

Introduced by _____ Council Bill No. R 239-13

A RESOLUTION

authorizing a sales, software license and services agreement with Kronos, Inc. for time and attendance software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) project.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a sales, software license and services agreement with Kronos, Inc. for time and attendance software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) project. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

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KRONOS SALES, SOFTWARE LICENSE AND SERVICES AGREEMENT

Rev KR-022811.1

This agreement (hereinafter "Agreement") is made this ____ day of November, 2013 ("Effective Date") by and between the **City of Columbia**, a Missouri municipal corporation ("Customer"), and **Kronos Incorporated**, a corporation organized in the Commonwealth of Massachusetts ("Kronos"). Customer and Kronos are each individually referred herein as a "Party" and collectively as the "Parties."

NOW THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

The terms and conditions set forth in this Agreement shall apply to all Kronos Equipment, Software, Professional and Educational Services, Support, and such other Kronos offerings, as specified on the order forms attached as **Exhibits A and B** and ("Order Form") signed by the Parties and as outlined in the Services Scope Statement, which is attached as **Exhibit C**. Exhibits A, B, and C are incorporated herein by reference and represent the initial order. The Parties agree that subsequent orders may be made by Customer by an amendment to this Agreement or by other written instrument mutually agreed to and executed between the Parties and that the terms and conditions of this Agreement shall apply to all Order Forms that expressly references this Agreement. Kronos may require additional terms and conditions for the sale or license of products or services not contemplated by this Agreement (including without limitation those that may be related to international services) provided that no such additional terms and conditions shall be binding upon Customer without an amendment to this Agreement. Notwithstanding, Kronos will not be obligated to accept or approve an order for any products or services for which such additional terms and conditions are required. All orders are subject review and processing at Kronos' corporate office in Chelmsford, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

1. PAYMENT AND DELIVERY

a. **Payment and Delivery.** Unless otherwise set forth in this Agreement, payment terms are indicated on the Order Form or other contemporaneous ordering document containing product-specific payment terms signed by the parties. Delivery terms are as stated on the Order Form ("Delivery"). Kronos will invoice Customer for products upon Delivery. Professional and Educational Services are provided on a time and materials basis, invoiced monthly as rendered.

b. **Taxes.** Customer shall provide Kronos with Customer's tax exempt certificate. Customer agrees to pay all applicable taxes levied or based on the products, services or other charges hereunder, including state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on net income.

c. **Late Charges.** Customer agrees to pay a late charge of one percent (1%) per month, (but not in excess of the rate allowed by law), on any overdue amounts not the subject of a good faith dispute. If full payment is not made within 90 days of final payment due date, Customer is responsible for all expenses, including legal fees, incurred by Kronos for collection.

d. **Maximum Contract Costs For Initial Purchase.** The Parties agree that the total amount to be paid by Customer to Kronos for the initial purchase of Software licenses, first year support services, and professional services/educational services as identified in Exhibits A, B, and C, shall not exceed six hundred fifty-three thousand four hundred seventy-three dollars (\$653,473.00) ("Maximum Contract Costs"). The Maximum Contract Costs may be modified by mutually written agreement of the Parties and as approved by the City Council. For clarity, if the good faith estimate provided in Exhibit C is exhausted, both parties agree that no additional work shall be performed / delivered until such time as the Maximum Contract Costs is increased through mutual written agreement of the Parties and as approved by the City Council.

e. **Pricing for additional user licenses.**

Provided that Customer continuously maintains the Equipment and Software under support plans with Kronos, Kronos agrees that for a period of three (3) years from the date of this Agreement, Customer may purchase the following Software and Equipment under the terms and conditions as follows:

	Description	Required Minimum Licenses	Discounted Price per license
Software	Workforce Timekeeper	50	\$ 22.05
Software	Workforce Manager	5	\$ 172.70
Software	Workforce Integration Manager	50	\$ 4.81
Software	Workforce Employee	50	\$ 1.80
Software	Workforce Mobile Employee	50	\$ 2.96
Software	Workforce Mobile Manager	5	\$ 24.05
Software	Workforce Accruals	50	\$ 8.51
Software	Workforce Activities	50	\$ 70.00
Software	KSS Tool Attestation Tool Kit v7	50	\$ 5.55
Software	TeleStaff Enterprise v2	5	\$ 87.91
Software	TeleStaff Auctions v2	5	\$ 31.17
Software	TeleStaff Web Access - TSG Hosted v2	5	\$ 12.31

2. GENERAL LICENSE TERMS

Kronos owns or has the right to license the Software. To the extent allowed by Law, 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 Customer pays for a copy of the Software constitutes a license fee that entitles Customer to use the Software as set forth below. Kronos grants to Customer a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Kronos by written notice to Customer upon any material breach of this Agreement by Customer which remains uncured for a period of thirty (30) days after such written notice from Kronos. Upon such termination of this license by Kronos, Customer 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 Customer's possession or control. This license is subject to all of the terms of this Agreement.

3. FEE BASED LIMITATIONS

Customer recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Customer. Limitations, which are set forth on the Order Forms, 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. Customer 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 Customer's own business. Customer 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 Customer pays the applicable fee for such increase/upgrade. Customer may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Kronos.

4. OBJECT CODE ONLY

Customer 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 Agreement. Customer 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. To the extent allowed by law, Customer shall indemnify and hold harmless Kronos for all damages or liability caused by Customer's failure to comply with the foregoing restriction.

5. PERMITTED COPIES

Customer 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 Customer. Additionally, Customer will not be charged software maintenance support for permitted copies that are in a nonproduction environment.

6. 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. So long as Customer has continuously remained on a current maintenance agreement, Kronos shall supply all Updates of Customer's existing Software at no cost to the Customer, and per the terms of Section 14.

7. EXPORT

Customer 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. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer and shall, only to the extent allowed by law, indemnify Kronos for any noncompliance which results in damages or liability for Kronos. Customer's obligations hereunder shall survive the termination or expiration of this Agreement. Customer must obtain Kronos' prior written consent before exporting the Software.

8. FIRMWARE

Customer may not download firmware updates for the Kronos Equipment unless Customer is maintaining such Equipment under a support plan with Kronos. If Customer is not maintaining the Equipment under a support plan with Kronos, Kronos shall have the right to verify Customer's Kronos Equipment to determine if Customer has downloaded any firmware to which Customer is not entitled. If Customer has downloaded firmware for the Kronos Equipment to which Customer is not entitled, Customer shall be responsible to pay Kronos for such updated firmware in accordance with Kronos' then-current support policies.

9. TRAINING POINTS

Training Points which are purchased by Customer 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 may be redeemed at any time within eighteen (18) months of the date of the applicable Order Form, at which time they shall expire unless Kronos agree to extend the time period in which the Training Points may be redeemed. Training Points may not be exchanged for other Kronos products and/or services. Kronos will invoice Customer for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

10. ACCEPTANCE

For Customer's initial purchase of each Equipment and Software product Kronos shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as the completion of the following: a.) the Equipment, if any, is mounted; b.) the Software is installed on Customer's server(s); and c.) Kronos has configured the Software for Customer's work and/or pay rules within the Software's standard application parameters; d.) standard interfaces are transmitting data (including the interfaces as identified in the Exhibit C, entered into concurrently with this Agreement); e.) standard application reports can be generated; f.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Kronos published electronic documentation (the "Specifications").

The Test Period shall be for sixty (60) days. If Customer has not given Kronos a written deficiency statement specifying how the Equipment or Software fails to meet the Specifications ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Kronos shall have thirty (30) days to correct the deficiency, and Customer shall have an additional sixty (60) days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Kronos may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software (and related documentation) to Kronos, and Kronos shall refund any monies paid by Customer to Kronos for the returned Equipment and Software. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

11. LIMITED WARRANTY

All Products are warranted by Kronos to Customer to be free from defects in material and workmanship and the Software is warranted to materially perform in accordance with

the Kronos' published Specifications for a period of one hundred and eighty (180) days from Delivery. In addition, provided that Customer purchases and continuously remains on support maintenance services with Kronos for the Software and Equipment, Kronos warrants that the Software and Equipment shall materially perform in accordance with the Specifications. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment and/or Software media, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Specifications. This warranty is extended to Customer 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 Customer 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, Customer is responsible for ensuring that Customer complies with the applicable requirements of federal and state law. If Customer is licensing Workforce Payroll Software or Workforce Absence Management Software: (i) Customer 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 Customer of any professional obligation concerning the preparation and review of such reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or such Software for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using such Software and satisfy itself that those calculations are correct.

11.1 HARDWARE PERFORMANCE

Kronos represents and warrants to Customer that for a period of one (1) year from the Delivery of the Software licensed contemporaneously with the execution of the Agreement, that the Software, under Normal Operating Conditions (as defined below), will, in all material respects, meet the scalability performance standards (the "Performance Standards"), on the equipment, operating system and platform described by Supplier in the "Hardware Recommendation Report" attached as **Exhibit G**. If it is discovered within such one (1) year period that the Software is not meeting the foregoing warranty, Kronos will either repair or replace the Software so as to conform with the foregoing warranty, or pay to Customer, as liquidated damages, an amount necessary to supplement Customer's third party equipment or software to achieve the Performance Standards, provided that:

- (a) Kronos' total cost to supplement Customer's third party equipment or software shall not exceed \$12,500.00.
- (b) The failure to meet the Performance Standards is not the result of any erroneous or incorrect information provided by Customer or failure by Customer to provide requested information in the preparation of the Hardware Recommendations Report; and
- (c) The Software's failure to meet the Performance Standards is not caused by the Customer network or systems or other issues outside of Kronos' control including but not limited to:
 - (i) Network bandwidth;
 - (ii) Customer's configuration of the SAN, if applicable;
 - (iii) The dedicated server (with the exception of standard server utilities);
 - (iv) Future enhancements to the Software requiring changes to system specifications;
 - (v) Enhancements to third party software requiring hardware upgrades; or
 - (vi) Conditions or use cases affecting the operation of the Software that deviate materially from the conditions or use cases set forth in either the Hardware Recommendations Report or the applicable Performance Engineering Report.

"Normal Operating Conditions" shall be defined as follows: (1) the Software will be operated in accordance with the Specifications of such Software; (2) no other application will be supported by the CPU unless it is part of the Software; (3) those Kronos operating procedures provided to Customer in writing will be followed by Customer; and (4) system backups and other such routine processes are not being run.

11.2 Software Migration. Licensee shall have the right to transfer, without incurring additional Fees (subject to the additional provisions of this Section 11.2), Software licensed from Licensor from one database and operating system platform to another provided that Licensee maintains the Software under a support plan with Licensor and further provided that the transfer: (a) is for the same product, (b) is to a Licensor supported platform; and (c) does not increase the number of copies or concurrent users of the Software available under the applicable license. "Same product" is defined for these purposes as requiring that there are no more than minimal differences among the software product before and after the transfer in terms of price, features and functions and that they are marketed as the same product. Licensor may charge Licensee at the applicable rate for professional services which are requested by Licensee and required by any such platform transfer. Upon any such transfer, Licensor retains no further rights to use the Software on the operating platform it has used for such Software prior to the transfer.

11.3 Functional Requirements Set Forth in RFP. Kronos warrants that for a period of one hundred and eighty (180) days from Delivery, the Software listed on the Order Form Quote # 382455 - 3 shall meet the applicable functionality requirements identified in **Exhibit D**, the functional requirements from Customer's Request for Proposal (the "RFP") as clarified in Kronos' Response to the RFP. Customer's sole remedy for breach of the foregoing warranty is for Kronos to repair or replace the Software listed in the applicable Order Form to conform to such warranty.

12. INDEMNIFICATION

Kronos agrees to indemnify Customer and to hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos during any of the following circumstances:

A. Any claims damages, costs and reasonable attorney fees for personal injuries or tangible property damages to the extent resulting, from the negligent acts or omissions, or willful misconduct of Kronos, its officers, employees and/or agents, including its sub or independent contractors, in the performance of the services under this Contract.

B. All claims, costs, fees and expenses (including reasonable legal fees) relating to actual or alleged infringement of United States or Canadian patents or copyrights asserted against Customer by virtue of Customer's use of the Software as delivered and maintained by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied or authorized by Kronos.

C. In any case, Customer agrees that Kronos shall be given prompt written notice of any such claim and has primary control over the investigation, preparation, defense and settlement of such claim, and further Customer shall reasonably cooperate with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and further assistance as reasonably requested by Kronos. Customer reserves the right to participate in the defense of any such action with counsel of its own selection and at its sole cost. Kronos shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no settlement or compromise which creates an obligation upon the Customer shall be binding upon the Customer unless approved by the Customer's Attorney and, where required, the Customer's Legislative Body.

Except as otherwise set forth in this Agreement, the Customer will not indemnify, defend or hold Kronos harmless from any claims arising from any failure, regardless of any language in any attachment or other document that the Kronos may provide. Customer will reasonably cooperate with Kronos in connection with the foregoing and provides Kronos with all information in Customer's possession related to such claim and any further assistance as reasonably requested by Kronos. Kronos will have no obligation to indemnify Customer to the extent any such claim is based on the use of the Software with software or equipment not supplied or recommended by Kronos.

Should any or all of the Software as delivered and maintained by Kronos become, or in Kronos' reasonable opinion be likely to become, the subject of any such claim, Kronos will provide prompt written notice to Customer of any such claim and have primary control over the investigation, preparation, defense and settlement of such claim and at its option, assist the Customer by proving the following:

- i) procure for Customer the right to continue to use the affected Software as contemplated hereunder;
- ii) replace or modify the affected Software to make its use non-infringing; or
- iii) should such options not be available at reasonable expense, terminate this Agreement with respect to the affected Software upon thirty (30) days prior written notice to Customer. In such event of termination, Customer shall be entitled to a pro-rata refund of all fees paid to Kronos for the affected Software, which refund shall be calculated using a five year straight-line depreciation commencing with the date of the relevant Order.

13. PROFESSIONAL AND EDUCATIONAL SERVICES

(a) TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all reasonable and necessary travel incurred by Kronos in the performance of any professional and/or educational services, provided that such travel complies with the then current Kronos Travel and Expense Policies and provided Customer has preauthorized the trip. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos to deliver purchased professional services and/or educational services in accordance with the Kronos Travel and Expense Policies and Customer's preauthorization. Customer will be billed by Kronos for such approved travel expenses and payment thereof shall be due net 30.

(b) ENGAGEMENTS

Unless otherwise indicated on the Order Form, Professional and Educational Services ("Professional Services") shall be provided on a time and material basis at the rates set forth in the Order Form. If a dollar limit is stated in the Order Form or any associated statement of work ("SOW"), the limit shall be deemed an estimate for Customer's budgeting and Kronos' resource scheduling purposes. After the dollar limit is expended, Kronos will continue to provide Professional Services on a time and materials basis, if a Change Order or Schedule of Services for continuation of the Professional Services is signed by the parties.

(c) WARRANTY

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

(d) KRONOS PROFESSIONAL/EDUCATIONAL SERVICES POLICIES

Kronos' current Professional/Educational Services Policies shall apply to all Professional and/or Educational Services purchased under the applicable SOW and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). The Parties agree that Customer may attach the then applicable Professional Services Policies to the SOW and such policy shall apply to all Professional and/or Educational Services purchased for the duration of the SOW until completion of the implementation described in the SOW. Kronos' current Professional /Educational Services Policies are attached as **Exhibit E**. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

(e) PROFESSIONAL SERVICES DISPUTE ESCALATION PROCESS. Any delay in the project implementation resulting from Kronos' ineffectiveness or delays solely caused by Kronos Professional Services resources will result in the following escalation process.

Professional Services Escalation Process:

- (1) Delay of 5 business days: The first level of escalation for project delivery issues is the Kronos Project Manager, similarly for Customer the escalation point is Customer Project Manager (who will confer with the Customer Business Manager on escalated issues).
- (2) Delay of 7 Business Days: Kronos' Program Director will be the second level of escalation for operational, service delivery and business issues. Similarly for Customer the escalation point is the Manager.
- (3) Delay of 10 business Days: The Kronos Divisional Vice President represent the final escalation point before executive management involvement within each organisation. Customer's General Manager will confer with the Customer Head of IT Business Services on escalated issues.

14. SOFTWARE SUPPORT SERVICES

(a) SUPPORT OPTIONS

Customer shall purchase the level of support indicated on the Order Forms. Customer may elect to increase or decrease the level of support with an appropriate adjustment in fees for support services through a written amendment signed by both Parties, or upon renewal of the maintenance support contract a different level of support may be selected at such time and the appropriate maintenance fee adjustment shall be made. Customer 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). Customer must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Customer is purchasing support services for Visionware Software, Customer may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access. Customer may purchase support services for Equipment in accordance with the terms and conditions of Kronos' standard Equipment Support Services Agreement a copy of which is available upon request and is located at: <http://www.kronos.com/Legal/EquipmentSupportAgr.aspx>.

(b) TERM OF SOFTWARE SUPPORT AND LIMITATIONS ON ANNUAL SUPPORT RENEWAL FEE INCREASES

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. Support service shall automatically renew for additional one year terms on the anniversary date of its commencement date, unless either party notifies the other in writing sixty (60) days prior to that anniversary renewal date. After the one year initial term of this Agreement, the Service Offerings provided and the Service Coverage period are subject to change by Kronos with sixty (60) days advance written notice to Customer. For the initial three (3) renewal years the annual support fee, for the same products and service type, will not increase by more than two percent (2%) over the prior year's annual support fee. For the next two (2) renewal years (e.g., renewal terms 4 and 5) the annual support fee, for the same products and service type, will not increase by more than three percent (3%) over the prior year's annual support fee. After the fifth renewal year, the annual support fee, for the same products and service type, will not increase by more than the prevailing rate paid by other customers of Kronos.

(c) GOLD SERVICE OFFERINGS

Customer shall be entitled to receive:

- (i) Updates for the Software (not including any Software for which Kronos charges a separate license fee), provided that Customer's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Kronos. If Customer requests Kronos to install such Updates or to provide retraining, Customer agrees to pay Kronos for such installation or retraining at Kronos' then-current time and materials rate.
- (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, Customer 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 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, customers 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 customers purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Customer may designate additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos product training for the Software covered under this Agreement at Customer's expense.

Customers purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Customer location where the Software is installed. During this onsite visit, Kronos shall work with Customer to identify ways to help Customer increase functionality or maximize utilization of the Software in Customer's specific environment. Customer must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Customer.

(e) PAYMENT

Customer shall pay annual support charges for the initial term in accordance with the payment terms on the Order Form and for any renewal term upon receipt of invoice. Should Customer purchase additional licenses, Customer shall pay additional support charges, if any, and time and material charges for the professional services rendered, if any, upon receipt of invoice.

(f) ADDITION OF SOFTWARE

The Parties may agree to the addition of Software and or support services by a written Order Form referencing this Agreement. Additional Software purchased by Customer during the initial or any renewal term shall be added to this Agreement at the same support option as the then current Software support coverage in place under these terms. Customer agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms

(g) RESPONSIBILITIES OF CUSTOMER

Customer agrees (i) to provide Kronos personnel with required 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 specified by Kronos 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 Customer's reported Software problem. If Customer requires the use of a specific remote access technology not specified by Kronos, then Customer must purchase the Plus option to receive support and provide Kronos personnel with required access to the remote access hardware and/or software.

(h) DEFAULT

Customer shall have the right to terminate Kronos support services in the event that Kronos is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Kronos shall refund to Customer on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Kronos reserves the right to terminate or suspend support service in the event the Customer is in default under this Agreement with Kronos and such default is not corrected within fifteen (15) days after written notice. In addition, the support services will terminate and all charges due hereunder will become immediately due and payable in the event that Customer ceases to do business as a going concern or has its assets assigned by law.

(i) WARRANTY

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

(j) KRONOS SUPPORT SERVICE POLICIES

Kronos' then-current Support Services Policies shall apply to all Support Services purchased and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("Support Policies"). The Support Services Policies are attached as **Exhibit F**. In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

15. KNOWLEDGEPASS EDUCATION SUBSCRIPTION:

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

(a) 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

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

(c) Payment: Customer shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the initial term or any renewal term.

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

(e) 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 Customer employee who completes the TTT Program.

16. CONFIDENTIAL INFORMATION

To the extent allowed by law, "Confidential Information" is defined as information that is: i) disclosed between the Parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Each Party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other Party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving Party without an obligation to maintain its confidentiality prior to receipt from the disclosing Party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving Party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving Party without use of the disclosing Party's confidential information, which can be shown by tangible evidence; or (e) is considered an open record under the Missouri Sunshine Law or was required to be disclosed by applicable law; provided that the receiving Party notifies the disclosing Party of such requirement prior to disclosure.

Missouri Sunshine Law. Nothing in this agreement shall be construed to supersede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law).

17. MARKETING ACTIVITIES

Customer agrees that Kronos may use Customer's name as part of Kronos' published customer lists. Upon Kronos' request, Customer may participate in mutually

beneficial marketing and public relations activities with Kronos. All content shall be subject to the prior review and approval of Customer.

18. LIMITATION OF LIABILITY

CUSTOMER'S EXCLUSIVE REMEDIES AND KRONOS' SOLE LIABILITY FOR ANY KRONOS BREACH OF THIS AGREEMENT ARE EXPRESSLY STATED HEREIN. EXCEPT AS PROVIDED IN THIS AGREEMENT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, ARE EXCLUDED.

EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL KRONOS' OR ITS PARENTS', SUBSIDIARIES', AFFILIATES', OR THIRD PARTY LICENSOR'S LIABILITY TO A CUSTOMER, HOWSOEVER CAUSED, EXCEED TWO (2) TIMES THE VALUE OF THE ORDER WHICH GIVES RISE TO THE CLAIM, AND IN NO EVENT WILL KRONOS OR ITS PARENTS, SUBSIDIARIES AFFILIATES OR THIRD PARTY LICENSORS BE LIABLE FOR LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR CUSTOMER'S SPECIFIC USE OF, OR INABILITY TO SO USE, ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

19. NO HARMFUL CODE. Kronos warrants that it has tested the Software using commercially reasonable methods designed to ensure that upon Delivery to Customer no copy of the Software provided to contains any Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Kronos shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

20. DATA EXCHANGES SPECIFIED IN SERVICES SCOPE STATEMENT.

The Customer's liability to pay for the Professional Services to develop each of the Data Exchanges identified in Exhibit C is based upon (i) the Parties obligations to complete the requirements set forth in Section 4 of Exhibit C and (ii) Customer's issuance of its written notice to proceed with the development of the identified data exchange. Customer shall require in its contract with third party software vendors that the third party software vendor shall review and sign the specifications, the performance schedule and the test standards related to each applicable data exchange identified in Exhibit C.

21. TERMINATION.

a. Termination for Cause. Customer may terminate this Agreement for cause in the event (i) Kronos becomes insolvent or generally does not pay its debts as they become due or admits, in writing, its inability to pay its debts or makes an assignment for the benefit of creditors; or (ii) Insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against Kronos; or (iii) Kronos does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Customer. Upon such termination under this Article 21, Customer shall pay Kronos for all Software and Equipment and Services delivered to Customer prior to the effective date of such termination and which expenses are not in good faith dispute Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

b. Termination for Convenience. With thirty (30) days written notice, the Customer may terminate this Agreement for convenience.

c. Termination by Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.

d. Effect of Termination. Upon such termination under this Section 21, Customer shall pay Kronos for all services and expenses not in dispute and non-Defective Kronos Software Products and Equipment which were delivered or incurred prior to the date Kronos received Customer's notice of termination. Upon termination or expiration of this Agreement, provided that Customer has paid Kronos all amounts due under this Agreement, performed all obligations required to be performed by Customer, and is not in material breach of this Agreement, Kronos shall promptly assist Customer with the provision of all Customer data to Customer as a native database export in a format acceptable to the Customer. Kronos shall be paid all applicable charges for services rendered through final termination of this Agreement and shall be reimbursed its reasonable out-of-pocket costs and expenses incurred in providing such termination assistance.

22. GENERAL

(a) Governing Law. This Contract shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable.

(b) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

(c) No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, such consent not to be unreasonably withheld.

(d) Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including war, strikes, lockouts, fire, flood, storm or other acts of God. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

(e) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form. The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice.

(f) No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Kronos and Customer. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

(g) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(h) No Attorneys' Fees. Each Party hereto agrees that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs.

(i) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL) together with the applicable Order Forms, constitute the entire agreement between the Parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by

authorized representatives of both parties. Customer 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, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer 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 Agreement.

(j) 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 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.

(k) No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Kronos or Customer, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Kronos or Customer from enforcing each and every term of this Agreement thereafter.

(l) Nature of Customer's Obligations. All obligations of the Customer under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. Customer acknowledges that it shall not execute an Order Form for the purchase of any products or services, unless and until it has secured the funds to make such purchase.

(m) No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(n) Insurance. Prior to performing services under this Agreement, Kronos shall provide Customer with certificates of insurance evidencing the following minimum insurance coverage:

- i) Commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;
- ii) Automobile liability of at least \$1,000,000 per occurrence and \$1,000,000 aggregate;
- iii) Professional liability of at least \$2,000,000 per occurrence and \$2,000,000 aggregate; and
- iv) Workers compensation complying with statutory requirements.

Kronos shall cause the Customer to be named as additional insured on Kronos' Commercial General Liability policy and Automobile Liability coverage.

(o) EMPLOYMENT OF UNAUTHORIZED ALIENS.

Kronos agrees to comply with Missouri State Statute section 285.530 in that Kronos shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this contract the Kronos shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working at Customer's facilities in connection with the contracted services. Kronos shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Kronos shall require each subcontractor to affirmatively state in its contract with Kronos that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Kronos shall also require each subcontractor to provide Kronos with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

(p) Compliance with Laws. Kronos shall, at all times, observe and comply with all federal, state, and local laws, ordinances and regulations.

(q) Compliance with the Americans with Disability Act and Section 508 of the Rehabilitation Act of 1973. Any public facing portions of Kronos' Software Products and Applications shall comply with the requirements of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act, and comply with the requirements of any rules or regulations of the federal, state, or local government related thereto no later than one (1) year following the Effective Date. Kronos shall require a similar provision in its contracts with its subcontractors on this Project.

22. Contract Documents. This Agreement includes the following exhibits.

- Exhibit A – Order Form for Workforce Software and Support Services
- Exhibit B – Order Form for Telestaff Software and Support Services
- Exhibit C – Services Scope Statement as amended
- Exhibit D - Kronos response to City's Functional Requirements
- Exhibit E – Kronos Professional and Educational Services Engagement Policies
- Exhibit F- Support Services Policies
- Exhibit G - Hardware Recommendation Report

In the event of a conflict between the terms of this Agreement and the terms of any exhibit to this Agreement, the terms of this Agreement control.

23. ENTIRE AGREEMENT. This Agreement represents the entire agreement of Customer and Kronos with respect to the subject matter hereof, and supersedes any prior agreements, understandings and representations.

[Remainder of Page Intentionally Blank]

Kronos Incorporated
297 Billerica Road
Chelmsford, MA 01824
Phone: (978)250-9800

Page: 9 / 16

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in the manner appropriate to each as of the dates set forth below.

DATED: _____

CITY OF COLUMBIA:

KRONOS INCORPORATED

BY: _____

BY: _____

NAME: Mike Matthes

NAME: _____

TITLE: City Manager

TITLE: _____

Attest:

Sheela Amin, City Clerk

Approved as to Form:

Nancy Thompson, City Counselor

Exhibit A – Order Form for Workforce Software and Support Services



ORDER FORM

Quote#: 382455 - 3
Expires: 27-DEC-2013
Prepared By: Layne, Christopher Lee

Order Type: Standard US
Date: 13-NOV-2013
Page: 1/3

Bill To: CITY OF COLUMBIA
701 E. BROADWAY
COLUMBIA
MO 65205
United States

Ship To: Attn:RON BARRETT
CITY OF COLUMBIA
701 E. BROADWAY
COLUMBIA
MO 65205
United States

Solution ID: 6115006

Contact: RON BARRETT
Email: ron@gocolumbiamo.com

Payment Terms: 34,33-60,33-120
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

Contact info is:
Ron Barrett
ron@gocolumbiamo.com
(573) 874-7371

The Professional Services/Educational Services listed herein will be invoiced a month in arrears as delivered and payment will be due net 30, with the exception of the Knowledge Pass and Ed Services Subscription, which will be invoiced in accordance with the terms of the Agreement.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V7	2020	
WORKFORCE MANAGER V7	170	
WORKFORCE ACCRUALS V7	2020	
WORKFORCE EMPLOYEE V7	2020	
WORKFORCE ACTIVITIES V7	1000	
WORKFORCE INTEGRATION MANAGER V7	2020	
WORKFORCE MOBILE EMPLOYEE V7	1000	
WORKFORCE MOBILE MANAGER V7	170	
KSS TOOL, ATTESTATION TOOL KIT V7	2020	
WORKFORCE INTEGRATION MANAGER V7 TO TELESTAFF V2/V4	1	
Total Price		\$175,892.91

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	\$43,972.74
Total Price		\$43,972.74

*Support values listed above are total for all applicable products in each section of this Order Form

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.kronos.com



Quote#: 382455 - 3

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PROFESSIONAL SERVICES / EDUCATIONAL SERVICES

Item	Quantity	Unit Price	Total Price
MOMENTUM ONLINE REMOTE TEAM	1256 Hours		\$219,800.00
Project Manager	264 Hours	\$175.00	
Application Consultant	210 Hours	\$175.00	
Solution Consultant	286 Hours	\$175.00	
Integration Consultant	496 Hours	\$175.00	
MOMENTUM ENTERPRISE	40 Hours	\$190.00	\$7,600.00
Technology Consultant	40 Hours	\$190.00	
PROFESSIONAL SERVICES - BASE DEPLOYMENT TELESTAFF	196 Hours	\$145.00	\$28,420.00
Application Consultant	196 Hours	\$145.00	
PROFESSIONAL SERVICES - AUCTIONS CONFIG DEPLOYMENT TELESTAFF	36 Hours	\$155.00	\$5,580.00
Solution Consultant	36 Hours	\$155.00	
PROFESSIONAL SERVICES - ADVANCED CONFIGURATION TELESTAFF	208 Hours	\$155.00	\$32,240.00
Solution Consultant	208 Hours	\$155.00	
PROFESSIONAL SERVICES - SOLUTION DEVELOPMENT TELESTAFF	32 Hours	\$190.00	\$6,080.00
Solution Developer	32 Hours	\$190.00	
MOMENTUM SENIOR INTEGRATION	16 Hours	\$190.00	\$3,040.00
Technology Consultant	16 Hours	\$190.00	
CHANGE MANAGEMENT CONSULTING	200 Hours		\$36,000.00
Management Consultant	120 Hours	\$180.00	
Management Consultant	80 Hours	\$180.00	
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	27610 Points		\$24,999.00
	26110 Points	\$0.90	
	1500 Points	\$1.00	
KNOWLEDGE PASS	1 Each	\$0.00	\$0.00
ED SERVICES SUBSCRIPTION	1 Contract	\$4,200.00	\$4,200.00
CONSULTING/PROF SERVICES	1 Each	\$20,000.00	\$20,000.00
		Total Price	\$387,959.00

QUOTE SUMMARY

Description	Total Price
Subtotal	\$607,824.65
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$607,824.65



Quote#: 382455 - 3

Page: 3/3

CITY OF COLUMBIA

Kronos Incorporated

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

Exhibit B – Order Form for Telestaff Software and Support Services



ORDER FORM

Quote#: 393059 - 1
Expires: 28-DEC-2013
Prepared By: Layne, Christopher Lee

Order Type: Standard US
Date: 13-NOV-2013
Page: 1/2

Bill To: CITY OF COLUMBIA
701 E. BROADWAY
COLUMBIA
MO 65205
United States

Ship To: Attn:RON BARRETT
CITY OF COLUMBIA
701 E. BROADWAY
COLUMBIA
MO 65205
United States
Contact: RON BARRETT
Email: ron@gocolumbiamo.com

Solution ID: 6115006

Payment Terms: 34,33-60,33-120
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

Contact info is:
Ron Barrett
ron@gocolumbiamo.com
(573) 874-7371

See Exhibit A for ship to addresses for software.

The first year of Web Access is provided at no charge for the twelve (12) month period following delivery of the Software. The value of the first year annual Web Access is \$3753.59 (14% of TeleStaff Selling Price). Upon expiration of the first 12 months of Web Access, a renewal will be generated per the terms of the agreement.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
TELESTAFF ENTERPRISE V2	305	
TELESTAFF AUCTIONS V2	305	
TELESTAFF GATEWAY MANAGER V2	2	
TELESTAFF WEB ACCESS V2 - TSG HOSTED	305	
TELESTAFF GATEWAY V2/V4 INTERFACE TO WFC V6/V7	2	
Total Price		\$36,318.83

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
PLATINUM SUPPORT SERVICE	1 YR	\$9,329.70
Total Price		\$9,329.70

*Support values listed above are total for all applicable products in each section of this Order Form

Item	Quantity	Total Price
WEB ACCESS	1	\$0.00
Total Price		\$0.00

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics



Quote#: 393059 - 1

Page: 2/2

QUOTE SUMMARY

Description	Total Price
Subtotal	\$45,648.53
Deposit	(\$0.00)
Tax	\$0.00
Grand Total	\$45,648.53

CITY OF COLUMBIA

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____

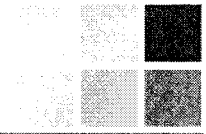
Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

Exhibit C – Services Scope Statement as amended



Services Scope Statement

City of Columbia, Missouri

New Workforce Timekeeper Implementation

Workforce Accruals

Workforce Activities

Telestaff

Solution ID: 6115006 City
Solution ID: 6115980 Fire
Solution ID: 6115979 Police

Sales Executive	Chris Layne	Presales Consultant	
Expiration Date	11/29/2013	Service Portfolio Consultant	Steve McGowen
Customer Name	City of Columbia, Missouri	File Name Control ID	City of Columbia, Missouri WTK WFA SM080713 R22
SSS Original Creation Date	8/7/2013	Project Type	New Implementation

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CONFIDENTIAL – Not to be disclosed to third parties without specific written consent from Kronos.

1 PROJECT SCOPE

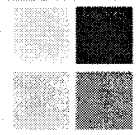
This Services Scope Statement (also known as the "SOW") documents the agreement between Kronos Incorporated and City of Columbia, Missouri concerning the services to be performed by Kronos, including the deliverables, the costs of the project, the responsibility of each party and how the project will be managed.

1.1 PROJECT OVERVIEW

City of Columbia, Missouri will be implementing Workforce Central v7.0 for 2,020 employees. The products included are listed in table 1.2. The Workforce Timekeeper implementation will consist of two phases. The first phase will be to implement all products listed in table 1.2 with integration between Kronos and SunGard. Phase two will be to rewrite the interfaces to integrate with Tyler.

1.2 PRODUCT SUMMARY

Software	Service Type
Workforce Timekeeper	New v7.0
Workforce Manager WTK	New v7.0
Workforce Employee WTK	New v7.0
Workforce Accruals	New v7.0
Workforce Activities	New v7.0
Workforce Mobile Manager	New v7.0
Workforce Mobile Employee	New v7.0
Workforce Integration Manager	New v7.0
TeleStaff 1. TeleStaff 2. TeleStaff Web Access 3. Auctions Module 4. Gateway Manager	New v2.9
Attestation	New v7.0



1.3 WTK DURATION

The intent of this project is to execute the Plan, Assess, Build, Test and Deploy Phases of this total Kronos Workforce Management Solution.

Estimated Duration of Project Phase 1	24-28 weeks
Estimated Duration of Project Phase 2	6-8 weeks

Depending upon City of Columbia, Missouri 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.

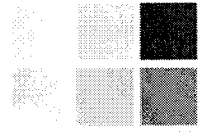
1.4 TELESTAFF DURATION

Comprised of two distinct phases, the TeleStaff remote implementation process leverages proven methods developed by TSG. City of Columbia, Missouri is configured and goes into production with TeleStaff during the first phase, ensuring an accelerated return on investment.

- The Deployment phase addresses the immediate scheduling needs of the organization by implementing critical TeleStaff functions and modules such as rosters, personal calendars, and person tracking functions, web access, interfaces, and telephony.
- The Advanced phase is designed for City of Columbia, Missouri in a production environment that has had time to assess specific scheduling needs in a live production environment. City of Columbia, Missouri is trained on how to configure advanced staffing functionality and then configures those rules during a training class at the TeleStaff training facility in Irvine, CA. The duration of the advanced configuration training class will depend on City of Columbia, Missouri's business need.

The intent of this project is to execute the Plan, Assess, Build, Test and Deploy Phases of this TeleStaff implementation.

Number of Implementation Phases for Fire	2
Number of Implementation Phases for Police	2



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 City of Columbia, Missouri 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 City of Columbia, Missouri 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, City of Columbia, Missouri 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, City of Columbia, Missouri 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

The Customer 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 Customer's Project Team will attend appropriate Kronos training prior to and while participating in the implementation. The Customer understands that Kronos recommends setup of both a TEST and PRODUCTION environment.

Commitment from the Customer's upper management is crucial to the success of the project. Kronos assumes the Customer will assign a Project Executive Sponsor. The Executive Sponsor is responsible for implementing the necessary change management for the Customer 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 PROJECT PLAN AND ACCEPTANCE

Kronos will develop a detailed Project Plan that details both Kronos and Customer's responsibilities. The Project Plan should be in sufficient detail to specify the conversion, training, testing, acceptance, and live operation activities. Both Kronos and Customer agree that a mutually agreeable Project Plan will be submitted and approved by Customer within a mutually agreeable timeframe beyond contract execution.

2.5 PROJECT MANAGEMENT STAFF DESIGNATION

Kronos understands that the successful installation, testing, and operation of the System that is the subject of this Agreement shall be accomplished by a cooperative effort. Kronos shall at all times utilize qualified personnel in providing Services to Customer. Kronos shall provide Customer with the biographies of the members of the Kronos team assigned to Customer's project upon request of the customer. In the event Kronos personnel provide services that do not conform to the warranties herein or are otherwise deemed unacceptable to Customer, Kronos will be given an opportunity to correct the deficiency. In the event the deficiency persists, the Customer may require the removal of personnel in question, however, both Parties shall work towards a mutually agreeable remedy in the event of a change in Project Manager or other personnel, including the effect upon the timelines and milestones set forth in the Services Scope Statement, the Project Plan, and in any of the Data Exchange Schedules adopted by the Parties pursuant to Section 20, and the Project Manager's participation level. In the event that an employee of Kronos or the Customer is, in the opinion of Customer or Kronos, uncooperative, inept,

incompetent, or otherwise unacceptable, Kronos and Customer agrees to remove such person from responsibility in the project upon receipt of written notice to that effect from Customer or Kronos. In the event of such a removal, Kronos and/or Customer shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom Kronos has designated as the representative, Kronos remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

2.6 CHANGES TO THE SYSTEM AND PROJECT PLAN

All Project Managers appointed pursuant to this Agreement will meet periodically to review the Project Plan. Changes to the System and Project Plan may be proposed by either Party, and if accepted by the Parties, the proposed changes shall be reduced to a written Change Order, inclusive of any applicable pricing changes. Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order. Any change that requires additional funds from Customer shall require a written Amendment to this Agreement.

3 PROJECT PLANNING AND MANAGEMENT

3.1 PROJECT PLANNING AND MANAGEMENT

Should the level of required project management services increase, or should there be an extension to the project duration, additional services can be purchased through the Kronos standard change control procedures.

Customer's Commitment

The Customer Project Manager under this level of support will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical Workforce Management business needs. The Customer Project Manager assists the Kronos Project Manager by managing Customer Team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the Kronos Team members and the overall implementation process. This level of support is suggested when the Customer Project Manager has experience leading by directing, coaching, and facilitating Customer Team resources. Usually having a background in resource evaluation and staffing, change management, and team building, the Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. He or she also helps resolve any surprises or concerns that may arise during the implementation.

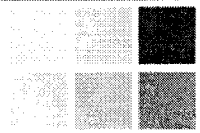
Key Kronos Activities	Kronos Service Deliverables
Weekly status calls	Project initiation
Coordinate project team resources	Customer Implementation Guide
Coordinate project activities	Project Plan
Coordinate customer training	Project Workbook/Status Report
Review, Validation, and Sign-off of Project Milestones	Project Team Roles & Responsibilities
Manage and prioritize action items	Education Strategy
Manage budgets/timeline/scope/risk	Testing Strategy
Lead implementation strategy	Communication Strategy/Plan

3.2 CHANGE MANAGEMENT – PAY RULES AND POLICY ASSESSMENT

Kronos recommends initiating change management planning as early as possible in the implementation process with the goal of maximizing manager and employee adoption of the system. This level of support is designed to help you identify critical challenges that will confront your Kronos implementation or upgrade and then to create a high-level plan to address those challenges.

The Public Sector Industry Consultant and Change Management Practice Director is responsible for the management and oversight of the change management service delivery. Their role is to support the customer, the project and the change management team. They will also serve as an advisor to the executive sponsors. They will receive weekly status reports regarding the project and will meet with the customer at a minimum monthly either in person or via conference call.

As part of this 120-hour engagement we will review all of your existing rules and policies and make recommendations of best practices based on our industry expertise.

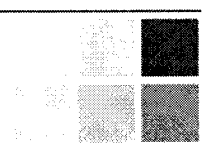


Key Kronos Activities	Kronos Service Deliverables
Client Kickoff Meeting/Introduction Identify key process owners Pay Policies and Process data gathering and review Full day meetings with pay cycle process owners Prepare City of Columbia for Product Design Workshop	Pay Rules Validation Matrix

3.3 CHANGE MANAGEMENT CONSULTING – GUIDE AND MENTORING SERVICES

Kronos is also proposing a “bucket” of hours that can be used throughout the project to provide change management consulting services to guide and mentor the City’s team. 80 hours of support have been allocated for this service.

Key Kronos Activities
Support the City of Columbia's Leadership team Support the City of Columbia's Change Management team



4 WORKFORCE CENTRAL IMPLEMENTATION METHODOLOGY PHASES

4.1 SOLUTION ASSESSMENT AND DESIGN

During this phase of the project, Kronos assists the Customer 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, the Customer shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s). The Customer will also arrange for installation and network testing of the Timekeeper terminals, if applicable. In addition to completing the requisite Kronos training, the Customer 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 Customer Project Manager shall begin to develop testing and education plans.

TECHNICAL READINESS ASSESSMENT

Key Kronos Activities	Kronos Service Deliverables
Lead Technical Architecture Design Workshop Review network structure and requirements for the Kronos environment Review client workstations for system requirements Review database version and storage requirements Review web server and application server for system requirements Review reporting strategy and requirements Review customizations that may impact architecture requirements Review terminal requirements Review authentication requirements	Technical Architecture Recommendations Document

APPLICATION CONFIGURATION ASSESSMENT

Key Kronos Activities	Kronos Service Deliverables
Lead Requirements Workshop Define the Application Functionality and Features Document configuration elements Document recommended processes Discuss integration requirements Discuss and document access requirements	Product Design Document

INTERFACE DESIGN ASSESSMENT

Key Kronos Activities	Kronos Service Deliverables
Lead Requirements Workshop Discuss and document import/export file specifications Discuss and document testing procedures	Interface Design Document

INTERFACE GUIDELINES

1) Requirements

- a) Kronos shall reasonably work with the Customer, Tyler and Sungard HTE to develop, configure and implement the data exchanges, utilizing Workforce Integration Manager, as identified within this SOW. The Customer will serve as the main point of contact between Kronos and the third party software vendors for completion of this requirement.
- b) For each data exchange identified within this SOW, Customer shall include in its contract with the third party software vendors a provision requiring the third party software vendor to work with Kronos and Customer on developing, configuring and implementing each of the data exchanges identified in this SOW.
- c) Customer shall also require in its contract with its third party software vendors that the third party software vendor shall review and sign the specifications, performance schedule, and testing procedures for each of the data exchanges.
- d) For each data exchange identified within this SOW, all Parties (Kronos, Customer, and applicable third party software vendor) shall review and sign the specifications, testing procedures, and performance schedule. Kronos' Interface Design Document may be used to satisfy these requirements if it contains all of the requirements outlined herein.
- e) Customer shall issue written notice to proceed with the development of each data exchange.

2) Changes to Data Exchange or to the Interface Design Document

- a) The Parties agreeing to a data exchange may, by mutual agreement, impose additional requirements or amend the testing standards or performance schedule. Should the Parties agree to make changes, the changes shall be reduced to writing, signed, and dated by the Parties. In the event the Parties agree to impose additional requirements, or amend the testing standards and/or performance schedule which would result in additional cost, the Parties shall negotiate an amendment to this Agreement to add any additional costs associated to the Agreement.

3) EACH DATA EXCHANGE, ON WHICH CUSTOMER HAS ISSUED A WRITTEN NOTICE TO PROCEED, SHALL BE DEVELOPED ACCORDING TO THE DATA EXCHANGE SPECIFICATIONS IN THE TIME PERIODS SET FORTH IN THE DATA EXCHANGE SCHEDULE. Upon completion of the development of the data exchange, Kronos shall notify Customer that the data exchange is complete and ready for testing. Customer shall timely test the data exchange according to the Data Exchange Test Standards. If the data exchange passes Customer's testing according to the agreed test standards, Customer shall issue a written notice of acceptance of the data exchange. If the data exchange testing determines that modifications need to be made to the interfaces from a Kronos perspective, Kronos will work with the City of Columbia and the third party vendors to make the modifications necessary on a time and materials basis.

4) Maintenance of functionality of data exchanges. So long as Customer is current in its payment of maintenance fees for the Software, Kronos shall warrant the continued functionality of the Kronos Workforce Integration Manager and that the Workforce Integration Manager shall perform according to the published Specifications.

5) Additional Data Exchanges. Should Customer desire additional data exchanges that are not listed in this SOW, the Customer shall propose such additional data exchange to Kronos, and Kronos shall promptly review and respond to any such proposals. In the event the Parties agree to an additional data exchange, the Parties shall negotiate an amendment to this Agreement to add the data exchange and any additional costs associated to the Agreement.

4.2 SOLUTION BUILD

During this phase of the project Kronos installs and builds the solution per the Solution Design documents. In addition, Kronos will perform basic unit testing to validate the build against the Solution Design document.

APPLICATION INSTALL

Key Kronos Activities	Kronos Service Deliverables
Install required Kronos software	Installation report
Configure the database parameters, web/app servers per product specifications	

Customer's Commitment

During this phase of the project the customer will provide access and security to the applicable network and servers and dedicate or make available, appropriate resources with the necessary domain experience. This includes IT resources to participate in terminal configuration and testing, and configure system backups. It may be necessary for the Customer Project Manager to provide communication and access to a Third Party Software vendor during the build and testing of integration components or custom attributes.

4.2.1 WTK APPLICATION BUILDING BLOCKS

Technology Factors	
Number of Technical Environments (i.e. Test, Production, etc.)	2
The database platform will be	SQL Server
General Information: Workforce Timekeeper	
Number of Employees licensed:	2,020
Number of Employees within Project Scope	2,020
The number of Managers that will be supported is:	170
Workforce Timekeeper	
Core Scope Includes: 1 Assessment Group, 1 Testing/Deployment Group, 10 Pay/Work Rules, 4 Navigators, WTK Alerts Functionality	Yes
Number of Additional Pay/Work Rules:	20
Number of additional Testing and Deployment Groups:	2
General Interfaces	
Description	Hours
Pay Data Export to SunGard H.T.E.	24
Employee Import from SunGard H.T.E.	24

Activities Bi-Directional interface with SunGard H.T.E.	120
Pay Data Export to Tyler (Phase 2)	24
Employee Import from Tyler (Phase 2)	24
Activities Bi-Directional interface with Tyler (Phase 2)	120
Workforce Central to Telestaff integration (2 databases)	160
Workforce Absence Manager – Calculated Accruals	
Number of Calculated Accrual Rules:	6
General Information: Workforce Activities	
Number of Employees licensed:	1,000
Number of Employees within Project Scope	1,000
The number of Managers that will be supported is:	170
Workforce Activities included:	
Baseline hours: Includes: 3 assessment groups, 25 Forms, 12 Profiles, 25 reason codes	Yes
Attestation Tool Kit	
Base Attestation Tool Kit Scope: The base hours for the Attestation Tool Kit include the remote installation of up to 2 application servers per environment as well as installation mentorship. Kronos will remotely survey the customer to produce a Product Design Document to cover all profiles relating to employee Attestations. One sample employee profile and terminal will be configured in English. User configuration and maintenance mentoring will be provided so the customer can complete the configuration. The base hours also include the time required to modify the Person Import to add Attestation groups, if applicable.	Yes
Data Collection	
Workforce Employee will be implemented	Yes
Workforce Mobile will be implemented	Yes
Change Management	
Pay Rules and Policy Assessment included	Yes

Workforce Central Integration for TeleStaff 2.9

Workforce Central integration with Telestaff 2.9

Integration between Workforce Central and Telestaff 2.9 includes 4 interfaces designed to facilitate personnel, scheduling and time off management in a unified approach. The interfaces are designed to manage Telestaff scheduled employees within Telestaff and record time and attendance within Workforce. The following interfaces are utilized to provide an integrated solution.

Person Export from Workforce Central to Telestaff

To ensure all other integration feeds between Workforce Central and TeleStaff operate on consistent employee data, this Workforce Integration Manager interface feeds new and updated employees from Workforce Central to TeleStaff.

Schedule Export from Telestaff to Workforce Central

Schedules are created and managed within Telestaff and synchronized to Workforce Central on a regular basis for Workforce Punch validation, exception processing, and accruals processing. Through schedule exports from Telestaff to Workforce employee schedules, schedule changes (for example, non-working exceptions), working exceptions, and removed records are updated within Workforce. Workforce Integration Manager imports employee schedules from TeleStaff to Workforce Central. The Schedule Import interface enables TeleStaff to send employee schedule changes for a rolling span of days to Workforce Central on a regular scheduled basis, so that Workforce Central can support punch validation and process exceptions. When a new day is added to the rolling span of days updated by the interface, this new day is treated as a change and all schedules are sent.

Punch Export from Workforce Central to Telestaff

In order to ensure proper scheduling for public safety employees, TeleStaff must be aware of absences based on employees who did not punch within a predefined period before or after their scheduled start time. This Workforce Integration Manager interface allows punch information from Workforce Central to be merged with employee roster information in TeleStaff. Providing the punch information to Telestaff provides a mechanism to determine which employees have not punched in, TeleStaff can assist with roll call, thus enabling an organization to fill the shifts of absent employees as needed.

Accrual Balances Export and Accrual Grants Export from Workforce Central to Telestaff

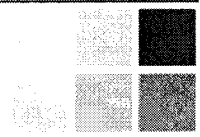
In order to ensure that employees do not exceed their available accrual balances, TeleStaff must provide users with accrual balances from Workforce Central. These Workforce Integration Manager interfaces send accrual information for employees as of the specified date, including any grants and takings, from Workforce Central to TeleStaff.

4.3 SOLUTION TESTING AND DEPLOYMENT

During this phase of the project Kronos supports the Customer's project team with testing to the Product Design document, resolving all critical open issues as well as deployment planning and support.

Customer's Commitment

During this phase of the project the Customer will finalize the test plan to support unit, integration and operational testing; complete test case scenarios in the Solution Validation Workbook; dedicate or make available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. The Customer will also coordinate testing with other vendors, and if applicable, test and validate the data transfer from Kronos to other vendors. The Customer testing team will utilize the Solution Validation Workbook for unit and parallel testing and maintain the workbook as needed until testing is complete. The Customer will also write operational procedures and train user as needed for a successful deployment.



SOLUTION TESTING

Key Kronos Activities	Kronos Service Deliverables
Review the Momentum testing methodology with the Customer	Solution Validation Workbook
Review the Solution Validation Workbook with the Customer	Testing support plan
Provide issue resolution support	

SOLUTION DEPLOYMENT PLANNING AND GO-LIVE SUPPORT

Key Kronos Activities	Kronos Service Deliverables
Facilitate deployment planning meeting to review planned activities.	Deployment checklist or plan.
Provide go-live support for planned application deployment.	Escalation matrix and communication plan.
	Scheduled go-live support.

5 TELESTAFF IMPLEMENTATION METHODOLOGY PHASES

5.1 PROJECT PLANNING AND MANAGEMENT

Customer Project Manager will partner with the Kronos Project Manager to align the desired project outcomes, producing key results related to the critical TeleStaff business needs. Customer Project Manager will assist the Kronos Project Manager by managing customer team member responsibilities as necessary for success in the overall implementation process; however, Kronos leads the team and the overall implementation process. This partnership depends upon Customer Project Manager leading by directing, coaching, and facilitating customer team resources. Usually having a background in resource evaluation and staffing, change management, and team building; Customer Project Manager monitors the progress and completion of project milestones towards achieving the project completion date. They also help resolve any surprises or concerns that may arise during the implementation.

Key Kronos Activities	Kronos Service Deliverables
Kick-off call Weekly status calls Coordinate project team resources Coordinate project activities Review customer testing & training strategy Manage and prioritize action items Manage budgets/timeline/scope/risk Lead implementation strategy TeleStaff server configuration & application installation	Project initiation - Internal Sales to Service Transition Implementation Guide Status Report Project Plan Project Close - Internal KGS Transition

5.2 SOLUTION BUILD

During this phase of the project, Kronos assists Customer with ensuring all applicable requirements for the implementation of the product(s) are understood and completed. Kronos and Customer jointly build the solution per the in-scope business requirements. In addition, Kronos and Customer jointly perform configuration unit testing to validate the rules against the requirements.

Customer's Commitment

Prior to this phase of the project, Customer shall arrange for acquisition and setup of necessary system hardware and establish Internet connectivity at the server(s), if applicable. Customer shall also arrange for installation and network testing of the TeleStaff clients. In addition to completing the requisite Kronos training, Customer 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, Customer Project Manager shall begin to develop testing and education plans.

5.3 TELESTAFF APPLICATION CONFIGURATION

Deployment	
Number of TeleStaff licenses:	(140) Fire, (165) Police
List the databases to be configured:	(2) databases: Fire, Police

List the deployment groups to be configured in each database:	Fire - Fire Admin, Suppression Police - Police Admin, Patrol, Training and Communications
Authorities:	Included
Work Codes:	Included
Shifts, Shift Groups, Shift Masks, Shift Rotations:	Included
Ranks, Specialties, Groups:	Included
Pay Information:	Included
Formula ID:	Included
Probation:	Included
Special Days:	Included
Deployable units, special events:	Included
Roster:	Included
Calendar:	Included
People Filters:	Included
Audit Trails:	Included
Standard Accruals:	Included
Standard Payroll Export:	Included
Standard Reports:	Included
Configuration of Components to include Line Manager, Contact Manager, Task Manager, Import Manager, Fax Manager:	Included
Train the trainer for configuration team:	Included
Web Access:	Included
Advanced	
List the databases to be configured:	(2) databases: Fire, Police
List the deployment groups to be configured in each database:	Fire - Fire Admin, Suppression Police - Police Admin, Patrol, Training and Communications
Roster Counts/Minimum Counts:	Included
Vacancy Strategies:	Included
Pick Lists:	Included
Configure rules for over time back filling:	Included
Configure rules for special event or off duty deployment rules:	Included
Train the trainer for configuration team:	Included
Auctions	
Number of employees licensed for auctions:	(140) Fire, (165) Police

Number of groups to be configured for vacation bidding:	1
List the vacation bid groups with distinct rules:	Fire Suppression
Number of groups to be configured for position/shift bidding:	1
List the position/shift bid groups with distinct rules:	Police Patrol
Number of groups to be configured for roster/vacancy bidding:	1
List the roster/vacancy bid groups with distinct rules:	Police Patrol

5.3.1 INTEGRATION

Number of non-WFC Gateway Manager message types:	1 feed to Firehouse
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5.4 SOLUTION TESTING & DEPLOYMENT

During this phase of the project Kronos supports Customer's project team with configuration testing to the in-scope business requirements via staffing scenarios. Kronos assists with resolving all critical open issues as well as deployment planning and support.

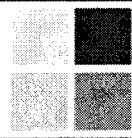
Customer's Commitment

During this phase of the project Customer finalizes the test plan to support integration and operational testing; completes test case scenarios to support all requirements; dedicates or makes available on an as-needed basis, appropriate resources to test the product(s), ensuring representatives from all affected user communities participate in the test cycle. Customer also coordinates testing with other vendors, such as interface testing with RMS, CAD, and payroll providers; and if applicable, tests and validates the data transfer from Kronos to other vendors. Customer also writes operational procedures and trains users as needed for a successful deployment.

Key Kronos Activities	Kronos Service Deliverables
Review the testing methodology with Customer Provide issue resolution support	Configured TeleStaff Database

5.4.1 SOLUTION DEPLOYMENT PLANNING AND GO-LIVE SUPPORT

Key Kronos Activities	Kronos Service Deliverables
Facilitate deployment planning meeting to review planned activities. Provide go-live support for planned application deployment.	Deployment checklist or plan. Scheduled, on-demand support.



6 PROJECT COSTS AND RATE SCHEDULES

6.1 PROFESSIONAL SERVICES

Professional Services				
Role	Hours	Part Number	Rate	Total
Project Manager	264	9990002-ONL	\$175.00	\$46,200.00
Application Consultant	210	9990002-ONL	\$175.00	\$36,750.00
Solution Consultant	286	9990002-ONL	\$175.00	\$50,050.00
Integration Consultant	496	9990002-ONL	\$175.00	\$86,800.00
Technology Consultant	40	9990002-ENT	\$190.00	\$7,600.00
Application Consultant	196	9990056-PRO	\$145.00	\$28,420.00
Solution Consultant	36	9990058-PRO	\$155.00	\$5,580.00
Solution Consultant	208	9990059-PRO	\$155.00	\$32,240.00
Solution Developer	32	9990060-PRO	\$190.00	\$6,080.00
Technical Consultant	16	9990070-PRO	\$190.00	\$3,040.00
Change Management Consultant – Pay Rules Assessment	120	9990011-CON	\$180.00	\$21,600.00
Change Management Consultant – Guide and Mentor Assistance	80	9990011-CON	\$180.00	\$14,400.00
Totals:	1984			\$338,760.00

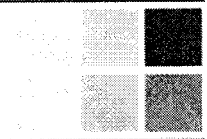
Customer Included Travel Budget:	\$20,000.00
Total Professional Services (including Travel Budget):	\$358,760.00

6.2 EDUCATION SERVICES

Product Education Bundles - sold as Training Points			
Product	Bundles	Points	Cost
<u>Workforce Timekeeper</u>	WTK for New Imp Core 1501-3000	21,380	\$19,242.00
<u>Workforce Activities</u>	WFA for New Imp Core 1501-3000	4,730	\$4,257.00
TOTAL:		26,110	\$23,499.00

User Adoption Services				
Course Name	# of Seats/Qty.	Points	Total Points	Total Cost
WTK 7.0 TTT - Public 1501-2500 (1 participant)	1	1500	1500	\$1,500.00

Additional Training	
KnowledgePass Summary	
KnowledgePass	\$4,200.00



7 SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Services Scope Statement is subject to City of Columbia, Missouri's agreement with Kronos governing Professional, Education and Cloud Services. By signing below, City of Columbia, Missouri's authorized representative agrees to purchase the services described herein.

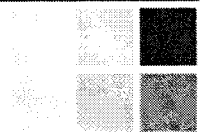
ACCEPTED AND AGREED

City of Columbia, Missouri

By: _____ Date: _____

Title: _____

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8 APPENDIX

8.1 ENGAGEMENT GUIDELINES

Please review the Kronos engagement guidelines:

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

Exhibit D - Kronos' Response to City's Functional Requirements

Replace this text with vendor name in the first module.	
Code	Availability Definition
Y	Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable
R	Functionality is provided through reports generated using proposed Reporting Tools.
T	Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products
M	Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
F	Functionality is provided through a future release that is to be available within 1 year of the proposal response.
N	Functionality is not provided.

4.31 - Time and Attendance		Replace this text with the primary product name(s) which satisfy requirements.				
Objective: To provide an automated system for tracking employees' hours that is integrated with the payroll system.						
Number	Application Requirements	Priority	Availability	Cost	Required Product(s)	Comments
1	System Requirements					
2	Ability to easily transfer time that is planned as a schedule into time reported as worked, without rekeying, and only entering any differences between the planned and actual time worked.	H	Y		N/A	
3	Ability to report on No-Shows for a given scheduled activity for employees and volunteers.	H	Y		N/A	
4	Ability to forecast staffing needs based on workload for 15-minute intervals within a day.	H	Y		N/A	Available withKronos Forecasting
5	Ability to easily identify, via warnings or visual identifiers, when workers are being scheduled for overtime.	H	Y		N/A	
6	Ability to ensure compliance with federal and state labor laws, collective bargaining agreements, and organization policies.	H	Y		N/A	
7	Ability to allow workers to log into a self-service website to request time off.	H	Y		N/A	
8	Ability to allow an employee to create work scheduling preferences (set to 15 minute intervals) which can be used by create the recommended schedule.	H	Y		N/A	Available with Workforce Scheduling
9	Ability to view worker scheduling preferences by a supervisor when manually assigning shifts.	H	Y		N/A	Available with Workforce Scheduling

10	Ability to account for pre-scheduled absences in the schedule generation, such as vacations, sick, FMLA, and other time off.	H	Y		N/A	
11	Ability to recommended qualified, available staff members to fill open shifts when unplanned absences occur.	H	Y		N/A	
12	Ability for scheduled workers to log into a self-service web site and sign up or remove activities from their schedule	H	Y		N/A	
13	Ability to provide a stand by list once the primary list is at full capacity for an activity.	H	Y		N/A	
14	Ability for a user-configurable system for managing mandatory staffing.	H	Y		N/A	Available with TeleStaff
15	Ability to identify employees who are eligible for overtime scheduling based on factors such as:	-			N/A	
16	Last time offered overtime	H	Y		N/A	
17	Seniority	H	Y		N/A	
18	Rank	H	Y		N/A	
19	Vacation	H	Y		N/A	
20	Ability for the system to automatically fill the primary list with a member from the alternate list if one open slot is made available as a result of a participant removing themselves from the primary list on an activity.	H	Y		N/A	
21	Ability to set up one-time activities and reoccurring activities in the system. This feature would include the number of workers need for the activity	H	Y		N/A	
22	Ability to utilize a past template or activity to create a new activity in the system.	H	Y		N/A	
23	Automatically manages leave such as vacation requests, sick leave and other leave types through pre-configured rules that monitor the number of workers off at any given time.	H	Y		N/A	

24	Ability to allow vacation requests to be approved and prioritized by seniority and request date.	H	Y		N/A	
25	Ability to allow workers to trade, drop, pick-up shifts, through a posting bulletin board.	H	Y		N/A	
26	Ability to allow workers to click a link in an email to confirm receipt of that schedule.	H	N		N/A	Not Available in core functionality, however employees can view their schedule anytime they like through the terminal or web.
27	Ability to allow a supervisor to view which workers have viewed and confirmed receipt of their schedule.	H	Y		N/A	Available with TeleStaff
28	Ability to allow workers to view published schedules online.	H	Y		N/A	
29	Ability to create an automatic notification to workers when changes to a schedule occur.	H	Y		N/A	Available with TeleStaff
30	Ability to integrate with Google to send an e-mail when an employee is on vacation or out of the office for training, etc.	H	Y		N/A	Workforce will send an email to a SMTP compliant email system
31	Ability to send bulk email within the application to workers in the system.	H	Y		N/A	
32	Ability to define schedules with varying lengths (e.g. 4 hours per day, 8 hours per day, etc.).	H	Y		N/A	
33	Ability to create and view schedules in the future.	H	Y		N/A	
34	Ability to allow for scheduling of shift patterns to be automatically repeated, or rolled forward to future weeks automatically.	H	Y		N/A	
35	Ability to create schedule patterns that can repeat at any user defined intervals, e.g. 28-day cycles.	H	Y		N/A	
36	Ability for a payroll administrator or manager/supervisor to enter or create schedules for employees.	H	Y		N/A	

37	Ability to create schedule groups, and assign employees to those schedule groups. Assignment must be made through the user interface, or through integration with employee system of record.	H	Y		N/A	
38	Ability to allow for schedules of all employees within a scheduling group to be changed by editing the group schedule.	H	Y		N/A	
39	Ability to allow for the schedules of employees within a scheduling group to be individually edited without changing the schedules of other employees in the scheduling group.	H	Y		N/A	
40	Ability to provide for a shift for an individual employee within a schedule group to be modified for a temporary assignment without affecting the group schedule or the employee rotation.	H	Y		N/A	
41	Ability to view online, an employee's complete work and schedule history.	H	Y		N/A	
42	Ability to view online, employees' complete future (projected) work schedule.	H	Y		N/A	
43	Ability to accommodate unlimited schedule changes and adjustments on demand.	H	Y		N/A	
44	Ability to create an unlimited number user-defined shifts.	H	Y		N/A	
45	Ability to define shift start and stop times using a 12-hour or 24-hour clock.	H	Y		N/A	
46	Ability to accommodate multiple shift start and stop times	H	Y		N/A	
47	Ability to define split shift rotations.	H	Y		N/A	
48	Ability to attach employees to shifts at any point in the rotation.	H	Y		N/A	
49	Ability to schedule shifts that cross multiple days (e.g. start at 6:00 p.m. on day one and complete at 2:00 a.m. on day two).	H	Y		N/A	

50	Ability to import employee work-schedule information from an external labor scheduling system.	M	Y		N/A	
51	Ability to schedule employees to a particular location and job.	H	Y		N/A	
52	Ability to schedule transfers to other departments, as well as to automatically assign a higher rate of pay when that transfer is worked.	H	Y		N/A	
53	Ability to schedule transfers to an alternative work rule or pay policy.	H	Y		N/A	
54	Ability to schedule meals and breaks, as well as start and end times.	H	Y		N/A	
55	Ability to create "templates" of the most commonly used shifts so that these can be assigned easily to employees or groups of employees.	H	Y		N/A	
56	Ability to manage staffing workload of employees needed for each department or job by shift.	H	Y		N/A	
57	Ability to define scheduling policy and flag any schedules that do not comply with City policy.	H	Y		N/A	
58	Ability to track employee scheduling preferences and availability.	H	Y		N/A	
59	Ability to track employee seniority by job to use in call-in or priority scheduling processes.	H	Y		N/A	
60	Ability to manage baseline staffing requirements.	H	Y		N/A	
61	Ability to use service volume levels to develop a workload against which actual schedules can be compared.	H	Y		N/A	Available with Workforce Scheduling
62	Ability to include scheduling metrics such as scheduling effectiveness, actual vs. scheduled hours, and coverage percentage, and display these graphically.	H	Y		N/A	Available with Workforce Scheduling
63	Ability to highlight open shifts that require coverage.	H	Y		N/A	

64	Ability to assess coverage to determine over and understaffing.	H	Y		N/A	
65	Ability to fill open shifts automatically, using user-defined priority rules.	H	Y		N/A	
66	Ability to provide real-time sharing of actuals from the time and attendance application and the planned start/stop times from scheduler.	H	Y		N/A	
67	Ability to enforce real-time leave balances and usage rules for the dates they are scheduled.	H	Y		N/A	
68	Ability to automatically apply schedule quality rules, such as minimums and maximums per employee, per day, per period.	H	Y		N/A	
69	Ability to display schedule assignments at the time and labor terminal.	H	Y		N/A	
70	Ability to schedule workers based on skills, shift, etc.	H	Y		N/A	
71	Ability to set work schedules by worker or job class.	H	Y		N/A	
72	Ability to create time schedules by pay groups.	H	Y		N/A	
73	Time and Attendance - Employee Set-Up					
74	Ability to store Time and Attendance records for employees and volunteers.	H	Y		N/A	
75	Ability to setup workers default time and attendance settings with the following:	-			N/A	
76	Standard work week (40.0 hours) divided into 5 working days (Monday-Friday)	H	Y		N/A	
77	Alternate work schedule (other than 8 hours a day)	H	Y		N/A	
78	Days worked other than a Monday through Friday work week	H	Y		N/A	
79	Standard differential shift	H	Y		N/A	
80	Various programmatic cost accounting codes (grant accounting)	H	Y		N/A	
81	Multi-site data entry	H	Y		N/A	

82	Ability for the system to have user-configurable work schedules to accommodate many different types of FLSA cycles.	H	Y		N/A	
83	Ability to update the status of a worker to inactive when the worker has been terminated.	H	Y		N/A	
84	Ability for the system to accommodate when an employee changes FLSA cycles multiple times within a single pay period.	H	y		N/A	
85	Time and Attendance - Data Collection					
86	Ability to remotely enter time sheet data with immediate editing for errors, through department work stations.	H	Y		N/A	
87	Ability to "clock in" and "clock out" with an electronic time tracking system that could replace timesheets/manual entry for tracking employee time.	H	Y		N/A	
88	Proposed data collection terminals must be supported by the software vendor.	M	Y		N/A	
89	Data collection terminals must support bar code, magnetic stripe, proximity readers, and biometric capabilities such as finger scan technology.	H	Y		N/A	
90	Ability for data collection terminals to support on-line and offline modes.	H	Y		N/A	
91	Ability for data collection terminals to support SSL or other secure data transfer methodology.	H	Y		N/A	
92	In online mode, transactions must be transmitted from the data collection terminal to the database in real time. Transactions should be available for exception reporting, on premise reporting and pay rule calculation in real time.	H	Y		N/A	
93	Ability for data to be stored at the data collection terminal until confirmation of successful transfer is received to prevent data loss.	H	Y		N/A	

94	Ability for data at the data collection terminal to be secure and stored in non-volatile memory in off-line mode to prevent data loss in case of power failure.	H	Y		N/A	
95	Ability for the proposed terminal to store up to 5,000 transactions in off-line mode.	H	Y		N/A	The number will flex depending on other variables such as transfers, requests and number of employees
96	Ability to accommodate rounding of employee transactions, regardless of source. System should accommodate rounding to the nearest tenth hour, quarter hour, or actual time.	H	Y		N/A	
97	Ability to provide for the prevention of overlapping or redundant punches.	H	Y		N/A	
98	Ability to restrict punching at the data collection terminal or web-based entry screen during unauthorized times, including early, late, early out, late out, and unscheduled days.	H	Y		N/A	Restrictions are available at the terminal but currently not at web based entry.
99	Ability to provide for supervisor override of punch restrictions at the data collection terminal.	H	Y		N/A	
100	Ability to support the assignment of employees to particular data collection terminals, and restrict their ability to enter transactions at other terminals (e.g. in a building other than their assigned building) This restriction should be assigned by employee or employee group.	H	Y		N/A	
101	Ability to support employee transfers to different accounts, departments, jobs, or work rules that must be validated as valid for that employee at the point of entry.	H	Y		N/A	

102	Ability for employee self service transactions, such as approving timecard, PTO request, review schedule, review punches, and review accruals balances to be available at the data collection terminal.	H	Y		N/A	
103	Ability for employee requests for PTO at the data collection terminal to be validated against their real-time balances at the point of entry.	H	Y		N/A	
104	Ability to accommodate during heavy use periods, employee self service transactions that can be restricted by terminal, terminal group, or time of day for any terminal.	H	Y		N/A	
105	Ability for data collection terminals to be configurable to provide only services and functions that may be unique to the workforce at the terminal location.	H	Y		N/A	
106	Ability for the proposed data collection terminal to communicate via TCP/IP Ethernet connectivity to the server.	H	Y		N/A	
107	Ability to allow for separate employee ID and badge ID number. The solution must not require SSN.	H	Y		N/A	
108	Ability to allow for the inactivation of lost badge numbers and the reassignment of badge numbers without affecting previous employee transactions.	H	Y		N/A	
109	Ability to assign a single badge for punching in to a time clock and building access.	H	Y		N/A	
110	Ability to provide employee self service capabilities that must be available on a PC or kiosk through standard web browsers.	H	Y		N/A	

111	Ability to provide support for a system administrator to control functional access by employees. Employees should only be presented with those functions to which they have access, according to their role and needs.	H	Y		N/A	
112	Ability to provide a role-based system to manage user's ability to read, add, edit, and delete information in the system (e.g. some groups may be able to view a particular report, whereas other groups may not be privileged to view the report).	H	Y		N/A	
113	Ability to create Time sheets by Pay Period, per individual worker (employees and volunteers).	H	Y		N/A	
114	Ability to enter text with time and attendance information as needed.	H	Y		N/A	
115	Ability to adjust for daylight savings time related to time and attendance reporting.	H	Y		N/A	
116	Ability to enter all department time and attendance from single point of entry.	H	Y		N/A	
117	Ability to enter time and attendance data for current and future dates.	H	Y		N/A	
118	Ability to enter time and attendance based on the employee schedule.	H	Y		N/A	
119	Ability to allow one employee to enter hours for all workers on a specific shift.	H	Y		N/A	
120	Ability to adjust time and attendance, accrued balances, and cost accounting with single entry.	H	Y		N/A	
121	Ability to provide edits based on rules governing departments.	H	Y		N/A	
122	Ability to enter daily time and attendance transactions on-line/real time.	H	Y		N/A	
123	Ability to enter time and attendance data on an exception basis.	H	Y		N/A	
124	Ability to have on-line edits performed at the time of entry with all errors detected, highlighted for immediate correction.	H	Y		N/A	

125	Ability to enter time of day employee worked.	H	Y		N/A	
126	Ability to enter time in hours up to one decimal point or to the quarter hour.	H	Y		N/A	
127	Ability to charge time to the following:	-			N/A	
128	Accounts	H	Y		N/A	
129	Department	H	Y		N/A	
130	Projects	H	Y		N/A	
131	Locations	H	Y		N/A	
132	Work Orders	H	Y		N/A	
133	Grants	H	Y		N/A	
134	Ability to support project validation functionality	H	Y		N/A	
135	Ability to accurately process overtime pay when an employee works different jobs or for different departments based on FLSA rules.	H	Y		N/A	
136	Ability to record time and attendance by pay group (Police duty rosters).	H	Y		N/A	
137	Ability to add new system edits as needed.	M	Y		N/A	
138	Ability to automatically reduce a workers expected time worked per pay period while in entry mode.	M	Y		N/A	
139	Ability to alert users if less than the workers' standard hours are coded.	H	Y		N/A	
140	Ability to provide mechanism for the worker and supervisor to certify time for federal grant reporting.	H	Y		N/A	
141	Ability to record and store daily time and attendance data including programmatic cost accounting codes.	H	Y		N/A	
142	Ability to report more than 24 hours of time in one day.	H	Y		N/A	
143	Ability to record and accumulate unpaid work time.	L	Y		N/A	
144	Time and Attendance - Calculation Rules Enforcement and Time Evaluation				N/A	

145	Ability to support time and attendance calculation rules that must be completely parameter driven and easy to set-up, change, and track without needing special programming or other technical skills.	H	Y		N/A	
146	Ability to provide for the configuration of an unlimited number of time and attendance calculation rules.	M	Y		N/A	
147	Ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	H	Y		N/A	
148	Ability for time and attendance calculation rules and other system settings to be effective dated where required.	H	Y		N/A	
149	Ability to define time and attendance calculation rules at the employee, or group level.	H	Y		N/A	
150	Ability to apply time and attendance calculation rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.	H	Y		N/A	
151	Ability to view immediately the outcome of the rules processing on the time entry web based time card.	H	Y		N/A	
152	Ability to apply scheduling rules in accordance with child labor laws	H	Y		N/A	
153	Ability to apply time and attendance calculation rules (overtime, break rules, etc.) in accordance with federal, state, and local laws to reduce FLSA compliance risk.	H	Y		N/A	
154	Ability to accommodate multiple FLSA cycles	H	Y		N/A	
155	Ability to automatically calculate overtime and other premiums based on actual worked hours outside the employees' scheduled hours (schedule deviation).	H	Y		N/A	

156	Ability to automatically calculate overtime and other premiums based on the employees' actual hours (without a schedule.)	H	Y		N/A	
157	Ability to calculate Shift Differential automatically based on the time of day an employee works.	H	Y		N/A	
158	Ability to automatically calculate special bonus pay based on worked schedules.	H	Y		N/A	Available with a work rule transfer
159	Ability to support daylight savings time, with timely updates for any changes in daylight savings time calendar.	H	Y		N/A	
160	Ability to support configurable pay periods for weekly, bi-weekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes must be seamlessly supported in a single database.	L	Y		N/A	
161	Ability to support pay current pay periods processing, including automated adjustments for deviations from estimates of hours worked.	H	Y		N/A	
162	Ability to allocate employee labor to alternate accounts, based on employee transactions, supervisor edits, or scheduled transfers.	H	Y		N/A	
163	Ability to include configurable periods by shift for meal and breaks in accordance with state and federal law.	H	Y		N/A	
164	Ability to maintain a calendar of holidays. Separate and distinct holiday calendars can be maintained for different groups of employees, based on policy.	H	Y		N/A	
165	Ability to manage holiday pay policies, including holiday pay and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) must be automatically enforced.	H	Y		N/A	

166	Ability to enter hours or monetary amounts for pay codes based on their definition.	H	Y		N/A	
167	Ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed.	H	Y		N/A	
168	Ability to provide for real time alerts to timekeeping exceptions, such as approaching overtime, minor employee rules violations, and absences.	H	Y		N/A	
169	Time and Attendance - Approvals					
170	Ability to electronically approve and route time and attendance data on at least five levels: employee, supervisor, department payroll clerk, Personnel, Fiscal/Payroll.	M	Y		N/A	
171	Ability to support a user configurable approval process based on the City's org structure	H	Y		N/A	
172	Ability for employees to approve their timesheets. This approval must be available within employee self service and the data collection terminals.	H	Y		N/A	
173	Ability for an employee to signify that they attest to the accuracy of all time charges and totals as presented on the timesheet, before the actual Approval is accepted. The attestation language must be configurable. If the employee does not attest to the accuracy then the timecard is not approved.	H	Y		N/A	
174	Ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	H	Y		N/A	
175	Ability for Managers/Supervisors to approve the employee's time.	H	Y		N/A	

176	Ability for Managers/Supervisors to update the employees time when approving, for instance for missed punches, missing PTO, etc.	H	Y		N/A	
177	Ability to define a set of comments used to annotate manual changes and other edits of employee records.	H	Y		N/A	
178	Ability to attach comments to identify reasons for the manual change (i.e. duplicate, missed punch, etc.).	H	Y		N/A	
179	Ability to provide comments as part of exception reporting capability within the solution.	H	Y		N/A	
180	Ability for free form notes to be attached to any comment to provide more detail associated with the manual change.	M	Y		N/A	
181	Ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).	H	Y		N/A	
182	Ability for a Manager to submit modified time cards without the employee's acknowledgement.	H	Y		N/A	
183	Ability to provide an electronic signature for employees to approve their timesheets.	M	Y		N/A	
184	Ability to provide an electronic signature for managers to approve time cards for payroll processing.	M	Y		N/A	
185	Ability to provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.	M	Y		N/A	
186	Ability to prohibit updates to record after each department level of approval.	M	Y		N/A	
187	Ability of multiple users to access time sheet prior to approval.	M	Y		N/A	
188	Ability to route back through approval workflow if changes are made to the time sheet.	M	Y		N/A	

189	Ability to limit updates to system based on level of approval authorization.	M	Y		N/A	
190	Time and Attendance - Timecard Edits					
191	Ability to adjust or correct time entries captured in the current period, but not yet paid.	H	Y		N/A	
192	Ability to adjust or correct time entries paid in previous pay periods.	H	Y		N/A	
193	Ability to easily navigate from the error report to the time card to make edits.	H	Y		N/A	
194	Ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.	H	Y		N/A	
195	Ability to allow manager edit, add, and deletes of any previous pay period data until a predetermined cut-off time.	H	Y		N/A	
196	Ability to provide a report that details prior period adjustments and corrections.	H	Y		N/A	
197	Ability to provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run.	H	Y		N/A	
198	Ability to allow manager edits for the current pay period but prevent manager edits of the previous pay period after the final previous pay period transmittal has been sent to payroll.	H	Y		N/A	
199	Ability to recalculate all totals immediately after a value is changed.	H	Y		N/A	
200	Ability for all historical employee time and attendance information, including any adjustments, to be available online for audit or review purposes.	H	Y		N/A	
201	Ability to allow for historical edits by the payroll administrators.	H	Y		N/A	
202	Ability for the manager to make mass edits to selected employees.	H	Y		N/A	

203	Ability to provide user access to update current time and attendance data at any time.	H	Y		N/A	
204	Ability to make manual adjustments to prior time and attendance entries that automatically adjusts the daily record, the year-to-date leave balances and the to-date leave balances.	H	Y		N/A	
205	Ability to manually enter (positive or negative) adjustments including retroactive pay.	H	Y		N/A	
206	Time and Attendance - Volunteer Management					
207	Ability to track the volunteer hours worked (non-paid)	H	Y		N/A	
208	Ability to charge volunteer hours to multiple departments	H	Y		N/A	
209	Ability to put a description/event associated with the volunteer hours	H	Y		N/A	
210	Ability to Schedule Volunteers	H	Y		N/A	
211	Ability to put a description/event associated with the volunteer hours	H	Y		N/A	
212	Ability for the system to track hours for paid employees who are volunteering services.	H	Y		N/A	
213	Time and Attendance - Interactive Views and Navigation					
214	Ability to provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employees records.	H	Y		N/A	
215	Ability to present a real-time summary of sign off status and timecard exceptions to the payroll manager to help the manager determine whether the payroll period lock can be applied. This summary should be by department or business unit, and provide the ability to drill down to individual employee time records as required.	H	Y		N/A	

216	Ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules.	H	Y		N/A	
217	Ability to create, edit, save, and assign to users employee selection queries without the use of SQL or other programming language.	H	Y		N/A	
218	Ability for employee selection queries to be public, available to all users, or private, available to individual users.	H	Y		N/A	
219	Ability for employee selection queries to select employees by status, exceptions, pay codes used, and other criteria.	H	Y		N/A	
220	Ability for employee selection queries to be assigned to a particular interactive view by default. Any employee selection query can be selected to override the default assignment.	H	Y		N/A	
221	Ability for the user to configure the interactive views with user-defined columns.	H	Y		N/A	
222	Ability to provide a primary and secondary sort capability within the interactive views.	H	Y		N/A	
223	Ability to multi-select employees within the interactive view and perform group edits.	H	Y		N/A	
224	Ability to schedule group edits on a specific date/time.	H	Y		N/A	
225	Ability to configure interactive views by manager and assign a default view based on manager role.	H	Y		N/A	
226	PTO Accruals Calculations and Enforcement					
227	Ability to configure multiple (at least 100) categories of leave accumulators (including vacation, PTO, sick, FMLA, and comp adjustments) in the system.	H	Y		N/A	

228	Ability to identify which funds are to be used for accrual of vacation, sick time, etc., for those staff who are allocated to multiple funds.	H	Y		N/A	
229	Ability to calculate PTO/vacation and sick leave accrual based on years of service, job class (officer, executive), employee status (permanent, term), department (Police, other), etc.	H	Y		N/A	
230	Ability to limit PTO/vacation accruals based on maximum for defined plan, job class, department, status, etc. and record the time lost as a result of the limits.	H	Y		N/A	
231	Ability to alert user at entry of exceeding accrued balances.	H	Y		N/A	
232	Ability to override entry of exceeding accrual balance with proper authority.	H	Y		N/A	
233	Ability to alert user if holiday, personal holiday, or sick incentive days have incorrect hours.	H	Y		N/A	
234	Ability to record leave time and accruals per pay period and annually based on combination of years of service and employee group for several types of leave plans (PTO, Police, traditional Vac/Sick, executive accrual, according to City policies).	H	Y		N/A	
235	Ability to automatically adjust the paid leave accrued balances by type when leave is taken (vacation, sick, sick incentive, PTO, holiday, floating holiday, etc.	H	Y		N/A	
236	Ability to track lost accruals (over the maximum allowed) vacation/PTO time.	H	Y		N/A	
237	Ability to track detailed leave information: type, leave date, hours taken, remarks, start/stop dates.	H	Y		N/A	

238	Ability to limit the usage of PTO/vacation, sick leave, and comp time based on workers accumulated balances, with exceptions allowed.	H	Y		N/A	
239	Ability to automatically calculate and report a change in general leave accrual rate based on a change in standard pay hours for the pay period or an employee's years in service.	H	Y		N/A	
240	Ability to store and retrieve "to-date" and "year-to-date" leave accrued, taken, paid, lost (over max), and forfeited.	H	Y		N/A	
241	Ability to calculate vacation, sick, and comp payoffs at termination including current period accrual, current period taken, and remaining balance.	H	Y		N/A	
242	Ability to prohibit PTO and vacation payoffs for terminating probationary employees.	H	Y		N/A	
243	Ability to prohibit sick payoff except to retiring employees.	M	Y		N/A	
244	Ability to track holidays cashed out by employee and date of holiday (Police).	H	Y		N/A	
245	Ability to determine the dollar amount of sick and vacation liability.	H	Y		N/A	
246	Ability to create an automatic notification to the employee when an employee's vacation/PTO/sick time balance is running above / below a user defined maximum / minimum level.	H	Y		N/A	
247	Ability for PTO accruals policies to be configured in the system without needing special programming or technical skills.	H	Y		N/A	
248	Ability to have a PTO calendar that can be an annual, fiscal, or rolling calendar.	H	Y		N/A	
249	Ability for PTO balances to be accrued through grants, either annual or other period.	H	Y		N/A	
250	Ability for PTO balances to be accrued as a percentage of designated worked hours.	H	Y		N/A	

251	Ability for comp in lieu of overtime balances to be calculated, reported, and enforced according to our policy.	H	Y		N/A	
252	Ability for different categories of PTO to be accrued by different methods; for instance, sick is accrued by hours worked and vacation is granted by pay period.	H	Y		N/A	
253	Ability for PTO balances to be adjusted manually as required with audit trail of such manual adjustments.	H	Y		N/A	
254	Ability for PTO balances to be imported from payroll or other systems to establish initial balances.	H	Y		N/A	
255	Ability for PTO balances to be exported to payroll, HR, or other systems.	H	Y		N/A	
256	Ability for PTO balances to have carry-over rules that differ by type of PTO. For example, sick balances restart at the beginning of the accruals period, while vacation balances up to 80 hours carry over into the next accruals period.	H	Y		N/A	
257	Ability for PTO balances to be able to be capped at a defined level.	H	Y		N/A	
258	Ability for PTO balances to have takings rules that differ by type of PTO. For example, sick balances can be drawn negative, while vacation balances cannot be drawn negative.	H	Y		N/A	
259	Ability for probationary periods to be defined within which PTO balances are accrued, but not available for taking.	H	Y		N/A	
260	As employees reach tenure levels, ability for the PTO accruals and taking rules to be automatically adjusted according to policy. For instance, an employee accrues 80 hours of vacation year 1 through 5, 120 hours years 6 through 10, and 160 hours year 11 and beyond. This should require no intervention by the system administrator.	H	Y		N/A	

261	Ability to allow different employee groups to be assigned different PTO policies based on their employee type, status, or bargaining agreement.	H	Y		N/A	
262	Ability to have an unlimited number of such policies to be defined and assigned.	H	Y		N/A	
263	Ability for PTO processes to be supported by pre-configured workflow to manage the request, approval, or denial of PTO.	H	Y		N/A	
264	Ability for PTO workflow tasks to be available at the employee self service module as well as at the vendor-supplied data collection terminals.	H	Y		N/A	
265	Ability for a requesting employee and the approving manager to be able to record comments associated with the PTO request.	H	Y		N/A	
266	Ability for PTO workflow tasks to be preconfigured and delivered as part of standard solution. Workflows can be modified easily to support different approval chains, etc.	H	Y		N/A	
267	Ability to provide a complete audit trail of all PTO requests, denials, approvals, or manual entries that must be kept and easily reported.	H	Y		N/A	
268	Ability for PTO balances to be visible and be enforced at point of request according to the PTO policy for the employee.	H	Y		N/A	
269	Ability for PTO balances to be visible and automatically enforced at the point of approval according to the PTO policy for the employee.	H	Y		N/A	
270	Ability for the enforcement of PTO to be point in time - that is, the balances are enforced for the date for which the PTO request is made. This must include accurate projections of future balances.	H	Y		N/A	

271	Ability for PTO takings rules to be defined to enforce a minimum number of hours taken. For instance, vacation must be taken in 4 hour increments.	H	Y		N/A	
272	Ability for approved PTO to appear both in the employee schedule and in their timecard in real time once the request is approved.	H	Y		N/A	
273	Ability for PTO balances to be available for review by employees at the data collection terminal as well as in the employee self-service module.	H	Y		N/A	
274	Ability to report employee leave liabilities, by individual, and by department.	H	Y		N/A	
275	Absence Management - General					
276	Ability to manage the employee's time away from work, including PTO, FMLA and other leave.	H	Y		N/A	
277	Ability to set-up pre-configured workflow, notifications, and alerts.	H	Y		N/A	
278	Ability to perform reporting, calendar views, and document generation capabilities.	H	Y		N/A	
279	Ability to integrate with time and labor and scheduling.	H	Y		N/A	
280	Ability to enter a specific date associated with an absence and store data indefinitely for retrieval.	H	Y		N/A	
281	Absence Management - FMLA and Leave Policy Management	H	Y		N/A	
282	Ability to support the management of FMLA and other leave policies.	H	Y		N/A	
283	Ability to reset accumulators at year end by leave type.	H	Y		N/A	
284	Ability to track hours worked and tenure to determine eligibility for FMLA, State mandated leaves and organizational leave of absence policies.	H	Y		N/A	

285	Ability to determine eligibility for concurrent leave polices, for instance, FMLA in concurrence with state mandated medical leave.	H	Y		N/A	
286	Ability to alert leave administrators when there is a potential FMLA qualifying absence.	H	Y		N/A	
287	Ability to allow flexibility in defining the parameters by which Federal, State and organizational policies are managed.	H	Y		N/A	
288	Ability to have Federal and State Family leave preconfigured templates built into in the system.	H	Y		N/A	
289	Ability to track hours and cost of time off, either with or without pay (e.g., military leave, jury duty, FMLA leave, etc.).	H	Y		N/A	
290	Ability to track FMLA leave used, either in pay of non-pay status, for previous 12 months (rolling calendar).	H	Y		N/A	
291	Ability to restrict use of family leave time if employee has reached maximum.	H	Y		N/A	
292	Ability to record and accumulate unpaid leave time.	H	Y		N/A	
293	Ability for all required letters and forms to be automatically generated to support leave processes.	H	Y		N/A	
294	Ability to integrate with Third Party Vendors for Disability, Workers Compensation, and FMLA administration.	H	Y		N/A	
295	Ability to provide free form note fields for documentation of specific information associated with the leave cases.	H	Y		N/A	
296	Ability to provide notification when documentation such as medical certification or fit for duty forms have not been returned by the specified timeframe.	H	Y		N/A	
297	Ability to manage both paid and unpaid time concurrently.	H	Y		N/A	

298	If the solution manages leave time and the administration associated with leave of absences, the system must ensure that the employee is paid appropriately.	H	Y		N/A	Based on the rules/policies configured Kronos can insure all hours and time types are calculated correctly. These hours will then be passed to the appropriate pay system where the pay is calculated.
299	Ability to define how the paid time should be used with unpaid time. For example if the employee is out for their own serious health condition and they should be paid Short Term Disability concurrently with FMLA, the solution must manage the time as defined by the organization.	H	Y		N/A	
300	Ability for cascading pay to be defined to happen automatically. For example, in an FMLA case Sick must be drawn down to 8 hours, then Personal Days drawn down to zero, then Vacation drawn down to zero as needed to fill the leave period.	H	Y		N/A	
301	Ability to allow for an easy capture and monitoring of intermittent leave time, for example, for recurring physical therapy, and apply all paid and unpaid leave rules correctly.	H	Y		N/A	Intermittent leave tracking is a differentiator for Kronos. Along with marking the case intermittent use. For example if the Dr. certifies the employee for 2 days a month for migraines the system can track if they are taking for example 5 days instead and need to be recertified or possible abuse of this case.
302	Ability to provide real time visibility to everyone who is on a leave of absence, time taken and time available.	H	Y		N/A	
303	Ability to provide FMLA calculations for time available for part time employees.	H	Y		N/A	

304	Ability to provide visibility to managers when an employee is expected to return from a leave of absence so that over scheduling does not occur.	H	Y		N/A	
305	Ability to generate alerts if an employee punches in while on a leave of absence.	H	Y		N/A	
306	Ability to coordinate disability pay with vacation or other PTO pay to ensure a full paycheck for the employee.	H	Y		N/A	
307	Ability to provide easy to understand leave information in calendar format for employee and manager review.	H	Y		N/A	
308	Ability to project paid time concurrently with unpaid time into the future.	H	Y		N/A	
309	Ability to validate future paid and unpaid leave time against projected balances.	H	Y		N/A	
310	Ability for approved leave time, including all paid and unpaid codes, to be put into employee schedule and time card in real time.	H	Y		N/A	
311	Ability to provide employee availability for scheduling, and open shifts created in response to approved leave time.	H	Y		N/A	
312	Ability to handle leave without pay including stopping autopay, stopping accruals and tracking arrears.	H	Y		N/A	
313	Ability to identify an unlimited number of leave type codes and descriptions.	H	Y		N/A	
314	Ability to alert user for further action if employee's unpaid leave status has expired.	H	Y		N/A	
315	Ability to accommodate more than one year of leave information on-line and provide for carryover of leave balances.	H	Y		N/A	
316	Ability to pool hours for catastrophic leave, allowing workers to donate vacation time to the pool from their accrued balances (participation restricted by leave plan).	H	Y		N/A	

317	Ability to allocate time from the vacation leave pool as determined by user.	H	Y		N/A	
318	Ability to view current available leave balances in time entry mode	H	Y		N/A	
319	Absence Management - Attendance Policy Management					
320	Ability to automate the administration and enforcement of attendance or absence control programs to reduce variability of workforce.	H			N/A	
321	Ability to calculate absence points, occurrences, percentages or time missed as well as perfect attendance.	H	Y		N/A	
322	Ability to integrate with time and labor and scheduling, so that such attendance exceptions as late, leave early, and unapproved absences create occurrences automatically.	H	Y		N/A	
323	Ability to provide for the manual entry of occurrences by supervisors.	H	Y		N/A	
324	Ability to provide for an unlimited number of absence policies.	H	Y		N/A	
325	Ability to automatically generate letters and forms associated with disciplinary or perfect attendance policies.	H	Y		N/A	
326	Ability to automatically provide bonus days or other awards for perfect attendance.	H	Y		N/A	
327	Ability to identify patterns of absenteeism, for instance, Friday or Monday absences.	H	Y		N/A	
328	Ability to track reasons for absences	H	Y		N/A	
329	Ability to alert supervisors or managers of necessary actions associated with attendance violations.	H	Y		N/A	
330	Ability to automatically alert supervisors or managers if someone achieves perfect attendance.	H	Y		N/A	

331	Ability to automate workflow notifications when an employee has exceeded a user-definable threshold for disciplinary action.	H	Y		N/A	
332	Ability to generate graphical reports displaying absence information.	H	Y		N/A	Calendar formats are available. Data can also be exported and then used in other systems that can give information in graph format
333	Reporting Features					
334	Ability to view 12 months of time history for an employee	M	Y		N/A	
335	Ability to view working pay codes for 12 months after usage	M	Y		N/A	
336	Ability to create an automatic notification to the employee when an employee's vacation/PTO/sick time balance is running above / below a user defined maximum / minimum level.	M	Y		N/A	The maximum/minimum rules set in the accrual policy will eliminate this from happening
337	Ability to create attendance reports that contain the following preprinted, computer-generated information:	-			N/A	
338	Cost center (department, fund, division, program)	H	Y		N/A	
339	Each employee in the cost center, with multiple workers per page	H	Y		N/A	
340	Pay period	H	Y		N/A	
341	General Leave - all tracked categories	H	Y		N/A	
342	Accounts charged	H	Y		N/A	
343	Pay rate(s)	H	Y		N/A	
344	Standard hours	H	Y		N/A	
345	Ability to print attendance reports for active, full-time, part-time, on-call, seasonal, temporary and exception workers by pay period and annual total (calendar and rolling years).	H	Y		N/A	
346	Ability to report time and attendance for an employee with multiple types of earnings and leave.	H	Y		N/A	

347	Ability to create a YTD Hours Report, sorted by worker and includes the workers id and lists hours across by type of time worked.	H	Y		N/A	
348	Ability to track and report on the amount of time worked by job assignment (which can be transferred to other systems that provide rewards for workers or volunteers, based on hours worked)	H	Y		N/A	
349	Ability to report an comparison of clock ins vs. schedule	H	Y		N/A	
350	Ability to allow a participant to log into a web site (self-service) and view all history of time worked by job type (their activities which they performed work.)	H	Y		N/A	
351	Ability to capture / display head count, rank, specialty, division, shift assignment, exceptions, vacancies, and hours worked	H	Y		N/A	
352	Ability to report on volunteer hours per department	H	Y		N/A	
353	Interfaces					
354	Ability to interface with RecTrac (Parks and Recreation) or comparable time module	H	Y		N/A	Workforce Central integrates with systems such as human resources, payroll, scheduling applications. This is done with Workforce Integration Manager.
355	Ability to interface with AccuPrint Time Plus (Transit) or comparable time module	H	Y		N/A	
356	Ability to interface with TeleStaff (Fire and Police) or comparable time module	H	Y		N/A	Workforce Central integrates with systems such as human resources, payroll, scheduling applications. This is done with Workforce Integration Manager.

357	Ability to interface with POSS (Police) or comparable time module	H	Y		N/A	Workforce Central integrates with systems such as human resources, payroll, scheduling applications. This is done with Workforce Integration Manager.
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Exhibit E — Kronos Professional and Educational Services Engagement Policies

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. Kronos will provide Customers 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 Customer.
2. Kronos and Customer 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 Kronos Change Order that is signed by the Customer (see Change Order Process below).
4. The original project scope and cost of an engagement will apply until, and if, the Customer signs a Change Order.
5. The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.
6. Kronos will invoice the Customer 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). Customers will be charged as follows:
 - a. All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.
 - b. 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.

9. Kronos requires notification for the cancellation or rescheduling of Kronos personnel. Customer 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:

- o New Year's Day
- o President's Day
- o Memorial Day
- o Independence Day
- o Labor Day
- o Thanksgiving Day and the day after
- o 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 Customer.

2. A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, customer allocated time, customer 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 Kronos' then current rate for such requested services.

Travel

1. Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.
2. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
3. Customer is responsible for travel costs for employees attending training at a Kronos location.
4. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

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 Customer has purchased onsite location training.
2. Kronos requires notification of cancellation from an Instructor-led class. Customer 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 customer site, in the traditional classroom, or in the virtual classroom:
Attendees must cancel at least ten 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.

3. 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. Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire.
5. All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Customers 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 customer and Kronos.

Travel

1. Travel expenses will be charged pursuant to the agreement covering such Professional Services between the customer and Kronos.
2. In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Customers shall be made aware of any such instance during the sales or Change Order process.
3. Customer is responsible for travel costs for employees attending training at a Kronos location.
4. Customer is responsible for travel and related costs for a Kronos trainer providing instruction at the Customer location.

Other Policies

1. Kronos personnel working at the Customer 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. Customer 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 Customer.
5. Customer 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.

Exhibit F - Support Services Policies

<http://www.kronos.com/Support/SupportServicesPolicies.htm>

Support Policies and Services

Policies | [Software Services](#) | [Equipment Services](#)

Product Coverage

For each installation, Customers 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

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

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

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

Customers 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 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. Customer's failure to continually provide a suitable installation environment as specified in Kronos' specifications; or
3. Customer's improper use, management or supervision of the Software or other failure to use the Software in accordance with Kronos' specifications; or
4. Customer's repair, attempted repair or modification of the Software without prior authorization from Kronos; or
5. Customer'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. Customer'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 Customer'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 Kronos Service 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

Kronos may discontinue support for the Software upon 30 days written notice to Customer, 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 Customer allows Software or Equipment support services to lapse or if Customer did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Customer 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) plus twenty per cent (20%) of the support services fees.

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 Customer Portal for the specific business hours of coverage at your location from your Support Services group.

Support Services groups:

Australia	8:00 a.m. - 5:00 p.m. local time
Canada	8:00 a.m. - 8:00 p.m. local time
China	9:00 a.m. - 6:00 p.m. local time
India	9:00 a.m. - 6:00 p.m. local time
Mexico	9:00 a.m. - 6:00 p.m. Mexico Central Standard Time
UK	8:00 a.m. - 5:00 p.m. UK time
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

Kronos provides support on a "priority" basis. As such, customers 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 customer 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 customer 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 customer 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 customer 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 Customer 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 customer and Kronos.

e.g., If a Gold support customer'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

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 customer's ability to*

provide a resource to work with the Kronos Global Support engineer during this period. Support outside the scope of the services agreement is billable.

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 co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation

Customers 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>.

[Policies](#) | [Software Services](#) | [Equipment Services](#)

Software Support Services and Features

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 customers 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 customers 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 customers 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

Customers seeking support outside their service coverage period or Services that are not covered by your Support service or Customers without a Support Agreement on Active Product will be charged at the current Kronos 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. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

[Policies](#) | [Software Services](#) | [Equipment Services](#)

Equipment / Hardware Support Services

Depot Exchange Service

The premium hardware service option: 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 customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:

You contact 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.

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 Kronos' current 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 Customer 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. Customer'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. Customer'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. Customer'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. Customer'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 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 Kronos' current 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 Customer 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. Customer'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. Customer'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. Customer'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. Customer'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 customers 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 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 customer by regular surface transportation.

Conditions:

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

You will be charged Kronos' current 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 Customer 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. Customer'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. Customer'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. Customer'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. Customer'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.*

EXHIBIT G

Hardware Recommendation Report



WORKFORCE CENTRAL BUDGETARY SIZING

DATASHEET

Workforce Central 7 Server Requirement Guidelines for Budget Planning

The Kronos® Workforce Central® suite is the most comprehensive workforce management solution available from a single source. It includes a core of best-in-class web-based applications that help organizations hire the best people and manage them most effectively. When combined with our intuitive self-service applications, the Workforce Central suite delivers value to the entire workforce — at all levels of the organization.

Kronos recognizes some of its customers need to estimate hardware and software to host and run Workforce Central 7. This document provides guidelines to help them with their budgetary process. These estimates cover company sizes ranging from 1 employee to 12,000 employees. Higher employee count companies require a custom sizing exercise. Please contact Kronos if your company size is larger than 12,000 employees.

Note: This is not applicable for customers wishing to implement: Workforce Activities™, Workforce Forecast Manager™, Workforce Operations Planner™, and Workforce Record Manager™. Clients that have these exceptions should contact their Kronos representative for a more detailed hardware recommendation.

Three-tier architecture

From an IT perspective, Kronos' labor management solutions are structured in three-tier application architecture. This architecture unlocks the real power of the Kronos solution, to be deployed quickly and integrated cost-effectively within an existing IT infrastructure.

Client tier: In the client tier, customers have access to multiple types of interfaces to interact with Kronos applications. Based on the role of the users, Kronos provides access via telephony, PDAs, data terminals (including SmartViews), dynamic html, rich web interfaces (Ajax, Flash, java applets), and portals that leverage the most suitable technology to meet users' specific needs. Web pages and applets connect to the Web-based Workforce Central Application Server.

Application tier: The J2EE application server implements the major parts of the application, including the application logic, performing the real work of the application. The Web server resides on this tier, awaiting browser requests that are passed to Workforce Central. The application tier also includes a business rules engine Web service that optimizes the application server by offloading computationally intensive work for faster response. At the heart of this Web service is the Workforce Totalizer, a robust rules engine designed around an object-oriented model. The Workforce Totalizer executes the Workforce Central business rules in real time. The advantage to this approach is its ability to provide payroll managers and supervisors with real-time calculated data to support decision making and data modeling.

Database tier: The database server efficiently stores and retrieves all application data. The database configuration has many dependencies, including the number of employee records in the database, the number of clients, the number of pay periods to be stored, and configuration of the storage subsystem.

Server recommendations for customer size up to 5,000 employees

Following table lists server recommendations for Workforce Central. Customers with up to 5,000 employees can use the following hardware estimates to purchase the hardware for implementation.

Workforce Central	Up to 750 employees	Up to 2500 employees	Up to 5000 employees
DATABASE SERVER	2 Cores with 12GB RAM	4 Cores with 16GB RAM	DB - 4 Cores with 16GB RAM
APPLICATION SERVER	Single Server Configuration	Single Server Configuration	App - 4 Cores with 16GB RAM
DISK SPACE (GB)	160	270	400
DATABASE BACKUPS (GB)	100	140	180

Server recommendations for customer size 5,000 employees to 12,000 employees

Following table lists server recommendations for Workforce Central. Customers with 5,000 employees to 12,000 employees can use the following hardware estimates as budgeting purposes. Please consult a Kronos service consultant to analyze your specific requirements and make server recommendations for purchasing hardware based on the pre-implementation workshop.

Workforce Central	Up to 7500 employees	Up to 12,000 employees *
DATABASE SERVER	DB - 6 cores with 16GB RAM	DB - 8 cores with 32GB RAM
APPLICATION SERVER	2 x App - 4 Cores with 16GB RAM	3 x App - 4 Cores with 16GB RAM
DISK SPACE (GB)	500	550
DATABASE BACKUPS (GB)	200	220

* If any of the following use cases are met, a detailed sizing survey must be conducted to create a client specific sizing specification document.

- Number of clocks is > 200
- Large imports will be needed during peak hours
- Custom applications are used

Server recommendations for customer size larger than 12,000 employees

Please contact your Kronos representative for a detailed hardware recommendation.

Hardware server specifications and Use case assumptions

Hardware Server Specifications
Intel system with Xeon processor(s)
2.4 GHz E5620 XEON processors

Use Case Assumptions:	
• Employee-to-manager ratio = 10:1	• Less than 1/3 using staffing widget
• Badge terminal-to-employee ratio = 1:100	• Less than 1/3 using Navigator Employee Self Service
• 5 reports per manager average	• Process Manager: up to five standard templates
• 3 hour pay period close window/ Navigator peak window	• The Application Server is being used as a report server

Note: Model 4500 terminals require a minimum firmware version of 2.1 (02.01.xx)

For recommendations that you can use to configure, tune, and enhance the behavior of Workforce Central applications from a performance perspective, refer to the Best Practices – Hints and Tips manual.

Workforce Analytics Product Suite

Workforce Analytics provides four separate products that may be purchased by clients. All clients must purchase the Core Workforce Analytics product that provides data from Workforce Timekeeper. Clients may then add on the industry-specific products, Workforce Analytics for Healthcare, Workforce Analytics for Retail and Workforce Analytics for Manufacturing. These products provide additional Workforce Central data and metadata relevant to each industry. The features identified below are applicable to all Workforce Analytics products, because they are delivered as part of the Core application.

Kronos recognizes the need for planning and through this document we provide hardware guidelines for budgetary purpose. These guidelines are for new or existing customers looking to implement Workforce Analytics 6.3.

These budgetary estimates are based on no more than 20% of the users (managers) concurrently using Workforce Analytics at any time. We recommend that you only use this for server estimates and a Kronos service consultant will work with you to analyze your specific use case and make recommendation for purchasing hardware based on the pre-implementation workshop.

Server recommendations for customer size up to 5,000 employees

Following table lists server recommendations for Workforce Analytics. Customers with up to 5,000 employees can use the following hardware estimates to purchase the hardware for implementation.

Workforce Analytics	Up to 750 employees	Up to 2500 employees	Up to 5000 employees
DATABASE SERVER	4 Cores with 16GB RAM	8 Cores with 24GB RAM	3 Cores with 12GB RAM
APPLICATION SERVER	<i>Single Server Configuration</i>	<i>Single Server Configuration</i>	3 Cores with 12GB RAM
ETL SERVER	Not required	Not required	2 Cores with 8GB RAM
DISK SPACE (GB)	200	350	400
DATABASE BACKUPS (GB)	200	200	200

Server recommendations for customer size 5,000 employees to 12,000 employees

Following table lists server recommendations for Workforce Analytics. Customers with 5,000 employees to 12,000 employees can use the following hardware estimates as budgeting purposes. Please consult a Kronos service consultant to analyze your specific requirements and make server recommendations for purchasing hardware based on the pre-implementation workshop.

Workforce Analytics	Up to 7500 employees	Up to 12,000 employees
DATABASE SERVER	3 cores with 12GB RAM	4 cores with 16GB RAM
APPLICATION SERVER	3 Cores with 12GB RAM	4 Cores with 16GB RAM
ETL SERVER	2 Cores with 8GB RAM	2 Cores with 8GB RAM
DISK SPACE (GB)	500	550
DATABASE BACKUPS (GB)	200	200

Note: Workforce Analytics for Healthcare does not support the Oracle database.

Oracle Client 11g R1 is required if you are deploying a linked Oracle Workforce Central Server to a Microsoft SQL Server Workforce Analytics data mart, Oracle Client 11g R2 is not supported in this configuration.

Server recommendations for customer size larger than 12,000 employees

Please contact your Kronos representative for a detailed hardware recommendation.

Supported technology

Desktop requirements					
Browser			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Internet Explorer	8 (32 bit), 9, and 10 (32 & 64 bit)	Microsoft	Windows 8 - 64-bit (Desktop Mode only)	
				Windows 7 - 32-bit and 64-bit	
				Windows XP - 32-bit	SP2
				Windows Server 2008 - 64-bit only	
Mozilla	Firefox 32-bit	Version 17 or higher		Windows Server 2008 R2 - 64 bit	
Apple ♦	Safari	6	Apple ♦	Mac OS-X 10.7 & 10.8	

Note: For Safari browser/OS X clients, JRE is provided by Oracle
 Firefox & IE 10 not supported with HRMS Admin
 IE10 - Compatibility mode must be turned off and not supported by Analytics

CPU	Intel-based Pentium 4 or AMD equivalent; 2 GHz+ recommended
RAM	2GB minimum - 4GB recommended
Cache	256KB/L2 recommended
Display	1,024 x 768 with 256 Color Recommended; Minimum graphics memory: 128 MB
Hard Disk Space	Minimum free disk space: 100 MB
Network Protocol	HTTP or HTTPS
Network Bandwidth	LAN Connection: Gigabit network recommended WAN Connection: Fractional T1 or (T1+ recommended)

Workforce Timekeeper v7 requires Cookies to be enabled and Active-X controls must be permitted.

Navigator user interface			
Vendor	Product	Version	Operating System
Adobe	Flash	11.1+	Same as supported Browsers

Only required if Workforce Navigator is used.

Java Plug-in			
Vendor	Product	Version	Operating System
Oracle	Java Plug-in (JRE)	Supports JRE 1.7 Family with a minimum of JRE 1.7.0_21 (ships with product)	Same as supported Browsers

Mobile	
Device type	Platform
Apple	iOS 3.1 & up (iPhone), iOS 3.1.1 & up (iPod touch) iOS 4.2 & up (iPad)
Android	OS 2.x & up
BlackBerry	OS 4.5.0 & up, OS 4.6.0 & up, OS 5.0.0 & up, OS 6.0.0 & up
Nokia	Series 40 3rd Edition & up, Series 40 5th Edition & up Series 60 3rd Edition Feature Pack 1 & up Series 60 5th Edition & up

Tablet	
Device type	Platform
Apple	iOS 5.1 up (iPad)

Server Virtualization		
All components of Workforce Central and Analytics can be run on VM with following exceptions: Teletime 6 (Classic), Teletime-IP 7 cannot be run on a VM.		
Vendor	Product	Operating System
Microsoft	Hyper-V	Microsoft Windows Server 2008 R2
VMware	VSphere v5+ ESXi Hypervisor v4.1+	Microsoft Windows Server 2008 - 64 Bit Microsoft Windows Server 2008 R2 - 64 Bit

Desktop Virtualization					
Citrix Version	Platform Operating System		Citrix Version	Platform Operating System	
XenApp v6	Microsoft Windows 2008 Server 64-Bit		Terminal Services	Microsoft Windows 2008 Server 64-Bit	
	Microsoft Windows 2008 R2 Server 64-Bit			Microsoft Windows 2008 R2 Server 64-Bit	

Web Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	IIS	V7.0	Microsoft	Windows Server 2008 - 64-bit	
		V 7.5		Windows Server 2008 R2 - 64 bit	
Apache ♦	Web Server	v2.4.3	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ■	Solaris (SPARC)	10 & 11
			IBM ■	AIX (pSeries)	6.1 & 7.1

Streaming video on InTouch 1.1 requires IIS

Application Server			Operating System		
Vendor	Product	Version	Vendor	Product	Version
JBoss	EAP	V6.0	Microsoft	Windows Server 2008 - 64-bit	
				Windows Server 2008 R2 - 64 bit	
			Oracle/Sun ♦ ■	Solaris (SPARC)	10 & 11
			IBM ♦ ■	AIX (pSeries)	6.1 & 7.1

Application Server Workforce Analytics			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Apache	Tomcat	v6.0.32	Microsoft	Windows Server 2008 - 64-bit	
MicroStrategy	MicroStrategy	v9.2.1		Windows Server 2008 R2 - 64 bit	

Workforce Analytics Office Add-in			Operating System		
Vendor	Product	Version	Vendor	Product	Version
Microsoft	Office Professional and Enterprise	2010	Microsoft	Windows 8 - 64-bit	
		2007 SP2		Windows 7 - 32-bit and 64-bit	
		2003 SP3		Windows XP 32-Bit	SP3

Database Server Technology Support	
Database	Operating System
Oracle 10gR2 (10.2.0.1), 11gR1 (11.1.0) and 11gR2 (11.2) 32-bit and 64-bit ♦	All operating systems that Oracle supports for these database versions
Microsoft SQL Server 2005 - 32-bit and 64-Bit Microsoft SQL Server 2008 - 32-bit and 64-Bit Microsoft SQL Server 2008 R2 - 64 bit Microsoft SQL Server 2012 - 64 bit ♦ Standard, Workgroups, Small Business, and Enterprise editions only	All operating systems that Microsoft supports for these database versions

♦ Not supported with HRMS

♦ Not supported by Analytics

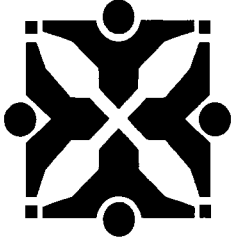
■ Low volume platform support delivered in service pack



Workforce Innovation
That Works™

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Source: City Manager

Agenda Item No:

To: City Council
From: City Manager and Staff

Council Meeting Date: November 18, 2013

Re: Authorizing an agreement with Kronos, Inc. for Time & Attendance Software for the Columbia Financial Enterprise Resource System (COFERS) Project.

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an agreement with Kronos, Inc. for Time and Attendance software to be implemented as part of the Columbia Financial Enterprise Resource System (COFERS) Project.

DISCUSSION:

Council Bills 337-13 and 338-13 along with the related memos and documentation provide the detailed background and costs regarding the COFERS project. During the evaluation and negotiation phases of the Time and Attendance software proposed, it became apparent to staff that the City would be better served by contracting directly with Kronos to perform the Time and Attendance software solution (originally included in Tyler's proposal as a third party agreement).

Implementation of the Kronos software for Time and Attendance is expected to begin in late 2013, concluding by April 30, 2014 (see Exhibit A - Project Phasing).

FISCAL IMPACT:

The not to exceed cost for licensed software and services as a result of this agreement will be \$653,473.18. These costs are included in Council Bill 338-13 which appropriates funds for the COFERS project.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

10 Vision Statement: Columbia's governance is a model of transparency, efficiency and citizen participation that enjoys the strong confidence of its residents.

10.1.8 Strategy: Increase the accountability of the City administration to the City Council and the public.

SUGGESTED COUNCIL ACTIONS:

Approval of the legislation authorizing the software license and services agreement with Kronos, Inc.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	10.1.8
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	

12/9/2013 - 4/30/2014
Time & Attendance
(Kronos)

EXHIBIT A PROJECT PHASING

5/1/2016 - 9/30/2017
Utility Billing

1/1/2014 - 2/28/2014
PHASE 1

5/1/2014 - 5/31/2015
PHASE 2

4/1/2015 - 12/31/2015
PHASE 3

1/1/2016 - 9/30/2016
PHASE 4

10/1/2016 - 9/30/2017
PHASE 5

1/1/2015

1/1/2016

1/1/2017

9/30/2017

1/1/2014
Tyler Incident Management
Tyler Notify
Central Property File

Accounting/GL/BG/AP
Inventory
Project & Grant Accounting
Contract Management
Purchase Orders
Fixed Assets
Requisitions
eProcurement
Bid Management
GASB 34 Report Writer
BMI Asset Track Interface
Tyler Reporting Services
BMI CollectIT Interface
Tyler Forms Library – Financial
BMI Assetrack – PPC for Munis
BMI CollectIT Inventory Scanning System

Work Orders, Fleet & Facilities Management
Citizen Self Service
Maplink GIS Integration

Tyler EnerGov Business License Software
Tyler EnerGov Citizen Access Portal: Permitting
Tyler EnerGov Citizen Portal: Licensing
Tyler EnerGov Decision Engine
Tyler EnerGov Electronic Plan Review
Tyler EnerGov GIS Integration
Tyler EnerGov iG Enforce
Tyler EnerGov iG Inspect
Tyler EnerGov Permitting
Tyler EnerGov Food Inspections

Munis Cash Management
Sympro Cash Management*
Sympro Debt Management*
Emphasys Desktop Solution*
Payroll w/ESS
HR Management
Professional Development
General Billing
Accounts Receivable
Special Assessments/Loans
Tyler Cashiering
Tyler Forms Library – Payroll (7 forms)
Tyler Forms Library – Personnel Actions (2 forms)
Tyler Forms Library – General Billing (4 forms)