource Initials
0	0%	0% TELESTAFF ADVANCED CONFIGURATION	50.75 days		Mon 1/14/16	Mon 3/14/16	
1	0%	1 ADVANCED ASSESSMENT	47.13 days		Mon 1/4/16	Wed 3/9/16	
2	0%	1.1 Phase 2 Introduction web conference	2 hrs		Mon 1/4/16	Mon 1/4/16 PM, PL, SPONSOR	
3	0%	1.2 Staffing Process Review	15.25 days		Mon 1/4/16	Mon 1/25/16	
4	0%	1.2.1 Complete staffing diagrams	10 days		Mon 1/4/16	Mon 1/18/16 PL, SME	
5	0%	1.2.2 Staffing process web conference	2 hrs		Mon 1/18/16	Mon 1/18/16 PM, PL, SME	
6	0%	1.2.3 Project team updates/modifies staffing c	1 day		Mon 1/18/16	Tue 1/19/16 PL, SME	
7	0%	1.2.4 Staffing process finalization web confere	1 hr		Tue 1/19/16	Tue 1/19/16 PM, PL, SME	
8	0%	1.2.5 Auction discovery call	1 hr		Tue 1/19/16	Tue 1/19/16 PM, PL, SME	
9	0%	1.2.6 Deliver final scope and project plan	1 hr	7FS+4 days	Mon 1/25/16	Mon 1/25/16 PM	
10	0%	1.3 Weekly status calls	45.13 days		Wed 1/6/16	Wed 3/9/16	
21	0%	2 ADVANCED SOLUTION BUILD	5.75 days		Wed 1/27/16	Thu 2/4/16	
22	0%	2.1 Configuration Training	5 days	7FS+6 days	Wed 1/27/16	Wed 2/3/16 PL, PM, SME	
23	0%	2.2 Auction configuration web conference #1	3 hrs	22	Wed 2/3/16	Wed 2/3/16 PL, PM, SME	
24	0%	2.3 Auction configuration web conference #2	3 hrs	23	Wed 2/3/16	Thu 2/4/16 PL, PM, SME	
25	0%	3 ADVANCED TEST AND CERTIFY	22 days		Tue 1/19/16	Thu 2/18/16	
26	0%	3.1 Testing Preparation	22 days		Tue 1/19/16	Thu 2/18/16	
27	0%	3.1.1 Develop test plan and assign system tes	2 days		Tue 1/19/16	Thu 1/21/16 TST, PL	
28	0%	3.1.2 Create test scenarios based on staffing c	5 days		Tue 1/19/16	Tue 1/26/16 TST, PL, SME	
29	0%	3.1.3 Testing	10 days		Thu 2/4/16	Thu 2/18/16 TST, PL, SME	
30	0%	3.1.4 Testing review web conference #1	3 hrs	22FS+1 day 29SS	Thu 2/4/16	Thu 2/4/16 PL, PM, SME	
31	0%	3.1.5 Testing review web conference #2	3 hrs	30FS+3 days	Tue 2/9/16	Wed 2/10/16 PL, SME, PM	
32	0%	3.1.6 Testing review web conference #3	3 hrs	31FS+3 days	Mon 2/15/16	Mon 2/15/16 SME, PM, PL	
33	0%	3.1.7 Internal research and testing	10 hrs		Wed 2/3/16	Thu 2/4/16 PM	
34	0%	3.1.8 Auction internal test and build	5 hrs		Thu 2/4/16	Thu 2/4/16 PM	
35	0%	4 ADVANCED SUPPORT	20.25 days		Mon 2/15/16	Mon 3/14/16	
36	0%	4.1 Develop training plan	1 day	29FS+1 day	Fri 2/19/16	Mon 2/22/16 PL	
37	0%	4.2 Determine course dates, start/end times, & lc	2 days	32	Mon 2/15/16	Wed 2/17/16 PL	
38	0%	4.3 Staffer training	10.25 days		Mon 2/22/16	Mon 3/7/16	
39	0%	4.3.1 Create training materials	5 days	36	Mon 2/22/16	Mon 2/29/16 SME, PL	

TELESTAFF ADVANCED CONFIGURATION

ID	% Complete	Task Name	Duration	Predecessor	Start	Finish	Resource Initials
40	0%	4.3.2 Conduct staffer/administrator training cl	3 days	39,32	Mon 2/29/16	Thu 3/3/16	PL,SME
41	0%	4.3.3 Web conference to prepare for new proc	2 hrs	40FS+1 day	Fri 3/4/16	Fri 3/4/16	PM,PL,SME
42	0%	4.3.4 Advance staffing usage begins	1 day	41	Fri 3/4/16	Mon 3/7/16	PL
43	0%	4.4 Transition web conference	1 hr	42FS+5 days	Mon 3/14/16	Mon 3/14/16	PM,PL

TELESTAFF DEPLOYMENT - [Customer Name]

ID	% Comp	Task Name	Duration	Start	Finish	Predecessors	Resource Initials
41	0%	1.15 Set up phone lines	5 days	Wed 9/30/15	Wed 10/7/15	21FS+2 days	IT
42	0%	1.16 Assessment materials due from customer	0 days	Thu 10/1/15	Thu 10/1/15	19,22	PL
43	0%	1.17 Customer Assessment Readiness Review 1	2 hrs	Thu 10/1/15	Thu 10/1/15	42	KPO,PL,SME
44	0%	1.18 Project team completes changes	2 days	Thu 10/1/15	Mon 10/5/15	43	PL,SME
45	0%	1.19 Customer Assessment Readiness Review 2	2 hrs	Mon 10/5/15	Mon 10/5/15	44	KPO,PL,SME
46	0%	1.20 Customer assessment readiness Milestone	0 days	Mon 10/5/15	Mon 10/5/15	45	KPO
47	0%	2 Assess Phase	15.88 days	Tue 9/22/15	Wed 10/14/15		
48	0%	2.1 Analyze Data & Design Solution	15.13 days	Tue 9/22/15	Tue 10/13/15		
49	0%	2.1.1 Technical Architecture Design	2 hrs	Mon 9/28/15	Tue 9/29/15	37	IT,TC,KSC,PL
50	0%	2.1.2 TeleStaff database creation	4 hrs	Mon 10/5/15	Tue 10/6/15	46	KSC
51	0%	2.1.3 Product Design Workshop #1	2 hrs	Wed 10/7/15	Wed 10/7/15	50FS+1 day	PL,KSC,SME,P
52	0%	2.1.4 Product Design Workshop #2	3 hrs	Thu 10/8/15	Thu 10/8/15	51FS+1 day	P,PL,SME,KSC
53	0%	2.1.5 Product Design Workshop #3	3 hrs	Mon 10/12/15	Mon 10/12/15	52FS+1 day	P,PL,SME,KSC
54	0%	2.1.6 Develop product design document(s)	4 hrs	Tue 10/13/15	Tue 10/13/15	53FS+1 day	KSC
55	0%	2.1.7 Interface Design Workshop	15.06 days	Tue 9/22/15	Tue 10/13/15		
78	0%	2.2 Solution Design Review	5 days	Wed 10/7/15	Wed 10/14/15		
79	0%	2.2.1 Deliver TeleStaff DB	0 hrs	Wed 10/7/15	Wed 10/7/15	51	KSC
80	0%	2.2.2 Product design document review	2 hrs	Wed 10/14/15	Wed 10/14/15	53FS+2 days	KSC,PL,SME
81	0%	2.3 Testing strategy call	30 mins	Mon 10/5/15	Mon 10/5/15	46	PL,KPO,TRN
82	0%	2.4 Education Deployment Planning Call	30 mins	Mon 10/5/15	Mon 10/5/15	46	PL,KPO,TRN
83	0%	2.5 Solution Design Acceptance and Planning	9.6 days	Wed 9/30/15	Tue 10/13/15		
84	0%	2.5.1 Review and Approve Technical Architecture Design document	0.5 hrs	Wed 9/30/15	Wed 9/30/15	49FS+1 day	IT,PL
85	0%	2.5.2 Review and Approve Product Design document	0.5 hrs	Wed 10/7/15	Wed 10/7/15	79	PL
86	0%	2.5.3 Review and Approve Interface Design document	0.5 hrs	Tue 10/13/15	Tue 10/13/15	73	PL
87	0%	2.5.4 Review and Approve Custom Deliverable Design document	0.5 hrs	Tue 10/6/15	Tue 10/6/15	76	PL
88	0%	2.6 Solution Design Milestone	0 days	Tue 10/13/15	Tue 10/13/15	83	KPO,PL
89	0%	3 SOLUTION BUILD	15.56 days	Mon 10/5/15	Mon 10/26/15		
90	0%	3.1 Install Hardware and Software (Test)	0.5 days	Tue 10/13/15	Tue 10/13/15		

TELESTAFF DEPLOYMENT - [Customer Name]

ID	% Comp	Task Name	Duration	Start	Finish	Predecessors	Resource Initials
91	0%	3.1.1 TeleStaff software, DB, and application server installation	3 hrs	Tue 10/13/15	Tue 10/13/15	39FS+1 mon	IT,TC
92	0%	3.1.2 Complete installation report	1 hr	Tue 10/13/15	Tue 10/13/15	91	TC
93	0%	3.2 Build solution	9.88 days	Tue 10/6/15	Tue 10/20/15		
94	0%	3.2.1 TeleStaff configuration build	2.5 days	Tue 10/13/15	Fri 10/16/15		
95	0%	3.2.1.1 Session #1	3 hrs	Tue 10/13/15	Wed 10/14/15	88	KSC
96	0%	3.2.1.2 Review of session #1	1 hr	Wed 10/14/15	Wed 10/14/15	95	PL,KSC,SME
97	0%	3.2.1.3 Session #2	3 hrs	Wed 10/14/15	Wed 10/14/15	96	KSC
98	0%	3.2.1.4 Review of session #2	1 hr	Thu 10/15/15	Thu 10/15/15	97FS+1 day	PL,KSC,SME
99	0%	3.2.1.5 Session #3	3 hrs	Thu 10/15/15	Fri 10/16/15	98	KSC
100	0%	3.2.1.6 Review of session #3	1 hr	Fri 10/16/15	Fri 10/16/15	99	PL,KSC,SME
101	0%	3.2.2 Interface development build	5 days	Tue 10/13/15	Tue 10/20/15		
102	0%	3.2.2.1 Internal configuration review	1 hr	Tue 10/13/15	Wed 10/14/15	55	WFC PM,WFC SC,KSC,IC,V
103	0%	3.2.2.2 TS/WFC interfaces	4 hrs	Wed 10/14/15	Wed 10/14/15	102	IC
104	0%	3.2.2.3 Standard GM interfaces (non WFC)	1 hr	Tue 10/13/15	Tue 10/13/15	55	KSC
105	0%	3.2.2.4 Payroll export	1 hr	Tue 10/13/15	Tue 10/13/15	55	KSC
106	0%	3.2.2.5 Custom interfaces	5 days	Tue 10/13/15	Tue 10/20/15	55	IC
107	0%	3.2.3 Custom deliverable development build	5 days	Tue 10/6/15	Tue 10/13/15	87	IC
108	0%	3.3 Unit Tests	9.88 days	Wed 10/7/15	Wed 10/21/15		
109	0%	3.3.1 TeleStaff configuration unit tests	1 day	Fri 10/16/15	Mon 10/19/15		
110	0%	3.3.1.1 TeleStaff configuration unit tests	8 hrs	Fri 10/16/15	Mon 10/19/15	100	KAC
111	0%	3.3.2 Interface unit tests	5.88 days	Tue 10/13/15	Wed 10/21/15		
112	0%	3.3.2.1 TS/WFC Interfaces	5 days	Wed 10/14/15	Wed 10/21/15	103SS	IC,IT
113	0%	3.3.2.2 Standard GM interfaces (non WFC)	3 hrs	Tue 10/13/15	Wed 10/14/15	104	KAC
114	0%	3.3.2.3 Payroll export	3 hrs	Tue 10/13/15	Wed 10/14/15	105	KAC
115	0%	3.3.2.4 Custom interfaces	5 days	Wed 10/14/15	Wed 10/21/15	106SS+1 day	IC,IT
116	0%	3.3.3 Custom Deliverable unit tests	3 days	Wed 10/7/15	Mon 10/12/15	107SS+1 day	IC,IT,PL
117	0%	3.4 Testing workshop	15.56 days	Mon 10/5/15	Mon 10/26/15		
118	0%	3.4.1 TeleStaff configuration testing workshop	2 hrs	Mon 10/5/15	Mon 10/5/15	63	KPO,PL,SME,TST
119	0%	3.4.2 Develop test plan	5 days	Mon 10/5/15	Mon 10/12/15	81	TST
120	0%	3.4.3 Create user acceptance test scenarios	10 days	Mon 10/12/15	Mon 10/26/15	119	TST,PL,SME
121	0%	3.5 Install Hardware and Software PROD	1.5 days	Tue 10/13/15	Wed 10/14/15		

TELESTAFF DEPLOYMENT - [Customer Name]

ID	% Comp	Task Name	Duration	Start	Finish	Predecessors	Resource Initials
122	0%	3.5.1 TeleStaff software, DB, and application server installation	3 hrs	Tue 10/13/15	Tue 10/13/15	39FS+1 mon	IT,TC
123	0%	3.5.2 Purchase and install SSL certificate	1 day	Tue 10/13/15	Wed 10/14/15	122	IT
124	0%	3.5.3 Complete installation report	1 hr	Wed 10/14/15	Wed 10/14/15	123	TC
125	0%	3.6 TeleStaff solution build overview	2 hrs	Wed 10/21/15	Thu 10/22/15	109,111	KSC,PL,SME
126	0%	3.7 Test and Certify Milestone	0 days	Thu 10/22/15	Thu 10/22/15	125	KPO,PL
127	0%	4 TEST AND CERTIFY	39.44 days	Mon 9/14/15	Fri 11/6/15		
128	0%	4.1 TeleStaff Tester Training	2.5 days	Thu 10/22/15	Mon 10/26/15		
129	0%	4.1.1 Test Team Education	3 hrs	Thu 10/22/15	Thu 10/22/15	125	KSC,PL,SME,TST
130	0%	4.1.2 Session #1	2 hrs	Fri 10/23/15	Fri 10/23/15	125FS+1 day	PL,KSC,SME
131	0%	4.1.3 Session #2	2 hrs	Mon 10/26/15	Mon 10/26/15	130FS+1 day	PL,KSC,SME
132	0%	4.2 User acceptance tests	7.75 days	Mon 10/26/15	Thu 11/5/15		
133	0%	4.2.1 TeleStaff configuration tests	5.5 days	Mon 10/26/15	Tue 11/3/15		
134	0%	4.2.1.1 User acceptance tests	5 days	Mon 10/26/15	Mon 11/2/15	109,128	TST,PL,SME
135	0%	4.2.1.2 Acceptance test review call #1	2 hrs	Thu 10/29/15	Thu 10/29/15	134SS+3 days	PL,KSC,SME
136	0%	4.2.1.3 Acceptance test review call #2	2 hrs	Mon 11/2/15	Tue 11/3/15	135FS+2 days	PL,KSC,SME
137	0%	4.2.2 Integration Testing	7.75 days	Mon 10/26/15	Thu 11/5/15		
138	0%	4.2.2.1 TS/WFC Interfaces	5 days	Mon 10/26/15	Mon 11/2/15	112,134SS	IT,PL,SME
139	0%	4.2.2.2 Standard GM interfaces (non WFC)	2 days	Mon 10/26/15	Wed 10/28/15	113,134SS	IT,PL,SME
140	0%	4.2.2.3 Payroll export	3 days	Mon 10/26/15	Thu 11/5/15	114,134SS	IT,PL,SME
141	0%	4.2.2.4 Custom interfaces	5 days	Mon 10/26/15	Mon 11/2/15	115,134SS	IT,PL,SME
142	0%	4.2.2.5 Custom deliverable testing	3 days	Mon 10/26/15	Thu 10/29/15	116,134SS	IT,PL,SME
143	0%	4.3 Validate education strategy	24.94 days	Mon 9/14/15	Fri 10/16/15		
144	0%	4.3.1 Education confirmation for end users and staffers	9 days	Mon 10/5/15	Fri 10/16/15		
145	0%	4.3.1.1 Develop education roll out plan	2 days	Mon 10/5/15	Wed 10/7/15	82	TRN
146	0%	4.3.1.2 Determine course dates, start/end times, locations	5 days	Wed 10/7/15	Wed 10/14/15	145	PL,SPONSOR,TRN
147	0%	4.3.1.3 Set up training environment	2 days	Wed 10/14/15	Fri 10/16/15	146	IT
148	0%	4.3.2 Education materials development	10 days	Mon 9/14/15	Fri 9/25/15		
149	0%	4.3.2.1 Create training materials	10 days	Mon 9/14/15	Fri 9/25/15		PL,SME,TRN
150	0%	4.3.2.2 Set up training database with staffing scenarios	1 day	Mon 9/14/15	Mon 9/14/15	149SS	SME,PL
151	0%	4.4 Technical review - deployment readiness	0.13 days	Fri 11/6/15	Fri 11/6/15		
152	0%	4.4.1 Solution acceptance review	1 hr	Fri 11/6/15	Fri 11/6/15	132FS+1 day	PL,KPO
153	0%	4.5 Solution Acceptance Milestone	0 hrs	Fri 11/6/15	Fri 11/6/15	152	PL,KPO
154	0%	5 DEPLOY AND SUPPORT	20.25 days	Fri 11/6/15	Fri 12/4/15		

TELESTAFF DEPLOYMENT - [Customer Name]

ID	% Comp	Task Name	Duration	Start	Finish	Predecessors	Resource Initials
155	0%	5.1 Deployment readiness	11.5 days	Fri 11/6/15	Mon 11/23/15		
156	0%	5.1.1 Train-the-trainer	4 hrs	Fri 11/6/15	Fri 11/6/15 153		PL,KSC,SME
157	0%	5.1.2 Staffer/administrator education	10 days	Fri 11/6/15	Fri 11/20/15 156		TRN,PL,SME
158	0%	5.1.3 End user education	10 days	Mon 11/9/15	Mon 11/23/15 157SS+1 day		TRN,PL,SME
159	0%	5.1.4 Deployment Preparation	2 days	Mon 11/9/15	Wed 11/11/15 157SS+1 day		TRN,PL,SME
160	0%	5.2 Kronos internal project team Go Live prep call	1 hr	Fri 11/6/15	Fri 11/6/15 153		IC,KPO,TC
161	0%	5.3 Go Live readiness call	0.5 hrs	Mon 11/9/15	Mon 11/9/15 157SS,159SS		PL,KPO,SPONSOR
162	0%	5.4 Deployment activation & Go Live	0.06 days	Fri 11/6/15	Fri 11/6/15		
163	0%	5.4.1 Import accrual data	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		PL,SME
164	0%	5.4.2 TS/WFC interfaces	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		IT,PL
165	0%	5.4.3 Standard GM interfaces (non WFC)	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		IT,PL
166	0%	5.4.4 Payroll export	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		IT,PL
167	0%	5.4.5 Custom interfaces	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		IT,PL
168	0%	5.4.6 Custom Deliverable	0.5 hrs	Fri 11/6/15	Fri 11/6/15 153		IT,PL
169	0%	5.5 Deployment Validation	20 days	Fri 11/6/15	Fri 12/4/15		
170	0%	5.5.1 Validation 1/TeleStaff parallel testing	10 days	Fri 11/6/15	Fri 11/20/15 162		PL,SME
171	0%	5.5.2 Validation 2 (optional)	10 days	Fri 11/20/15	Fri 12/4/15 170		PL,SME
172	0%	5.6 Validation Support call	1 hr	Fri 12/4/15	Fri 12/4/15 171		PL,KPO,SPONSOR
173	0%	5.7 TeleStaff production milestone	0 hrs	Fri 12/4/15	Fri 12/4/15 172		PL,KPO
174	0%	5.8 Solution Transition	0.06 days	Fri 12/4/15	Fri 12/4/15		
175	0%	5.8.1 Transition client to Global Support	0.5 hrs	Fri 12/4/15	Fri 12/4/15 172		PL,KPO,SPONSOR

Jennifer Reynolds
 DANE , COUNTY OF
 Dane County Sheriff's Office
 115 West Doly Street
 Madison, WI 553703
 PH: 608-284-6160
 reynolds.jennifer@danesherriff.com

Contract No.: OPENMARKET-IM

CAGE Code: 3CA29
 DUNS No.: 09-869-2374
 TAX ID#: 54-1912608
 Terms: NET 30
 FOB: Origin

Quote Number: QUO-603315-N2P3G4
 Quote Date: 8/19/2015
 Expiration Date: 9/18/2015

Order/Payment Address:
 immixTechnology, Inc.
 8444 Westpark Drive, Suite 200
 McLean, VA 22102
 PH: 703-752-0610 FX: 703-752-0611
 EFT: BB&T
 Routing No. 055003308

immixTechnology, Inc. Carbonello, Robert
 Contact: Rcarbonello@immixgroup.com
 703-752-0589

Manufacturer Quote #:
 Manufacturer Ref #:

Manufacturer Contact: Rinzel, Jodi
 jodi.rinzel@kronos.com
 414-477-8252

Please reference ImmixTechnology's "QUO" quote number and government contract number on any subsequent purchase orders.

PLEASE DO NOT MAIL PURCHASE ORDERS VIA US POSTAL SERVICE. Please fax to 703-584-3115 to my attention, or email to Andrew_Cox@immixgroup.com.

Please include any tax exempt certificates, where applicable.

STATEMENT OF WORK "-Dane County Sheriff SOW WFTS BC_040715 R11-" IS INCORPORATED INTO THIS QUOTE

Included at no charge...
 8100191-001 ESD SW KIT,TELESTAFF ENTERPRISE V4.2; qty 1
 8604141-001 WORKFORCE TELESTAFF GATEWAY MGR V4 I/F TO WFC V6/V7; qty 1
 8604141-001-PM WORKFORCE TELESTAFF GATEWAY MGR V4 I/F TO WFC V6/V7 Platinum Support Service; qty 1

For the services set forth in the Statement of Work (or "SOW") and this Order Form, immixTechnology agrees to complete the services, as described in the SOW for the fixed fee set forth herein, unless additional hours are required to complete such services due to a material change in the scope of the project, Customer delay in fulfilling its obligations, or as a result of a change in the complexity of the original scope of services based on information unknown at the time the parties entered into this SOW. Any such additional hours shall be agreed upon by the parties pursuant to the Change Order process described in the SOW and the fixed fee amount described herein shall be amended as provided in such Change Order. If Immixtechnology has not invoiced for the entire fixed fee amount as set forth in this SOW (and any Change Orders, if applicable) upon completion of the services, Immixtechnology will invoice Customer for any remaining fees up to the fixed fee amount and Customer shall pay such fees upon the payment terms agreed upon by the parties. All services shall be invoiced in accordance with the terms of the Agreement unless otherwise specified in the SOW.

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8604138-000	GS-35F-0265X	LIC	Workforce TeleStaff Enterprise v4** TRUSTED PRODUCT **	570	\$84,8200	\$48,347.40
2	8604138-000-PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce TeleStaff Enterprise v4** TRUSTED PRODUCT **	570	\$21,2100	\$12,089.70
3	8604145-000	GS-35F-0265X	LIC	Workforce Telestaff Bidding V4 - per employee** TRUSTED PRODUCT **	570	\$31,4200	\$17,909.40

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
4	8604145-000PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce Telestaff Bidding V4 - per employee** TRUSTED PRODUCT **	570	\$7.8500	\$4,474.50
5	8604139-000	GS-35F-0265X	LIC	Workforce TeleStaff Global Access** TRUSTED PRODUCT **	570	\$15.7100	\$8,954.70
6	8604139-000-PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce TeleStaff Global Access** TRUSTED PRODUCT **	570	\$3.9300	\$2,240.10
7	8604143-000	GS-35F-0265X	LIC	Workforce TeleStaff Contact Manager v4** TRUSTED PRODUCT **	570	\$9.4200	\$5,369.40
8	8604143-000-PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce TeleStaff Contact Manager v4** TRUSTED PRODUCT **	570	\$2.3600	\$1,345.20
9	8604142-000	GS-35F-0265X	LIC	Workforce TeleStaff Institution Focus v4** TRUSTED PRODUCT **	570	\$12.5700	\$7,164.90
10	8604142-000-PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce TeleStaff Institution Focus v4** TRUSTED PRODUCT **	570	\$3.1400	\$1,789.80
11	8604140-001	GS-35F-0265X	LIC	Workforce TeleStaff Gateway Manager v4** TRUSTED PRODUCT **	1	\$3,141.6400	\$3,141.64
12	8604140-001-PM	GS-35F-0265X	MNT	Platinum Maintenance for Workforce TeleStaff Gateway Manager v4** TRUSTED PRODUCT **	1	\$785.4100	\$785.41
13	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Standard Deployment: PM Assignment and Project Plan Creation** TRUSTED PRODUCT **	1	\$9,680.0000	\$9,680.00
14	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Standard Deployment: Database Build** TRUSTED PRODUCT **	1	\$9,680.0000	\$9,680.00
15	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Standard Deployment: Solution Build ** TRUSTED PRODUCT **	1	\$9,680.0000	\$9,680.00
16	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Advanced Deployment: PM Assignment and Project Plan Creation ** TRUSTED PRODUCT **	1	\$6,480.0000	\$6,480.00
17	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Advanced Deployment: Staffing Process ** TRUSTED PRODUCT **	1	\$6,480.0000	\$6,480.00
18	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Advanced Deployment : Solution Build ** TRUSTED PRODUCT **	1	\$6,480.0000	\$6,480.00

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price	
19	9990059-PRO	OPENMARKET-IM	SVC	Fixed-Fee Deployment/Implementation - See Milestone Schedule Below - Advanced Deployment: Bidding** TRUSTED PRODUCT **	1	\$4,320.0000	\$4,320.00	
							LICENSE	\$90,887.44
							SW MAINTENANCE	\$22,724.71
							SERVICES	\$52,800.00
							Grand Total	\$166,412.15

Open Market items are subject to the attached Terms and Conditions.

Subject to the Terms and Conditions of GSA MAS Contract Number GS-35F-0265X; See GSA eLibrary:
<http://www.gsaelibrary.gsa.gov/ElibMain/home.do>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program. immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

Jennifer Reynolds
 DANE , COUNTY OF
 210 Martin Luther King Jr Blvd,
 City-County Bldg, Rm 524,
 Madison, WI 553703
 PH: 608-284-6160
 reynolds.jennifer@danesherriff.com

Contract No.: GS-35F-0265X
 CAGE Code: 3CA29
 DUNS No.: 09-869-2374
 TAX ID#: 54-1912608
 Terms: NET 30
 FOB: Destination

Quote Number: QUO-569449-G7Y7F3
 Quote Date: 8/14/2015
 Expiration Date: 9/13/2015

Order/Payment Address:
 ImmixTechnology, Inc.
 8444 Westpark Drive, Suite 200
 McLean, VA 22102
 PH: 703-752-0610 FX: 703-752-0611
 EFT: BB&T
 Routing No. 055003308

ImmixTechnology, Inc. Carbonello, Robert
 Contact:
 703-752-0589 Rcarbonello@Immixongroup.com

Manufacturer Quote #:
 Manufacturer Ref #:

Manufacturer Contact: Rinzel, Jodi
 414-477-8252 jodi.rinzel@kronos.com

Item	Part Number	Contract	Trans Type	Product Description	Qty	Price	Extended Price
1	8800171-001	GS-35F-0265X	LIC	Workforce Integration Manager V7 to TeleStaff v2/v4	1	\$0.00	\$0.00
2	8800171-001GM	GS-35F-0265X	MNT	Gold Maintenance Workforce Integration Manager V7 to TeleStaff v2/v4	1	\$0.00	\$0.00
3	8100174-001	GS-35F-0265X	LIC	WIM I/F Template for WTK v7.0 to TeleStaff v2.9/v4 Integration ESD Software Kit	1	\$0.00	\$0.00
LICENSE							\$0.00
SW MAINTENANCE							\$0.00
Grand Total							\$0.00

I authorize this \$0 order, as described above.

 Customer Project Manager Signature

 Date

Dane County Sheriff - Updated Quote 8/18/15

Immix Line Item	Description	Price	Platinum Annual Maint.
1 & 2	**Workforce Telestaff	\$ 53,095.50	\$ 13,273.88
3 & 4	Workforce TeleStaff Bidding	\$ 19,665.00	\$ 4,916.25
5 & 6	**Workforce TeleStaff Global Access	\$ 9,832.50	\$ 2,458.13
7 & 8	**Workforce Telestaff Contact Manager	\$ 5,899.50	\$ 1,474.88
9 & 10	**Workforce TeleStaff Institution Focus	\$ 7,866.00	\$ 1,966.50
11 & 12	Workforce TeleStaff Gateway Manager	\$ 3,450.00	\$ 862.50
	Subtotal Product & Maint. Before Credit	\$ 99,808.50	\$ 24,952.13
13	Fixed Fee Services - Includes all phases represented on RFP response plus additional services to integrate with ePersonality	\$ 52,800.00	
	*Less trade for Highway Activities and Employee Licenses (discount applied across products on Immix Order - total credit is \$11,148.48).	\$ (8,921.06)	\$ (2,227.42)
	Subtotal Product & Maint. On Immix Quotation is \$166,412.15	\$143,687.44	\$ 22,724.71

**Items were quoted as part of bundle in RFP response totaling \$76,693.50

***Kronos Products and Services - 5 Year Cost Summary**

Description	One Time Costs	Annual Maintenance
Total First Year Costs with Recommended Travel Budget	\$143,687.44	\$22,724.71
Annual Maintenance Year 2		\$23,633.70
Annual Maintenance Year 3		\$24,579.05
Annual Maintenance Year 4		\$25,562.21
Annual Maintenance Year 5		\$26,584.70
Total Five Year Cost for Kronos Products and Services		\$123,084.36

***Aspect/Voxeo VoIP Phone Service - Dane Sheriff to contract prior to Advanced Deployment (November or December 2015). Pricing assumes VoIP will be hosted by provider (Aspect/Voxeo), not customer.**

Description	One Time Set-Up Costs	Per Use Calling Fees
Estimated Fees for Voxeo VoIP (hosted solution)	\$ 2,500.00	\$0.13/min

***Recommended Travel Budget**

Description	One Time Set-Up Costs
Up to Two Site Visits, 4 Days Per Visit, One Kronos Resource Per Visit	\$ 6,000.00

Dane County Sheriff - Updated Quote 8/18/15

***Notes:**

- 1) Dane County is responsible for supplying the hardware and database to meet the system requirements. See Kronos Workforce TeleStaff Technical Overview document
- 2) Kronos is recommending 1-2 on site visits. Kronos will not exceed \$6,000 in travel budget unless otherwise approved by the county. Budget assumes up to two site visits (4 days on site) for one Kronos resource to travel to Dane County. Billable travel expenses include airfare, hotel, car rental, food and incidentals. Expenses are only billed if on-site is required and expenses are billed as incurred.
- 3) Voxeo VoIP services are required for phone calling capabilities. Kronos is recommending Dane County contracts for these services in November or December 2015 just prior to advanced deployment. Pricing assumes Voxeo services are hosted by provider and not the customer. Voxeo price quote valid through 12/31/2015.
- 4) Since the highway department has elected not to proceed with the Activities project, Kronos is offering a one-time discount towards TeleStaff to offset the price paid for the Activities and Employee modules ordered by the highway department. This is in place of a software return. The county is responsible for service work completed in support of the Activities project prior to the County's decision to stop the project.