PARTICIPATING ADDENDUM

Between **Kronos Incorporated** ("Contractor" or "Kronos")

AND

State of Iowa ("State") (acting by and through the Department of Administrative Services) ("Department")

This Participating Addendum between Contractor and the State, acting as a Participating Public Agency, acting by and through the Department (collectively, the "Parties") modifies and amends Contract Number 18220 (established as a US Communities contract by Cobb County, Georgia (the "USC Contract")) for Workforce Management System and related deliverables and services for purposes of use by State of Iowa Agencies (including all other State of Iowa agencies, departments, offices, bureaus, divisions, boards, commissions and other State of Iowa Governmental Entities (but excluding both State of Iowa political subdivisions and Governmental Subdivisions as defined in Iowa Code section 8A.101) located in the participating State of Iowa that choose to utilize the above-described USC Contract ("Customers"), as modified and amended by this Participating Addendum. Contract Number 18220, as modified and amended by this Participating Addendum, shall be referred to herein as this Agreement or Contract.

The Term of this Agreement shall be for the period of March 18, 2019 through March 17, 2022, with the Department having the option to renew the Agreement as follows: In the event Cobb County or its successor renews Contract Number 18220, the Department shall have the option to extend/renew this Agreement for up to three (3) additional one-year renewal terms, notwithstanding the foregoing extension/renewal options, any extension/renewal exercised by the Department under this Agreement shall not exceed the total period of renewal exercised by Cobb County. Such option may be exercised by the Department by providing Contractor with written notice of its election to renew this Agreement.

Any additional terms, conditions, or amendments related to cloud services or software-as-a-service, including but not limited to the following Sections of the USC Contract, and any and all related Exhibits and such sections do not apply to this Agreement:

- SECTION C, CLOUD APPLICATION HOSTING SUPPLEMENTAL TERMS AND CONDITIONS and EXHIBIT A TO SECTION C, SERVICE LEVEL AGREEMENT (SLA);
- SECTION D, KRONOS WORKFORCE CENTRAL SAAS TERMS AND CONDITIONS AND EXHIBIT D-1, SERVICE LEVEL AGREEMENT (SLA);
- SECTION E. KRONOS ADDENDUM WORKFORCE TELESTAFF IVT SERVICE:
- SECTION F, KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS;
- SECTION G, KRONOS HEALTHCARE EXTENSION WITH THE APPLICATION HOSTING;
- SECTION H, BUSINESS ASSOCIATE AGREEMENT;
- SECTION I, CLOUD SERVICES FOR EXTENSION APPLICATION;
- SECTION J, CLIENT PARTNERSHIP SERVICES;
- SECTION K KRONOS WORKFORCE DIMENSIONS TERMS AND CONDITIONS; AND
- CONTRACT NUMBER 18221, KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS

The Parties agree that in the event that the Department desires to purchase products or services governed by the above-referenced, this Agreement shall be amended to include the above applicable section(s) provided, however, that the parties agree to negotiate in good faith the terms and conditions of such sections.

The Parties hereby further agree to modify and amend Contract Number 18220 as follows:

The terms and conditions of the RFP (defined below) for purposes of the Agreement are hereby modified and amended as follows:

Section 2, XVIII. Disputes (p. 25) shall not apply to this Agreement and shall be considered deleted in its entirety.

Preference

In the case of any inconsistency or conflict between the specific provisions of this Participating Addendum (including any attached or incorporated schedules, exhibits or other documents), the RFP (including any attachments, appendices and/or addenda to the RFP), the USC Contract, the Final Proposal, and any enforceable Additional Terms as defined in section 7. (g) herein and subject to the parameters and restrictions set forth therein, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this Participating Addendum (including any attached or incorporated schedules, exhibits or other documents); second, by giving preference to the specific provisions of the USC Contract (including any applicable amendments, attachments, appendices and/or addenda); third, by giving preference to the specific provisions of the Final Proposal; fourth, by giving preference to the specific provisions of the RFP; and fifth, by giving preference to any specific Additional Terms as defined in section 7. (g) herein and subject to the parameters and restrictions set forth therein.

Section A: General Terms and Conditions are hereby modified and amended as follows:

Section 2 APPLICABLE LAWS is deleted in its entirety and replaced with the following:

2. APPLICABLE LAWS

This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof;

Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Contractor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise;

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department, the State, or any Customer, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise;

Contractor irrevocably consents to service of process by certified or registered mail addressed to the Contractor's designated agent. Contractor appoints CT Corp as its agent to receive service of process. If for any reason Contractor's agent for service is unable to act as such or the address of the agent changes, Contractor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will

be effective only upon actual receipt by the Department. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law.

This Section 2. shall survive termination of this Agreement.

Section 3. EXPORT is deleted in its entirety.

Section 4. CONFIDENTIAL INFORMATION is deleted in its entirety and replaced with the following:

4.CONFIDENTIAL INFORMATION

State of Iowa Confidential Information. Contractor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Department, a Customer or the State ("Department Property") to the extent necessary to carry out its responsibilities under the Agreement. Such Department Property shall at all times remain the property of the Department, the State, and/or any Customer. Contractor shall preserve the confidentiality of Department Property disclosed or furnished by the Department, a Customer or the State to Contractor and shall maintain procedures for safeguarding such property. Contractor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Contractor and its employees, agents, and any approved contractors or subcontractors may be required by the Department, the State, or any Customer to execute confidentiality or non-disclosure agreements to obtain access to certain Department Property. Contractor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Department Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Department or a Customer to enable Contractor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Contractor agrees to return any and all Department Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly (but in no event later than ten (10) business days from the date of the Department's or any Customer's written request) at the request of the Department or any Customer. In the event Contractor receives a request from a third party for access to any Department Property, Contractor shall immediately communicate such request to the Department and the applicable Customer for consideration and handling.

In the event of a breach of this section, the Department may terminate this Agreement immediately without notice of default and opportunity to cure. Contractor acknowledges that the disclosure of any Confidential Information of the Department, any Customer or the State will immediately give rise to continuing irreparable injury to the Department, the Customer, the State and others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Department or any Customer, the Department or the applicable Customer will be entitled to injunctive relief. Contractor's obligations under this Section 4 shall survive expiration or termination of this Agreement.

Section 5. TAXES is deleted in its entirety and replaced with the following: The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

Section 6. TRAVEL EXPENSES is deleted in its entirety and replaced with the following:

Subject to any applicable State laws, rules, policies and procedures, the Department or the applicable Customer shall reimburse Contractor for the reasonable and actual costs of transportation, meals and lodging incurred by Contractor with respect to travel incurred by Contractor in providing services to the Department or any Customer; provided, however that: (i) all such costs have been submitted by Contractor and approved by the Department or the applicable Customer in advance of any such travel; and (ii) notwithstanding any such approval by the Department or the applicable Customer, any reimbursement for allowable transportation, meals and lodging shall not exceed the maximum reimbursement rates applicable to board, commission, advisory council and task force members, including, without limitation, those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 (or any successor provisions) or such other rates as may later be established by state laws, rules, policies or procedures. Contractor agrees to utilize the most economical and reasonable mode of transportation available and shall comply with any other travel policies, procedures or requirements applicable to contractors of the State. Contractor shall submit a copy and itemized receipts and any other supporting documentation as may be requested by the Department or any Customer with respect to all costs and expenses submitted by Contractor for reimbursement. The Department reserves the right to audit all reimbursement requests and to withhold or deny reimbursement for Contractor's failure to comply with the requirements of this section and the travel policies of the State. Except for the foregoing, there shall be no other reimbursable expenses associated with this Contract, and Contractor shall be solely responsible for all other costs, charges and expenses it incurs in connection with its performance under this Contract, including, but not limited to, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses of Contractor.

Section 7. (b) GENERAL is deleted in its entirety, and the provisions of Section 13 herein shall apply.

Section 7 (f). GENERAL is deleted in its entirety and replaced with the following:

7. (f) The parties agree that any Order signed by both parties and expressly referencing this Agreement, which is delivered via fax or electronically delivered via email, shall constitute a part of this Agreement.

Section 7. (g) GENERAL is deleted in its entirety and replaced with the following:

7. (g) This Agreement and any document or exhibit incorporated by reference herein, together with the applicable Order, constitutes the entire agreement between the Parties for products and services described herein and supersedes all prior or contemporaneous agreements relating to the subject matter hereof. This Agreement may only be amended by a writing signed by both Parties. Unless otherwise specified in a subsequent Statement of Work, Order Form, or Amendment, neither the State, the Department nor any Customer shall be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "sneakwrap" agreement (or any other similar agreement), online terms, online policies, or website terms ("Additional Terms") that may accompany or relate to a product, software, service or other Deliverable, and no such Additional Terms will be binding on the Department, any Customer or the State, even if use of any products, software, services or other Deliverables requires an affirmative "acceptance" of those Additional Terms before access is permitted. In the event a subsequent Statement of Work, Order Form or Amendment purports to bind the State, the Department, or any Customer by any such Additional Terms, such Additional Terms shall not be binding on the Department, any Customer or the State, insofar as: such terms are contrary to the terms of this Agreement; establish terms, conditions or obligations prohibited by or not permitted by applicable law; or negate or otherwise conflict with terms, conditions or obligations required by applicable law. In addition, in the event a

subsequent Statement of Work, Order Form or Amendment purports to bind the State, the Department, or any Customer by any such Additional Terms, Contractor shall provide at least ninety (90) days prior written notice of any material change(s) to such Additional Terms to the Department and any affected Customers; however, in the case of any material change(s) to Contractor's online policies relating to Contractor's Support Services or implementation, educational and professional services, Contractor shall provide at least ninety (90) days prior written notice of any material change(s) to such online policies to the Department and any affected Customers, and if such change (i) relates to Contractor's Support Services, the change shall not apply or be enforced against Customer unless and until Customer elects to renew such Support Services for the subsequent renewal year; and/or (ii) relates to implementation, educational and professional services, the change shall not apply until Customer enters into a subsequent Statement of Work with Contractor (i.e., the then current policy will apply for the complete term and completion of the project, and any new changes would only apply to a new project). The Department understands and acknowledges that while Contractor may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, the Department is not entitled to any products or product enhancements other than those contained on the Order Form. The Department 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.

Section 7. GENERAL (h) is deleted in its entirety.

Section 7. GENERAL (i) is deleted in its entirety, and replaced with the following: The JBoss ® Enterprise Middleware component embedded in the software are subject to the End User License terms and conditions attached hereto as Exhibit A.

Section 7. GENERAL (j) is deleted in its entirety.

The following new sections are added to and become a part of the Agreement:

8. COMPENSATION AND ADDITIONAL RIGHTS AND REMEDIES

8.1 Compensation. In consideration of Contractor providing the Customer with the Deliverables in accordance with the terms and conditions of this Agreement, Contractor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in a Statement of Work or Order Form, subject to all terms and conditions of this Agreement. The Customer shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Contractor in connection with this Agreement or any Statement of Work or Order Form unless mutually agreed in writing. Delivery terms for the Software and Equipment ("Products") shall be FOB destination, unless otherwise stated on the applicable Order Form ("Delivery"). Kronos will invoice Customer for ninety (90) percent of all Products upon Delivery. Unless otherwise set forth on the Order Form, Kronos will invoice Customer for up to ninety (90) percent of any/all Project Deliverable (as defined in Section 7. (b) of Section B) on a time and materials basis, monthly. Kronos will invoice Customer for the final ten (10) percent of all Products and Project Deliverables associated with a given Statement of Work or Order Form upon receipt of the State's Final Acceptance. In no event shall the Customer be obligated to pay Contractor any fees, costs, compensation or other amounts in excess of the amount specified in a Statement of Work or Order Form for any one or more Deliverables, unless the Customer otherwise agrees in writing to pay such fees, costs, compensation other amounts. No payment, including final payment, shall be construed as acceptance of any Deliverables with deficiencies or incomplete work, and Contractor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. Contractor's acceptance of the last payment from a Customer shall

operate as a release of any and all claims related to this Agreement that Contractor may have or be capable of asserting against the Customer, the Department and/or the State.

8.2 Invoices. All invoices submitted by Contractor shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Customer. The Customer shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(2). Notwithstanding the foregoing, with respect to the timing of payments only, the payment terms shall be forty-five (45) days, as permitted by Iowa Code section 8A.514 and 11 Iowa Administrative Code 41.1(2) and as supported by the corresponding documentation attached as **Exhibit D**. Customer may pay in less than forty-five (45) days; however, an election to pay in less than forty-five (45) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, Customer shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if Customer believes the invoice is inaccurate or incorrect in any way.

8.3 [Intentionally Deleted].

8.4 Erroneous Payments and Credits. Contractor shall promptly pay or refund to the Customer the full amount of any confirmed overpayment or erroneous payment within ten (10) business days after either discovery by the Contractor or notification by the Customer of the overpayment or erroneous payment. The Customer may, in its sole discretion, elect to have Contractor apply any amounts due to the Customer under this Section 8.4 against any amounts payable by the Customer under this Agreement.

8.5 [Intentionally Deleted].

- **8.6 Set-off Against Sums Owed by Contractor.** In the event that Contractor owes the Customer or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Customer or the Department may set off such sum against any sum invoiced to the Customer by Contractor in the Customer's/Department's sole discretion unless otherwise required by law. Any amounts due to the Customer, the Department, or the State as damages may be deducted by the Customer, the Department, or the State, respectively, from any money or sum payable to Contractor pursuant to this Agreement or any other agreement between Contractor and the Customer, Department, or the State.
- **8.7 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Customer or the Department may withhold compensation or payments to Contractor, in whole or in part, without penalty or legal liability to the Customer or work stoppage by Contractor, in the event the Customer determines in good faith that: (i) Contractor has failed materially to perform any of its duties or obligations as set forth in this Agreement; or (ii) any Deliverable has failed materially to meet or conform to any applicable Specifications or is experiencing a Deficiency which remains uncured. No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld by the Customer or the Department under this Agreement.

8.8 [Intentionally deleted].

8.9 Error Correction. Provided that the Department or the applicable Customer continuously remains on Support Services with Contractor, with respect to each notice from the Customer to Contractor during the term of this Agreement that notifies Contractor that any Deliverable delivered by

Contractor (and previously Accepted by the Customer) contains or experiences a Deficiency, Contractor shall, at no cost to the Customer, repair or replace the defective product, or re-perform the Services which were deficient in a manner so as to correct such Deficiency, at no additional cost to Customer.

8.10 Monitoring and Review. Customer shall monitor and review Contractor's performance under this Agreement to ensure Contractor's compliance with this Agreement. Such review and monitoring shall include the Customer's assessment of invoices and reports furnished by Contractor pursuant to this Agreement.

Section 8 shall survive termination or expiration of the Agreement.

9. INDEPENDENT CONTRACTOR

Contractor is an independent contractor performing services for the Customer and the State. Contractor and its staff shall not be considered employees of the Customer or the State for any purpose, including for federal or State tax purposes. Neither Contractor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. The Customer shall not withhold taxes on behalf of Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other.

10. COMPLIANCE WITH LAWS

Contractor and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the lowa Department of Management and the lowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Contractor shall comply with any applicable reporting and compliance standards of the lowa Department of Management regarding equal employment. Contractor may be required to submit its affirmative action plan to the lowa Department of Management to comply with the requirements of 541 lowa Administrative Code Chapter 4. Customer may consider the failure of Contractor to comply with any law or regulation as a material breach of this Agreement.

11. CONFLICT OF INTEREST

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Contractor and the Customer that is a conflict of interest. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If the Department or any Customer determines a conflict of interest exits, the Department may terminate this Agreement. Contractor shall report any potential, real, or apparent conflict of interest to the Customer. Nothing in this section shall be construed to preclude the State, the Department, or any Customer from pursuing any and all remedies related to conflicts of interest otherwise available under the terms of this Agreement, at law, or in equity.

12. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the Department, Customers, the State, Contractor and their respective successors and permitted assigns.

13. ASSIGNMENT AND DELEGATION

This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, which consent shall not to be unreasonably withheld. Notwithstanding the foregoing, the Department may, upon written notice to Contractor, assign, transfer, or convey this Agreement, to any State agency, governmental entity or unit of State government that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Deliverables relate. For purposes of construing this clause, a transfer of a controlling interest in Contractor, a merger, sale or consolidation of Contractor, or a sale of substantially all of Contractor's assets shall be considered an assignment. Contractor agrees that it shall provide the Department with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Contractor and of any proposed merger, sale or consolidation of Contractor. Contractor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Contractor or any affiliate thereof without the prior written consent of the Department.

14. USE OF SUBCONTRACTORS/THIRD PARTIES

None of the services to be provided by Contractor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of the Department, which consent may be withheld in the Department's reasonable discretion. The Department's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Department, whether financial or otherwise. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts and subcontractors of Contractor shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Department may deem reasonably necessary. Contractor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Contractor shall indemnify and hold harmless the Department and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract into which it enters, including Contractor's failure to pay any and all amounts due to any subcontractor. In addition, the Department and the State shall not be responsible for any failure of any subcontractor to pay any amounts that may be due to Contractor, and Contractor may not refuse to perform its obligations under this Agreement for any such failure. If Contractor fails, neglects or refuses to pay promptly, as due, any claim for labor or services furnished to Contractor or any subcontractor by any person in connection with the Deliverables provided under this Agreement, the Department or any Customer may (but is not obligated to) pay such claim and charge the amount of the payment against funds due or to become due Contractor under this Agreement. The payment of a claim in the manner authorized in this paragraph shall not relieve Contractor or its surety from any obligation with respect to any unpaid claims. All subcontracts shall contain provisions which allow the Department to access the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein. No subcontract or delegation of work shall relieve or discharge Contractor from any obligation, provision, or liability under this Agreement. Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a

subcontractor, which, if done by Contractor, would constitute a breach of this Agreement, shall be deemed a breach by Contractor and have the same legal effect.

15. WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto. This Section 15 shall survive termination or expiration of the Agreement.

16. CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department and the State may be entitled. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. This Section 16 shall survive termination or expiration of the Agreement.

17. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. Contractor shall ensure that all personnel and any other subcontractors of Contractor providing services to the Department and Customers are responsive to the Department's and Customer's requirements and requests in all respects.

18. AUTHORIZATION

Contractor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

19. SUCCESSORS IN INTEREST

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives. This Section 19 shall survive termination or expiration of the Agreement.

20. RECORDS RETENTION AND ACCESS

Contractor shall maintain accurate, current, and complete books, documents and records that sufficiently and properly document the Contractor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. If any litigation, claim, negotiation, audit or other action involving the books, documents and records has been started before the expiration of the five-year period, the Contractor must retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the above-described five year period, whichever is later. The Contractor shall permit during normal business hours the Department, the Auditor of the State of lowa, or any authorized representative of the State, and where federal funds are involved, the

Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, and records, electronic or optically stored and created records or other records of the Contractor relating directly to the Contractor's performance under this Agreement, wherever located. At the prior written request of the Department, Contractor shall deliver and provide complete copies of such books, documents and records to the Department or its designee within a reasonable time period as may be specified by the Department in its request. Contractor shall not impose a charge or fee in permitting the Department, the Auditor of the State of Iowa, or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government to conduct or initiate any audit related to, examination of, or delivery of such books, documents and records. Contractor shall provide to the Department or its designee such books, documents and records available in electronic format, or which can be made available in electronic format through reasonable efforts by Contractor, at no cost to the Department or its designee; however, if such books, documents and records are neither available in electronic format nor reasonably made available in electronic format by Contractor, or if the Department or its designee specifically requests hard copies of such books, documents, and records, the Department or its designee shall be responsible for the actual costs associated with copying and printing, unless the audit is the result of or arises out of Contractor's performance under this Agreement or the termination of this agreement pursuant to Section 31 herein, in which case Contractor shall be responsible for the actual costs associated with copying and printing.

The Contractor shall require its subcontractors to agree to the same provisions of this section. Based on the audit findings, the Department reserves the right to discuss such findings with an executive officer. When state or federal law or the terms of this Agreement require compliance with Iowa Code Chapter 34A, OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Department or any Customer shall provide such provisions to Contractor and the Contractor shall comply with these additional records retention and access requirements.

Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Agreement require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.

Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Department.

i. Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.

This Section 20 shall survive termination or expiration of the Agreement.

21. HEADINGS OR CAPTIONS AND TERMS

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

22. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

23. NOT A JOINT VENTURE

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

24. [Intentionally Deleted].

25. EXCLUSIVITY

This Agreement is not exclusive. During the term of this Agreement, the Department may obtain similar services from other service providers.

26. SOVEREIGN IMMUNITY

The Department, Customers and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement. This Section 26 shall survive termination or expiration of the Agreement.

27. CONTRACT COMPLIANCE AUDIT

Contractor agrees that the Department or a representative of its selection may conduct a compliance audit no greater than once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Contractor is complying with the terms of this Agreement, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Contractor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Department or its representatives. Contractor shall not impose any charge or fee in connection with any contract compliance audit. This Section 27 shall survive termination or expiration of the Agreement.

28. REPAYMENT OBLIGATION OF IMPERMISSIBLE USE OF STATE GRANT MONEY OR FEDERAL FUNDS

In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor will be liable to the Department, any applicable Customer and the State for the full amount of any claim disallowed (or the amount of funds expended in violation of such applicable laws) and for all related penalties incurred. If the Department, any Customer, or any federal agency concludes, that Contractor has been paid for

any cost that is deferred, unallowable or unallocable, under this Agreement, Contractor will be liable to the Department, the Customer and the State for such cost. The Contractor shall pay to the Department all amounts for which the Contractor is liable under this section within ten (10) business days of receiving the Department's written demand or written notice. The foregoing refund liability to the Department, any applicable Customer or the State, shall apply only if: (i) the deferred, disallowed or unallocable amounts were caused by the action or inaction of Contractor; and (ii) the Department or Customer provides written notice to Contractor prior to making a purchase under this Agreement that it intends to apply State grant money and/or Federal Funds to purchase the Contractor's Deliverables under the applicable Statement of Work or Order Form. Contractor shall be liable only to the extent the deferred, disallowed or unallocable amounts were caused by the action or inaction of Contractor, and never in excess of the total amount deferred, disallowed or unallocable. The Department or any Customer may withhold any payment under this Agreement if Contractor fails to timely make any payment required by this section. The requirements of this section shall apply to the Contractor, its affiliate and subcontractors. This Section 28 shall survive termination or expiration of the Agreement.

29. TERMINATION FOR CONVENIENCE

Notwithstanding any provision in this Agreement to the contrary, the Department may terminate this Agreement at any time without any penalty or liability to Contractor (except as otherwise provided in the Agreement) by providing Contractor with at least sixty (60) days written notice prior to the effective date of termination, which effective date shall be specified in the Department's notice of termination. Termination under this Section 29 can be for any reason.

30. TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

Notwithstanding any provision in this Agreement to the contrary, the Department may terminate this Agreement at any time without any penalty or liability to Contractor as a result of any of the following: (i) the legislature or governor fail, in the sole opinion of the Department, to appropriate funds sufficient to allow the Department or any Customer either to meet any obligations under this Agreement or to operate as required; (ii) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department or any Customer to make any payment under this Agreement is insufficient or unavailable for any other reason as determined by the Department in its sole discretion; (iii) If the Department's or any Customer's duties, responsibilities or programs are materially altered or modified such that it may not meet any of its obligations under this Agreement; or (iv) If there is a decision of any court, administrative law judge, or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's or any Customer's ability to fulfill any obligation under this Agreement. The Department or any Customer shall not execute an order for the purchase of any Contractor's products or services unless, at the time of purchase, adequate funds are available to make such a purchase. The Department shall provide Contractor with written notice of any termination pursuant to this Section 30, which notice shall specify the effective date of termination.

31. TERMINATION FOR BREACH

The Department may terminate this Agreement (or any Statement of Work or Order without terminating the entire Agreement) upon written notice for the breach by Contractor of any material term, condition or provision of this Agreement or a Statement of Work, if such breach is not cured within the time period specified in the Agreement. In addition, the Department may terminate this Agreement (or any Statement of Work or Order) effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

- **31.1.1** Contractor makes any representation, warranty or certification in connection with this Agreement or any written proposal that is false, deceptive, or materially incorrect or incomplete;
- **31.1.2** Any of Contractor's officers, directors or upper management has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- **31.1.3** Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith, which adversely impacts the services or products provided by Contractor to the Department under this Agreement;
- **31.1.4** Dissolution of Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor;
- **31.1.5** Contractor: 1) terminates its business, or 2) suspends its business in a manner that adversely impacts the services or products provided by Contractor to the Department under this Agreement;
- **31.1.6** Contractor's authorization to engage in business either in lowa or where organized is suspended, terminated, revoked or forfeited;
- **31.1.7** Contractor has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement, and which failure creates an adverse impact on the Services provided by Contractor under this Agreement;
- **31.1.8** The Department in good faith determines or believes the Contractor has engaged in conduct that has or may expose the Department, any Customer or the State to material liability;
- **31.1.9** Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret which relates in any manner to the services or products provided under this Agreement; or
- **31.1.10** Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, majority shareholder or entity having or owning a controlling interest in Contractor:
 - **31.1.9.1** Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

- **31.1.9.2** Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- **31.1.9.3** Making an assignment for the benefit of creditors;
- **31.1.9.4** Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Agreement; or
- **31.1.9.5** Taking any action to authorize any of the foregoing;

The Department's right to terminate this Agreement or any Statement of Work or Order shall be in addition to and not exclusive of other remedies available to the Department, and the Department shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise. The Department or any Customer agrees that, unless the Department or any Customer elects to pay Contractor pursuant to the terms of this Agreement, the Department or any Customer shall return any Equipment or Software delivered by Contractor and not yet paid for by the Department or any Customer up to and including the effective date of a termination under this Section 31.

31A. CONTRACTOR TERMINATION

Contractor may only terminate this Agreement upon written notice of the breach by the Department of any material term, condition or provision of this Agreement, if such breach is not cured within thirty (30) days of the Department's receipt of Contractor's written notice of breach. The Department's good faith attempt to cure such breach shall toll the cure period.

32. LIMITATION OF THE STATE'S PAYMENT OBLIGATIONS

In the event of termination of this Agreement for any reason by either party (except for termination by the Department pursuant to Section 31), the applicable Customer shall pay only those amounts, if any, due and owing to Contractor for Deliverables, including Products, up to and including the date of termination of this Agreement and for which the Customer is obligated to pay pursuant to this Agreement; provided however, that in the event the Department terminates this Agreement pursuant to Section 30, the Customer's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section 32 in no way limits the rights or remedies available to the Department, any Customer or the State, and shall not be construed to require the Customer to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Agreement or any amounts withheld by the Department or any Customer in accordance with the terms of this Agreement. The Department, Customers, and the State shall not be liable, under any circumstances, for any of the following:

- **32.1** The payment of unemployment compensation to Contractor's employees;
- **32.2** The payment of workers' compensation claims made by Contractor's employees, which occur during the Agreement or extend beyond the date on which the Agreement terminates;
- **32.3** Except as otherwise agreed in writing between the Parties, any costs incurred by Contractor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement;

- **32.4** Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement;
- **32.5** Any taxes Contractor may owe in connection with the performance of this Agreement, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

This Section 32 shall survive termination or expiration of the Agreement.

33. CONTRACTOR'S DUTIES

Upon request of the Department, Contractor shall:

- **33.1** Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Department may reasonably require;
- **33.2** Immediately cease using and return to the Department any property (including, without limitation, Department Property and Content) or materials, whether tangible or intangible, provided by the Department to Contractor;
- 33.3 Cooperate in good faith with the Department and its employees, agents, contractors, and service providers during any transition period specified by the Department in connection with the transition of work, services and Deliverables to be provided: 1) internally by the State, the Department or any successor state agency, or any Customer; or 2) externally by replacement contractors or service providers (such assistance shall be known as the "Transition Services"); In providing such Transition Services, Contractor shall, at Contractor's sole expense, ensure that any and all data stored or contained in any applications, systems, or related databases supplied by Contractor shall be available for export from such applications, systems, or related databases by the Department or any Customer in a format that would reasonably facilitate the migration of such data to a successive service provider, regardless of whether said successive service provider is internal or external to the State. All other Transition Services shall be provided by Contractor on a time and materials basis.
- **33.4** Immediately return to the Department or Customers any payments made by the Department or Customers to Contractor for services that were not rendered, but paid, or Products not shipped to the Department or Customers but already paid;
- **33.5** Immediately deliver, or make available by electronic means, to the Department any and all Deliverables the State owns, the State has a license or right to use, or to or in which the State has any other legal interest;

33.6 [Intentionally Deleted].

33.7 Comply with any other reasonable instructions, requests and directions of the Department to the reasonable satisfaction of the Department and consistent with the terms of the Agreement.

This Section 33 shall survive termination or expiration of the Agreement.

34. The following additional definitions shall apply to the Agreement.

DEFINITIONS

"Acceptance" means Customer has accepted the Deliverables, including Products or Project Deliverables, in accordance with the provisions of Section 7 of Section B.

"Acceptance Tests" or "Acceptance Testing" mean the tests, reviews and other activities performed by or on behalf of Customer to determine whether Deliverables, including Products and Project Deliverables, purchased under a given Order Form or Statement of Work contain a Deficiency or fail to meet any applicable Specifications, or in the case of Project Deliverables are ready for sign off by Customer, in accordance with the provisions of Section 7 of Section B.

"Final Acceptance" means, in accordance with the provisions of Section 7 of Section B, with respect to any Order Form or Statement of Work, Customer has: 1) determined all Products to be provided under the applicable Order Form or Statement of Work do not contain a Deficiency and meet all applicable Specifications; and 2) to the extent applicable, accepted all Project Deliverables under the Statement of Work.

"Confidential Information" means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22 (Examination of Public Records/Open Records), any confidential or proprietary information or trade secrets disclosed by either party (a "disclosing party") to the other party (a "receiving party") that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

"Deficiency" means a defect, flaw, failure, omission, interruption of service, with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

"Deliverables" means any system (including the System), software (including the Software), programs (including the Programs), Documentation, hardware, goods, services, products (including the Products or Equipment), work, including Project Deliverables, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor), in connection with this Agreement. Any and all creations, inventions, discoveries, improvements, works of authorship, knowhow, drawings, blueprints, technical information, notebooks, designs, computer programs and other materials developed by Contractor in connection with or, resulting from the Services otherwise relating to a project or a Statement of Work (at all times excluding any Customer Confidential and Proprietary

Information) ("Contractor Intellectual Property") shall be the sole and exclusive property of Contractor and shall not be deemed to be work made for hire. Provided the Department has paid Contractor all applicable fees under the specific project, Contractor grants to the Department and its Customer, as applicable, a non-exclusive, worldwide, perpetual, royalty free license to make or use Contractor Intellectual Property for the Department and Customer's internal business purposes.

"Documentation" or "documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

"Final Proposal" means Contractor's technical proposal submitted in response to the RFP. It is attached as **Exhibit E**.

"**Updates**" means Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software, which may be provided by Contractor from time to time as part of its software support maintenance services. Updates shall be part of the Software and the provisions of the license terms shall apply to such Updates and to the Software as modified thereby.

The term "Service Packs" shall mean releases that contain official, tested bug fixes and are designated generally by updating the digit to the right of the second decimal point. Examples of Service Packs are x.y.1 and x.y.2.

The term "Point Releases" shall mean releases that generally contain minor new features or functionality and are designated generally by updating the digit to the right of the first decimal point. Examples of Point Releases are x.1 and x.2.

The term "Major Releases" shall mean releases that generally contain major new features or functionality and are designated generally by updating the digit to the left of the first decimal point. Examples of Major Releases are 4.0 and 5.0.

"**RFP**" means RFP #18-6390 issued by Cobb County, Georgia on behalf of U.S. Communities Governmental Purchasing Alliance for Workforce Management System including time, attendance, leave, scheduling, payroll solutions and related products, services and systems.

"Software" or "software" means all software, programs (including Programs as defined in Section B), applications, modules, components, and related products (including Products) which are provided, made available or licensed by or on behalf of Contractor or a Third Party or otherwise constitute a Deliverable under this Agreement, and includes all related object code, Documentation and Updates, and all copies of the foregoing.

"Specifications" mean the Contractor published electronic documentation for its software modules and data collection terminals (i.e., user manuals, database reference guides, installation and configuration worksheets; system administrator guide; users guide; etc.) and all specifications, requirements, technical standards, and performance standards, stated or expressed in the Statement of Work Questionnaire, pages 28 - 59.

"Statement of Work" means any statement of work that may be agreed upon by a Customer and Contractor and any amendments thereto. Each Statement of Work will describe the deliverables and

services to be provided by Contractor. Each Statement of Work is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

"System" or "system" means the Workforce Management System including time, attendance, leave, scheduling, payroll solutions and related software, components, Documentation, materials and all other related Deliverables.

SECTION B

Section B. Terms and Conditions for Software Licenses, Software and Equipment Support Services, and Educational and Professional Services is hereby modified and amended as follows:

Section 1. PAYMENT AND DELIVERY is deleted in its entirety. All obligations and duties relating to payment and invoicing shall be governed by Sections 8.1-8.10 of Section A, General Terms.

Section 2. GENERAL LICENSE TERMS is deleted in its entirety and replaced with the following:

Kronos hereby grants to the State and to Customers a nonexclusive, irrevocable (except as otherwise provided in the Agreement), perpetual, fully paid up (except if the product is licensed on an annual basis or is a subscription-type product), royalty-free, world wide right and license to: (a) use, install, access, execute, host maintain, support, demonstrate, configure, and test the Software, based on the Software, in all media now known or hereafter created; (b) grant any or all of the rights set forth/granted herein to the State and Customer contractors or service providers, provided the contractor or service provider is using or accessing the Software only for the benefit of the State or a Customer; (c) combine and use the Software with other software, firmware, and hardware solely as specified in the Specifications; (d) grant to users rights to access and use the Software and its functions.

All Software subject to this Agreement may be installed, used or hosted on: (i) any one or more of the State's, the Department's, or any Customer's servers; or (ii) with any third-party contractor's or service provider's computers, data center locations, networks, electronic storage devices, servers or other systems ("Third Party Hosting Providers"). Notwithstanding the foregoing, Contractor may provide the Department with a list, attached as Exhibit B, naming Third Party Hosting Providers Contractor deems competitors. Contractor may amend Exhibit B, from time to time, provided that any such amendment shall be in writing and duly executed by both Parties. If Contractor identifies a Third Party Hosting Provider in Exhibit B, the State, the Department or any Customer shall be required to obtain Contractor's prior written consent, which shall not be unreasonably withheld, before the State, the Department, or any Customer may utilize the Third Party Hosting Provider. If the State, the Department or any Customer seeks Contractor's consent to use a Third Party Hosting Provider named in the most current Exhibit B, and Contractor refuses to give its consent, the State, the Department or any Customer may terminate this Agreement or any applicable Statement of Work or Order Form without any penalty or liability to Contractor.

Section 5. PERMITTED COPIES is modified and amended to revise the first sentence so that it reads as follows: Customer may copy the Software and Programs, whether on Customer's computers or on a third parties hosted system, as reasonably necessary to load and execute the Software and 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).

Section 7. ACCEPTANCE is deleted in its entirety and replaced with the following:

7. (a) ACCEPTANCE OF EQUIPMENT AND SOFTWARE PRODUCTS

Customer shall conduct Acceptance Tests upon completion of Installation of all Products purchased under any given Order Form or Statement of Work, provided however, an Acceptance Test is not required for previously installed or tested Products (i.e., added capacity products do not require Acceptance Testing). Completion of Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the designated server(s); c.) the Software has been configured for Customer's work and/or pay rules within the Software's standard application parameters; d.) standard interfaces are transmitting data; e.) standard application reports can be generated; and f.) implementation team training, if any, is complete.

The Customer will have a test period of ninety (90) days (the "Test Period") from completion of Installation to conduct Acceptance Testing. If Customer does not give Contractor a written deficiency statement specifying how the Products contain a Deficiency or fail to meet any applicable Specifications ("Deficiency Statement") within the Test Period, the Products shall be deemed accepted. If, after conducting Acceptance Testing, Customer provides Contractor with a written Deficiency Statement, Contractor shall have thirty (30) days to correct the Deficiency or bring the Products into conformance with the Specifications. If Contractor corrects all identified Deficiencies and brings the Products into conformance with the Specifications, Customer shall conduct Acceptance Tests for a second time (up to an additional ninety (90) days). If the Products contain a Deficiency or do not meet any Specifications at the end of this second Acceptance Test period, Customer may terminate this Agreement or any corresponding Statement of Work or Order Form by written notice to Contractor. Upon any such termination, Customer shall return all Products (and related documentation) related to the applicable Order Form or Statement of Work forming the basis of such termination to Contractor, and Contractor shall refund any monies paid by Customer to Contractor for all returned Products.

This Section shall survive termination of this Agreement.

7. (b) ACCEPTANCE AND SIGN-OFF OF PROJECT IMPLEMENTATION DELIVERABLES.

Kronos will agree to structure each project implementation under a mutually agreed upon Statement of Work and a mutually defined scope. At specified milestones throughout a project implementation, Kronos will deliver completed project service deliverables ("Project Deliverables") for review, approval and sign off by Customer. After Contractor submits Project Deliverables to the Customer for review, approval and sign off, Customer shall determine whether the submitted Project Deliverables conform to all applicable requirements contained in the applicable Statement of Work or any applicable Specifications, and shall accept or reject said Project Deliverables within ten (10) days, unless additional time is agreed to in writing between the parties. If additional time is not requested, the substantial use of any Project Deliverable in a production environment shall constitute Customer's acceptance of that Project Deliverable.

This Section shall survive termination of this Agreement.

Section 8. LIMITED WARRANTY is modified by inserting the following as the second sentence: In addition, provided that Customer purchases and continuously remains on support maintenance services with Contractor for the Software and Equipment, Contractor warrants that the Software and Equipment shall materially perform in accordance with the Specifications.

Section 10.1 SUPPORT OPTIONS is modified and amended by revising the second sentence of that section so that it reads as follows: Customer may 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).

Section 10.5 PAYMENT is deleted in its entirety

Section 10.8 DEFAULT is modified and amended by: (a) changing the third sentence so that the reference to fifteen (15) days is replaced with ninety (90) days; (b) the last sentence of the section is deleted in its entirety; and (c) the following language is inserted at the end of Section 10.8: In the event of any termination of any support term prior to the expiration of any such term, Kronos shall refund to Customer on a pro-rata basis all pre-paid annual support fees associated with the unused portion of any support term.

Section 11.2 PAYMENT, The following sentence (last sentence) in Section B is deleted in its entirety:

"Customer will pay Kronos within thirty (30) days of receipt of Invoice."

Section 11.4 EQUIPMENT SERVICE PACK SUPPORT SERVICE DESCRIPTION, The last sentence in subsection (ii) is deleted in its entirety and replaced with the following: "In the event of a breach of this warranty, Kronos shall repair or replace the deficient service pack(s) or firmware update(s) provided that Customer's use, installation and maintenance thereof have conformed to the specifications."

Section 11.7 WARRANTY, subsection (b) is modified and amended by deleting the last sentence in its entirety and replacing it with following: In the event of a breach of this warranty, Kronos shall repair or replace the deficient service pack(s) or firmware update(s) provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

Section 11.8 LIMITATION OF REMEDIES is deleted in its entirety and replaced with the following: To the extent permitted by law, the remedy of Customer and Liability of Kronos as it relates to the rights and obligations established by this Section 11 shall be replacement of the repaired product.

Section 15 is modified and amended by deleting the entire paragraph set out under the heading "Limitations:" and replacing it with the following: Limitations: Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of and distribute the KnowledgePass Content provided in *pdf form solely: 1) for Customer's Internal use; and 2) to the extent required by any applicable State or federal law or regulation, including lowa Code Chapter 22 (Examination of Public Records/Open Records), or to the extent permitted by lowa Code Chapter 22 (Examination of Public Records/Open Records). Customer may not otherwise 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.

Section 16 INDEMNIFICATION is deleted in its entirety and replaced with the following:

16. 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 that include the reasonable value of time of the State AGs office), relating to any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights of any Third Party, including any claim that

any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party, provided that: i) Kronos is given prompt written notice of any such claim, and, ii) Customer provides Kronos with all nonconfidential and nonprivileged 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 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 may at its option: 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 prorata 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. Additionally, Kronos agrees to be liable for tangible property damage or personal injury caused, in whole or in part, by the negligence or willful misconduct of its employees or subcontractors.

Kronos further agrees to indemnify Customer and hold it harmless from and against any and all claims, costs, fees and expenses (including reasonable legal fees actually incurred, which includes the reasonable value of the time of the State Attorney General's Office) directly or indirectly related to, resulting from, or arising out of a violation of Section 4(a) of Section A of this Participating Addendum, entitled Confidential Information. Kronos's obligation to indemnify and hold harmless the State as it relates to a violation of Section 4(a) of Section A of this Participating Addendum, entitled Confidential Information, shall include both third and first party claims. In each case, to the extent the unauthorized disclosure is caused in part by Customer, the damages described above will be apportioned between Kronos and Customer on a comparative fault basis. Customer will only have contributed to such breach if Customer provides Kronos with more personally identifiable data than is required by Kronos in connection with Kronos's provisioning of any Deliverables to the State under this Agreement (i.e., Customer discloses unnecessary and non-requested data).

Kronos's duties as set forth in this Section 16 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department, any Customer, or any other Indemnitee.

Section 17. LIMITATION OF LIABILITY is deleted in its entirety and replaced with the following: Except as otherwise set forth herein, and only to the extent permitted by and not prohibited by applicable laws and regulations, the maximum liability of both the Contractor the State, the Department, or any Customer under this Agreement shall be two times the Contract Value ("Contract Value" is defined as the aggregate total compensation pertaining to the Project to be paid by the State to the Contractor under the entire term of the Agreement, including all renewals and extensions); provided, however, that under no circumstances shall the foregoing limitation apply to:

- (a) Intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or gross negligence of Contractor, its officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors;
 - (b) Claims related to death, bodily injury, or damage to real or personal property;

- (c) Any contractual obligations of the Contractor pertaining to indemnification, intellectual property, liquidated damages, compliance with applicable laws, or confidential information; or
- (d) Claims arising under provisions of the agreement calling for indemnification of the state for third-party claims against the state for bodily injury to persons or for damage to real or tangible personal property caused by the vendor's negligence or willful conduct.

Additionally, neither Contractor, the State, the Department, nor any Customer under this Agreement shall be liable for consequential, incidental, indirect, special, or punitive damages, except to the extent the Contractor's liability for such damages arises out of the items identified in Section 17 "a" to "d."

Nothing in this Agreement, including Section 17, shall: (i) be construed as an admission, assumption or representation by the State that the limitation on Contractor's liability specified in Section 17 is enforceable against the State under applicable law or that the State has the authority to agree to the limitation on Contractor's liability specified in Section 17; or (ii) prevent the State from challenging the enforceability or validity of Section 17.

Kronos shall work with the Department, the State and Customers to provide such reports as are needed or may be requested by the State, the Department or any Customer concerning the Agreement.

Kronos agrees to the following additional provisions as part of the Participating Addendum:

- A. Upon Customer's prior written request, Kronos shall co-term all current licenses and support so that they end annually on December 31.
- B. Provided that the Department continuously maintains the Equipment and Software under support plans with Contractor, Contractor agrees to provide the Department a new discount to purchase Software at a lower rate of 46% off the then-current applicable list price and a new discount to purchase Equipment at a lower rate of 38% off the then-current applicable list price on any new purchases going forward. This will result in licenses being provided to all lowa State agencies at the same discount rate and same resulting cost no matter what quantity is purchased. Notwithstanding the foregoing, if Contractor at any time during the term (including any renewal term) of this Agreement offers or charges a lower price to any other state or federal public agency or governmental entity, then Contractor shall notify the Department and match such lower pricing on all State purchases made under this Agreement so that the State receives the benefit of any lower pricing offered by Contractor to other public agencies or other customers.
- C. Attached as **Exhibit C** is Contractor's Certificate of Liability Insurance. Contractor shall obtain, pay for, and maintain in full force and effect during the Term insurance either consistent with or in excess of, but never less than, the coverages and limits set forth in Exhibit C. On written request by the State, Contractor shall furnish the State with reasonable evidence of its then current insurance coverages. Contractor represents, warrants, and covenants that the State is and shall remain during the Term named as an Additional Insured on all of Contractor's insurance policies listed in Exhibit C.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the Participating Addendum and the Agreement and have caused their duly authorized representatives to execute this Participating Addendum.

Kronos Incorporated	
ву:	Date: april 17, 2019
Name:John O'Brien	,
Chief Revenue Officer	
Title:	
State of lowa (acting by and through the	Department of Administrative Services)
By: fen Winter	Date: April 17, 2019
Name: Ken Discher	, J
Fitle: Purchasing Agant 3	

EXHIBIT A

END USER LICENSE AGREEMENT JBOSS ® ENTERPRISE MIDDLEWARE



PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement ("EULA") governs the use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism.

- 1. License Grant. Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.
- 2. Intellectual Property Rights. The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "JBoss" trademark, "Red Hat" trademark, the individual Program trademarks, and the "Shadowman" logo are registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat's trademarks, regardless of whether they have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replaced all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at http://www.redhat.com/about/corporate/trademark/ before distributing a copy of the Programs.
- 3. Limited Warranty. Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.
- 4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
- 5. Export Control. As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorizations(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

- 6. Third Party Programs. Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at http://www.redhat.com/licenses/thirdparty/eula.html. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
- 7. General. If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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JBoss End User License Agreement

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November 2010

EXHIBIT B

Third Party Hosting Providers Kronos Identifies as Competitors

ADP

Apex Time Solutions

Ceridian

Emerald City Software

Empower

Epicor

Executime

Frontline Technologies

High Line Corporation

Infor

IntelliTime

inTime

JDA Software

NetSuite

NOVAtime

OnShift

Oracle

Paychex

PayChoice

Paycom

Paycor

Sage

SAP

Silver Brook Systems

SumTotal

Sungard

TimeClock Plus

Tyler Technologies

Ultimate Software

Workday

Workforce Software

EXHIBIT C

[Kronos's Certificate of Liability Insurance]

See separate .pdf document attached as part of contract, entitled "Kronos Cert of Liability Insurance"

KRONINC-01

LDUCHARME

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

cn endorsement(s).		
CONTACT Lindsay Ducharme		
E-MAIL ADDRESS. Lindsay.Ducharme@hubinternational.com		
INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURER A: Charter Oak Fire Insurance Company	25615	
INSURER B: Travelers Property Casualty Company of America	25674	
INSURER C: The Travelers Indemnity Company of America	25666	
INSURER D : ACE American Insurance Company	22667	
INSURER E :	-	
INSURER F:	1	
	CONTACT Lindsay Ducharme PHONE (A/C, No, Ext): (978) 661-6617 EADDRESS: Lindsay.Ducharme@hubinternational.com INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Insurance Company INSURER B : Travelers Property Casualty Company of America INSURER C : The Travelers Indemnity Company of America INSURER D : ACE American Insurance Company INSURER E :	

				INCON	LIVI .				
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NSR LTR		TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR		H6300F198831COF18	10/01/2018	10/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
			1	1			MED EXP (Any one person)	\$	10,000
			-		_	il .	PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	Х	POLICY PRO-	4		-	1	PRODUCTS - COMP/OP AGG	\$	2,000,000

00 00 00 OTHER: COMBINED SINGLE LIMIT (Ea accident) В 1,000,000 AUTOMOBILE LIABILITY X ANY AUTO BA3L05406718TEC 10/01/2018 10/01/2019 BODILY INJURY (Per person) \$ OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) \$ HIRED AUTOS ONLY NON-OWNED AUTOS ONLY \$ 5,000,000 X X UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ CUP5K70498418I3 10/01/2018 10/01/2019 5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED X RETENTION\$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE **UB2L98150AI3G** 10/01/2018 10/01/2019 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT Tech E&O/Cyber EON G31324798 001 10/01/2018 | 10/01/2019 2,000,000 H6300F198831COF18 10/01/2018 | 10/01/2019 | "All Risk" Property

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE JANG This Ty

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

HOB International New England		NAMED INSURED Kronos Incorporated 900 Chelmsford Street Lowell, MA 01851	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverage Continued

18-19 Employers Liability (cont'd):

Travelers Indemnity Company

Policy# UB-2L98150Al3G - All States (except CA, MN, MO, NY and monopolistic)

Effective 10/01/18 to 10/01/19

Limits of Liability:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

Charter Oak Fire Insurance Company Policy# UB 2L976039I3G - CA, MN, MO, NY Effective 10/01/18 to 10/01/19

Limits of Liability:

Bodily Injury by Accident \$1,000,000 each accident Bodily Injury by Disease \$1,000,000 policy limit \$1,000,000 each employee

Exhibit D

Documentation Supporting 45 Day Payment Terms

See separate .pdf document attached as part of contract, entitled "Net 45 Payment Terms Signed"

November 10, 2015

Iowa Department of Administrative Services Central Procurement and Fleet Services Enterprise Attn: Ken Discher Hoover Building Level 3 Des Moines, IA 50319-0141

Subject: Net 45 Payment Terms

Ken,

The US Communities contract provides all active member organizations of the purchasing alliance Software discounts of 39% off of the current list price. As an active member of the U.S. Communities alliance, the State of Iowa is entitled to the discount. However, the State of Iowa will receive a 46% discount on all Software, in consideration of the State of Iowa agreeing to 45 day payment terms.

Example: 3000 Timekeeper Licenses

Current List Price = \$177,000 US Communities = \$107,970 State of Iowa = \$95,580 Additional savings = \$12,390

The US Communities contract provides all active member organizations of the purchasing alliance Hardware discounts of 27% off of the current list price on all hardware. As an active member of the U.S. Communities alliance, the State of Iowa is entitled to the discount. However, the State of Iowa will receive a 38% discount on all Software, in consideration of the State of Iowa agreeing to 45 day payment terms.

Example: 100 InTouch Terminals

Current List Price = \$429,500 US Communities = \$313,535 State of Iowa = \$\$266,290 Additional savings = \$47,245

Thank you,

Keith Moran

Senior Sales Executive Kronos Incorporated

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Exhibit E

[Final Proposal]

See .pdf document attached as part of contract. "Kronos Tech Proposal to US Communities – Omnia Partners - Cobb County RFP 18-6390"



U.S. Communities - Cobb County

Workforce Management Systems and Related Products, Services and Solutions 18-6390



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BID SUBMITTAL FORM



SUBMIT BID/PROPOSAL TO: Cobb County Purchasing Department 122 Waddell Street NE

Marietta, GA 30060

BID/PROJECT NUMBER: 18-6390 Request for Proposal

Workforce Management Systems and Related Products, Services and Solutions Cobb County Purchasing Department

DELIVERY DEADLINE: SEPTEMBER 27, 2018 BEFORE 12:00 (NOON) EST (NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Bid Opening Date: September 27, 2018 @ 2:00 P.M. in the Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION: Company name: Kronos Incorporated Brian Coopman Contact name: ___ Company address: 900 Chelmsford Street, Lowell, MA 01851 info@kronos.com E-mail address: Phone number: (978) 250-9800 Fax number: (978) 367-5900 NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION: John O'Brien Chief Revenue Officer (PLEASE PRINT/TYPE) NAME TITLE SIGNATURE OF OFFICER ABOVE: (SUSNATURE) TELEPHONE: (978) 250-9800 (978) 367-5900 BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: Kronos does not offer early payment discounts.

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS) The standard maximum delivery date is 7 - 10 days from order acceptance.

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number 18-6390; is a firm offer, as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178), by the undersigned bidder. This offer shall remain open for acceptance for a period of 90 calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES



Kronos Incorporated 900 Chelmsford St. Lowell, MA 01851

phone +1 978 250 9800 fax +1 978 367 5900 url www.kronos.com

September 27, 2018

U.S. Communities - Cobb County 122 Waddell Street NE Cobb County Purchasing Department Marietta, GA 30060

Subject: Workforce Management Systems and Related Products, Services and Solutions – Kronos Proposal

Dear Cobb County and U.S. Communities Selection Committee,

Enclosed with this letter is Kronos Incorporated's response to the U.S. Communities - Cobb County Workforce Management Systems and Related Products, Services and Solutions RFP.

At Kronos Incorporated, our goal for customer engagements is twofold. First is our commitment to establish a long term trusted advisor relationship with our customers. Secondly and equally as important is ensuring your near-term success and the success of any project which falls under Kronos Incorporated's umbrella. We offer a reliable product suite and experienced resources backed by a strong foundation ready to help your organization achieve its goals outlined in the RFP.

KRONOS INCORPORATED HISTORY AND OVERVIEW

Kronos was founded over 40 years ago on October 31,1977 by MIT alum Mark Ain on the foundation that there had to be an easier way to record employee time. With a team of engineers, Kronos delivered the industry's first patented microprocessor-based time clock in 1979, and has since driven four decades of innovation in the Commonwealth of Massachusetts. In the late 80's, Kronos completed the first of many dealer acquisitions as the company focused on transitioning to a direct sales channel. With strong success in North America, Kronos began to expand internationally. In the late 90's Kronos focused on market leadership and to meet the unique needs of our customers, we verticalized our operations in a major go-to-market strategy shift, developing even deeper industry-specific expertise and product functionality. In 2001, Kronos released the Workforce Central product suite followed in 2002 with the release of the Kronos 4500 time clock. By 2007 Kronos disrupted the workforce management industry, yet again. After many years of being a public company, we went private with a renewed focus on innovation and a heavy investment in mobile, cloud-based solutions. Cloud continued to be the fastest growing part of the business with 90 percent of all new customers choosing cloud solutions.

Today, Kronos is a single-source provider and global leader in workforce management solutions that enable organizations to control labor costs, minimize compliance risk, and improve workforce productivity. Over 35,000 organizations in more than 100 countries - including more than half of the Fortune 1000®, — use Kronos time and attendance, scheduling, absence management, HR and



payroll, hiring, and labor analytics applications. Widely recognized as a market and thought leader in managing the workforce in the cloud, Kronos has unrivaled reach with more than 40 million people using a Kronos solution every day. Due to our continued growth and expansion, we completed our corporate HQ move to Lowell, Massachusetts to a building with state-of-the art technology and amenities aimed to inspire employees. We are proud to employ more than 5,000 "Kronites" in 70 offices and 16 countries around the world. Today, we are recognized by industry analysts as the global leader in workforce management and human capital management.

Kronos is one of the largest employers in Lowell and we intend to bring more than 400 new jobs to Massachusetts over five years as the company continues its aggressive pace of hiring, adding to its workforce of 5,300 Kronites in 70 offices worldwide. In FY2017, Kronos generated \$1.3B in revenue and we are committed to pushing growth and innovation by investing more than 10 percent of total revenue each year into R&D. In fact, R&D investment has topped \$500 million over the last five years alone. On top of innovations that are purpose-built for our customers and the industries they serve, this investment puts a premium on ease-of-use, ease-of-ownership, time to value, pushing intelligent insights to our customers' fingertips, and cloud leadership. Based on our history, how much we invest in innovation, financial stability, and market leadership, Kronos will continue to be successful in a forever changing marketplace.

KRONOS INCORPORATED PROPOSAL

In support of our proposal, Kronos Incorporated has committed a team of industry experts to work with the evaluation team during the procurement process. Please note that this offer to U.S. Communities -Cobb County is valid for 90 days from the date on the cover page of this proposal. In addition, Kronos Incorporated has included one (1) hardcopy of our audited financial statements, separately sealed, and labeled "Confidential" in support of the Financial Statements section of this proposal.

Brian Coopman, Director of Contracts and Procurement, is authorized to clarify and/or negotiate on all aspects on the scope of products and services on behalf of Kronos Incorporated. John O'Brien, Chief Revenue Officer, is authorized to bind Kronos Incorporated to a contract.

Thank you for your time and consideration of Kronos Incorporated's Workforce Dimensions, Workforce Central, and Workforce TeleStaff solutions. Again, we would like to reiterate how excited we are by the prospects of working with U.S. Communities, Cobb County, and all participating agencies. We pledge our commitment to rapidly deploying a successful workforce management solution. Brian Coopman will be your point of contact for this proposal. Should you have any questions or need further explanation. please feel free to contact him directly by telephone at (978) 955-6262 or by email at brian.coopman@kronos.com.

We look forward to working with the U.S. Committee's Selection Committee, County Manager and Board of Directors. If you have any questions, please do not hesitate to contact me at (978) 955-6262 or by email at brian.coopman@Kronos.com.

Sincerely

John O'Brien

Chief Revenue Officer

Kronos Incorporated



SECTION ONE

Executive Summary

Public sector organizations operate under the scrutiny of the public eye, with tight budgets and complex workforce management rules that are designed to ensure quality services are provided at a minimal cost to the taxpayers. Leading these organizations are fiscally responsible individuals who have sworn an oath to uphold the rules that govern and to provide leadership to the public servants who are employed within. As a public sector organization there is no room for error, particularly in the realm of workforce management. Cobb County and U.S. Communities require an experienced and trusted vendor who has proven to provide workforce management solutions and services within the public sector.

THE RIGHT SOLUTION

Kronos is responding to RFP 18-6390 with the understanding that Cobb County and U.S. Communities have a need for a contracting vehicle for workforce management that must fit the needs of a wide variety of public sector/education organizations. In addition to our experience, Kronos has provided details on the proposed solutions, services, and pricing that supports the company's qualifications that Cobb County and U.S. Communities can depend on. We know a thing or two, because we've SEEN a thing or two.

Kronos solutions solve the workforce management requirements presented in the RFP, including the need for time and attendance, scheduling, staffing and reporting. With Kronos you will find:

- A Proven and Trusted Partner: With over 2,000 implementations in the Public Sector, Kronos has an unparalleled track record of success.
- Proven and Versatile Solutions that Minimize Risk for Larger, More Complex Organizations.
- Flexibility and Low Cost for Less Complex Organizations.

Kronos continuously invests in our solutions, so our clients can take advantage of the latest technology platforms, and be assured that their partnership with Kronos will be viable through the technology challenges of the future. Many of our clients have migrated through multiple Kronos platforms over the decades, as well as changes to their supported technologies, upgrades to their other business systems, and emerging standards of security and accessibility.

PUBLIC SECTOR EXPERIENCE

Kronos has been a global leader in workforce management solutions for over 40 years and our public sector customers represent some of our longest-standing customers. To date, Kronos has implemented timekeeping and related solutions in over 2,000 public agencies. Our experience with the public sector spans across Federal, State, Local, and Public Education. These customers vary in size from the small (30 employees) to the large (30,000 employees), proving how scalable and flexible Kronos solutions really are.

Nine years ago Kronos made a significant organizational change in response to our customers' requests to better meet their needs. At that time Kronos reorganized into 5 business units with one of those units comprised of all State, Local, Higher Education, K-12 and Federal organizations. Our customers demanded that we have a company division solely dedicated to the public sector and we



responded. This division now brings unique public sector expertise demonstrated throughout our engagement with customers. This is evident starting with the presales process continuing all the way through to post implementation support.

Kronos offers unique public sector focused solutions in training and change management services designed to recognize the specific challenges that public agencies face in the rollout of software solutions.

FINANCE OPTIONS

Public agencies require flexibility in a product, service, or even payment method. Kronos is committed to these requests. Due to our unique and incredibly solid financial position, Kronos is able to work directly with our clients to provide financial options that are typically unavailable by other vendors. Kronos offers a variety of financial options including back loading finance options, leasing, or evenly distributed payments throughout a defined period of time. Kronos is committed to working with each individual participating agency to find the most cost effective solution that meets your needs.

IN CONCLUSION

Kronos understands the importance of finding the right partner to automate workforce management processes. Don't compromise with a solution that isn't a true fit for the public sector.

RFP ADDENDA

- Kronos acknowledges receipt of Addendum #1, dated September 19, 2018
- Kronos acknowledges receipt of Addendum #2, dated September 24, 2018





purchashig (ecob/county/org-

William J. Jonnnie, Jr., CPTO Purchasing Director

ADDENDUM No. 1

Sealed Bid # 18-6390 Request for Proposal Workforce Management Systems and Related Products, Services and Solutions Cobb County Purchasing Department

Date: September 19, 2018

Page 1 of 7

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

- Minutes, Questions, Clarifications from Pre-Proposal Meeting held on September 11, 2018
- Questions Submitted in Writing
- Sign-In Sheet from Pre-Proposal Meeting

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Kronos Incorporated	September 20, 2018
Company Name	Date
ALO	John O'Brien
Signature	Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.





William J. Jornanie, Jr., CPPO Proofs sing Diarter

ADDENDUM No. 2

Sealed Bid # 18-6390 Request for Proposal Workforce Management Systems and Related Products, Services and Solutions **Cobb County Purchasing Department**

Date: September 24, 2018

Page 1 of 3

The following addendum hereby amends and/or modifies the Proposal Documents and specifications as originally issued for this project. All proposers are subject to the provisions of this Addendum.

This Addendum consists of:

 Questions 	Submitted in V	Vriting		

Receipt of addendum MUST be acknowledged in the submitted proposal. It is the Proposer's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal.

This acknowledgment form must be signed, dated, and included with your submitted proposal

Kronos Incorporated	September 24, 2018
Company Name	Date
230te	John O'Brien
Signature	Please Print Name

All bids must be received before 12:00 (noon) by the Bid Opening date. Bids shall be delivered to Cobb County Purchasing Department, 122 Waddell Street NE, Marietta, GA 30060.



Company Background / Profile

a. Legal name, address, phone number, and website address.

Kronos Incorporated

900 Chelmsford Street

Lowell, MA 01851 (Corporate Headquarters)

Phone: +1 (978) 250-9800

Fax: +1 (978) 367-5900

website: www.kronos.com

b. Date business was established under current name.

Kronos became a corporation on October 31, 1977 (in the Commonwealth of Massachusetts).

c. Size of company including the total number of employees.

Total Employees: 5,453

d. Type of ownership or legal structure of business

Kronos Incorporated, a privately owned Massachusetts company, provides a suite of solutions that help organizations control labor costs and improve productivity. Kronos Incorporated's solutions, which include time and attendance, scheduling, absence management, human resources, payroll, recruiting, and labor analytics, are designed for a wide range of organizations from single-site to large multi-site enterprises.

Kronos Acquisition Corporation (Kronos Acquisition) (fka Seahawk Acquisition) and Seahawk Merger Sub Corporation (Seahawk Merger Sub), a wholly owned subsidiary of Kronos Acquisition, were formed on March 21, 2007 for purposes of acquiring Kronos Incorporated.

Kronos Parent Corporation (fka Seahawk Acquisition Holdings Corporation) was formed on June 5, 2007 and acquired all of the outstanding stock of Kronos Acquisition.

On June 8, 2007, shareholders of Kronos Incorporated approved and adopted the Agreement and Plan of Merger, dated as of March 22, 2007 (the Merger Agreement), by and among Kronos Acquisition, Seahawk Merger Sub and Kronos Incorporated. The acquisition of Kronos Incorporated (the Merger), which was completed on June 11, 2007, was primarily financed by Hellman & Friedman Capital Partners VI, L.P. (H&F) and JMI Equity Fund V, L.P. (JMI), the Company's private equity sponsors. Under the terms of the Merger Agreement, Seahawk Merger Sub was merged with and into Kronos Incorporated, with Kronos Incorporated continuing as the surviving corporation. Upon completion of the Merger, Kronos Incorporated became a wholly owned subsidiary of Kronos Acquisition. See Note 9 for further discussion of the terms of the Merger.



For purposes of the disclosures below, references to "the Predecessor" relate to the accounts of Kronos Incorporated for the period from October 1, 2006 through June 11, 2007 (the Predecessor Period), while references to "the Company" relate to the accounts of Seahawk Merger Sub for the period from March 21, 2007 (inception) through June 11, 2007, and the accounts of Kronos Incorporated for the period from June 12, 2007 through September 30, 2007, and the years ended September 30, 2008 and 2009 (collectively, the Successor Periods).

e. Has the company ever failed to complete work for which a contract was issued? If yes, explain the circumstances.

We cannot respond to this question since we do not track this information and, to a certain extent, such information would be confidential. Customer cancellation, in any event, is rare because of Kronos' excellent track record of successful implementation.

f. Are there any civil or criminal actions pending against the firm or any key personnel related in any way to contracting? If yes, explain in detail. Are there any current unresolved disputes/allegations?

PROPRIETARY AND CONFIDENTIAL - NOT TO BE DISCLOSED TO THIRD PARTIES



g. Has the firm ever been disqualified from working for any public entity? If yes, explain the circumstances.

PROPRIETARY AND CONFIDENTIAL - NOT TO BE DISCLOSED TO THIRD PARTIES





Experience – Attachment B – References



ATTACHMENT B- REFERENCES

Please list five (5) Workforce Management contracts that are representative of your firm's work and services. Public agency contract references are preferred. Referenced projects must have been ongoing for at least one (1) year or completed within the last three (3) years. If additional space is required, provide on a separate sheet.

Reference 1			
Public Agency Name	Cobb County, GA	Phone:	770-528-8712
Contact:	Tara Crisp	Email:	tara.crisp@cobbcounty.org
Title:	Technology Services Mgr, Client Services		
Address:	100 Cherokee St, Ste 520		
	Marietta, GA 30090		
		ust suite of	HCM software and hardware solutions including 69 time clocks
	\$874,000 lifetime HCM investment		
***********	*********	*****	**********
Reference 2			
Public Agency Name	City of Houston	Phone:	832-393-0291
Contact:	Reenie Askew	Email:	reenie.askew@houstontx.gov
Title:	Deputy CIO		
Address:	611 Walker, 9th Floor		
	Houston, TX 77002		
and ongoing professional	400 employees. Full implementation of a rol	bust suite o	of HCM software and hardware solutions to include 259 time clock
*******	************	******	**********
Reference 3			
Public Agency Name	DelKalb County		404-371-3046
Contact:	Melissa Liburd	Email:	msliburd@dekalbcountyga.gov
Title:	Systems Analyst		
Address:	120 West Trinity Place, Room L8		
	Decatur, GA 30030		
Description of service Workforce Central for 8,79 and ongoing professional	50 employees. Full implementation of a rob	ust suite of	HCM software and hardware solutions to include 124 time clocks
	_\$1.7 million lifetime HCM investment	*****	*********



Reference 4

Public Agency Name: Mountain Education Charter High School Phone: 706-219-4664

Becky Allison Contact: Email: becky.allison@mymec.org

Title: Payroll Coordinator

Address: 65 Kenimer St. Cleveland, GA 30528

Description of services provided:

Workforce Ready including ACA Manager for 15 employees including support services and time clock functionality.

Total dollar amount: \$288,000 lifetime HCM investment ******************

Reference 5

Public Agency Name: Ionia County Intermediate School District Phone: 928-537-6011

Contact: Tonya Steinhoff Email: tonyas@show-low.k12.az.us

Title: Payroll / Benefits

Address: 500 West Old Linden Road Show Low, AZ 85901

Description of services provided:

Workforce Ready Timekeeping and Workforce Ready accruals for 250 employees; includes 11 time clocks and professional and support services.

Total dollar amount: \$162,000 lifetime HCM investment



Product Information / Service Capability

PLEASE SEE **SECTION THREE - PRODUCTS, SERVICES AND SOLUTIONS** FOR ADDITIONAL DETAILS.

Kronos is a single-source provider of the following product families:

- Workforce Management Creating best-fit schedules, tracking time and attendance. administering absence and leave, and measuring productivity are vital to managing and retaining a high-performing workforce. Kronos® workforce management solutions are purpose-built for your industry to help you drive business outcomes by engaging your employees, controlling labor costs, increasing productivity, and minimizing compliance risk. Kronos solutions are tailor-made to meet your industry's unique needs with flexible scheduling tools, unmatched absence management and timekeeping capabilities. The powerful reporting tools and analytics features give companies the insight to make strategic decisions. With a Kronos workforce solution, you can manage and engage thousands of employees across multiple locations worldwide with true global enterprise visibility and accountability.
- Human Capital Management To attract and retain top-quality talent today, human resource professionals need an integrated set of tools for managing and nurturing their organizations' most valuable strategic advantage from pre-hire to retire. Powered on a unified platform, the Kronos® human capital management (HCM) solution embraces your entire workforce with endto-end employee lifecycle management. On its common platform, the Kronos HCM solution integrates HR, time and attendance, payroll, scheduling, and more for a streamlined and efficient way to manage and nurture your employees — while giving managers single-source access to real-time employee data for driving productivity, increasing employee engagement, and making more informed business decisions.
- Kronos for State and Local Government Kronos® solutions for state/local government agencies help control labor costs, minimize compliance risk, and maintain accountability and transparency. Designed for your unique needs, our solutions automate and streamline management of attendance and leave policies and provide valuable on-demand visibility, mobile employee self-service, and robust public safety scheduling.
- Kronos for K12 Kronos® for K-12 Education solutions help create time and attendance efficiencies so you spend less time on administrative processes and more time on academics and programs. We help you manage your most critical workforce issues with tools that simplify extraduty time, minimize compliance risk, improve visibility into sub time, and enable data-driven decisions.
- Kronos for Higher Education Kronos® for Higher Education helps you manage professional, union, auxiliary, and student workforces all at the same time. Our automated tools streamline processes and help rein in costs, improve workforce productivity, and maximize budgets — all critical to meeting your missions for student learning, research, and community support.
- Kronos for Public Safety Maintaining adequate staffing levels amid shrinking resources and complex compliance requirements is next to impossible using outdated manual processes.



Kronos® for Fire and EMS and the Kronos Workforce TeleStaff™ automated staffing solution can help your organization schedule more efficiently while controlling labor costs and minimizing compliance risk.

 Kronos for Non-Profits - Kronos® for Nonprofits offers easy-to-use, easy-to-own solutions that help not-for-profit organizations control labor costs, minimize compliance risk, and have quality interactions with their clients and communities. We help you manage costs so you can invest more of your limited funding and resources into supporting your critical services, programs, or important cause.



Kronos offers the following services:

- Implementation services help you get started on the right foot with full discovery, project planning, assessment, system build, certification and testing, and go-live support.
- Cloud services offer you a single point of contact and single bill for software and IT infrastructure. Kronos delivers hosted applications remotely over a Virtual Private Network (VPN) at a fixed price. You can rapidly deploy applications with a reduced upfront cost and without any IT burdens.
- Consulting services include productivity services, technology services, product extensibility services, industry consulting, education consulting, and cloud readiness assessment to help organizations get the most out of their systems after implementation.
- Educational services keep your staff up to date on product developments and provide them with in-depth technical knowledge.
- Support services provide peace of mind throughout your Kronos relationship by keeping your hardware and applications running smoothly.
- Self-help services through the Kronos Community. The Kronos Community helps you make the most of your Kronos solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that includes product support and knowledge base. The Kronos Community allows you to share product ideas, chime in on valuable discussions, and collaborate with an engaged network of peers.
- Customer Success services is our promise to be your advocate and partner. Once we set off on your Kronos cloud journey, our team works to accelerate value at every point. Autopilot isn't our



style, so simply identifying your business goals isn't how we work. Instead, we provide the training, thought leadership, tools, and data you need to cruise a one-way street toward success. We'll be there to give you clear, timely directions — and bring all the right people and resources together at the right time along your route.

a. Include detailed catalogs, descriptive literature, and/or a website address that lists all services and associated items that can be provided by the Proposer under this contract.

Kronos is pleased to provide you with a detailed listing of all of our catalogs and descriptive literature at the following website https://www.kronos.com/us-communities. You can find our services here https://www.kronos.com/kronos-services.

b. Provide detailed information on service capabilities of your offering.

Kronos has wide range of services we offer to our customers. These include:

- Kronos Paragon Implementation Methodology
- The Kronos Community
- Workforce Dimensions Services
- Workforce Ready Services
- Workforce Central and Workforce TeleStaff Services

Kronos Paragon Implementation Methodology

The Kronos Paragon implementation methodology provides a structured approach for project implementation, supported by strong project management and flexible education offerings, it has been created, developed and refined over years of successfully implementing the Kronos Workforce Suite of products. Kronos Paragon is unique because it leverages our experience implementing workforce management. We created proprietary technology that catalogs the knowledge of hundreds of our consultants and proven configurations.

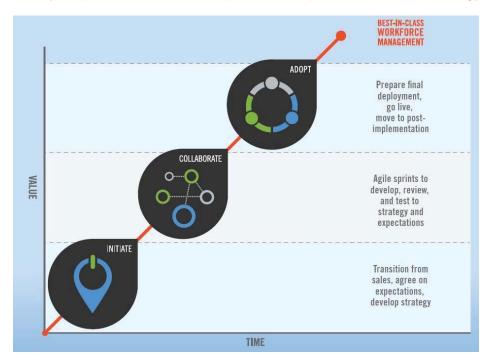
Paragon is unique because of the simple way it accelerates the value you get from your software. We will work online together using a workspace containing all of the project materials and communications needed for the project team. Once your system is setup, Paragon will generate testing scripts which help verify programming quickly. The dynamic documentation tool will develop a complete documentation set any time as needed. When we kickoff the project, we recommend people you'll need for your team, we'll plan your training, we'll write testing scripts and help manage change in your organization. Collaboration happens quickly because you are using the software immediately. Configuration changes are made sooner so you can confirm they are working for your organization. Before you know it, your system will be up and running and you'll be more comfortable using it because you've been learning since the start.

Project Managers and Consultants guide the team through an efficient and proven process by providing assistance during all phases. The core methodology is adaptable and responsive to an individual project's requirements, while still providing relentless repeatability and a consistently high quality Customer experience. The expertise of our people, coupled with their considerable Kronos tenure,



provides you with faster answers and fewer problems, resulting in lower total cost and improved time to value.

Effective education of your workforce is critical to solution acceptance, self-sufficiency, and long-term productivity gains. Our certified Kronos instructors deliver knowledge in many ways so your employees learn how to get the most out of the Kronos solution. Kronos' number one priority is to satisfy the needs of our Customers. That's why throughout the project, we will regularly be assessing your satisfaction level with the implementation process. Are your expectations being met? Are your goals being achieved? Do you feel that all phases of the process are progressing smoothly? We welcome your feedback throughout the engagement. Even if we do not hear from you, we will periodically seek specific feedback on your satisfaction with the implementation's progress. Plus, we will conduct a final implementation survey as part of our efforts to improve our implementation methodology and services.



Initiate Phase

Decades of experience working with similar organizations in your industry and regions help us define an implementation strategy that delivers rapid time to value.

- Engage the project team
- Develop the project plan and deliver the online workspace
- Set goals and success criteria
- Develop strategies for change management, education, and testing
- Confirm customer readiness



Collaborate Phase

Leveraging a proven industry configuration, Kronos Paragon allows for an emphasis on product usage that sets your experience apart.

- Train the project team
- Deliver a recommended industry configuration
- Use agile techniques to refine the configuration to meet your requirements
- Execute accelerated testing to resolve issues
- Generate dynamic documentation

Adopt Phase

When you deploy Workforce Central in the cloud, your organization will realize more effective workforce management and immediate competitive advantage.

- Complete deployment readiness and confirm that all success criteria have been met
- Train end-users
- Finalize production and deployment
- Initiate and support go live
- Transition to post-implementation support
- Complete the Customer Experience survey

Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.

When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.

Please see the Kronos Paragon Fact Sheet in the Additional Information – General Kronos Attachments section of this proposal for further details.



The Kronos Community

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Please see the Kronos Community Fact Sheet in the Additional Information - General Kronos Attachments section of this proposal for further details.

Access to the Kronos Community includes:

- Cases Creating and managing a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- Get Answers Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more. And if you can't find your answer, you can always ask a question for others on the Community to answer.
- Learn Community offers easy access to Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which can help improve compliance with one-stop information on up-to-date law, regulation, and industry trend summaries powered by Wolters Kluwer.
- **Discussions** Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With thousands of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.
- Ideas Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.



Workforce Dimensions Service Capabilities

WORKFORCE DIMENSIONS IMPLEMENTATION SERVICES

Kronos utilizes the proven Paragon implementation methodology described at the beginning of this section for implementation services. With Paragon, we start off on the right path with a strategic plan and insights on best practices that guide you to success. Our team of expert consultants will help you achieve smart value fast with services that help you get the most from your Kronos solution. Once you're live, we're there to make sure you unlock your solution's full value, positioning you to achieve early success and ROI. Our people, our expertise, and our time-proven processes get you up and running fast with a solution that is easily deployed and managed in the cloud. Please refer to *Kronos* Paragon Implementation Methodology detailed at the beginning of this section for details.

WORKFORCE DIMENSIONS CUSTOMER SUCCESS PLANS

Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management. Our three Customer Success Plans offer you the flexibility to choose the success approach that best meets your unique business needs – accelerating value at every point in your customer journey and empowering you with everything you need to succeed. Please see the following datasheets in the Additional Information - Workforce Dimensions Specific Attachments section of this proposal:

- Workforce Dimensions Customer Success Overview
- Workforce Dimensions Customer Success Plans Data Sheet

WORKFORCE DIMENSIONS DEPLOYMENT SERVICES

Get your teams up and running fast with Kronos Paragon — a value-centric deployment approach that leverages iteration and expertise through our skilled consultants and the use of proprietary technologies. Paragon streamlines the deployment of your Kronos solution in the cloud and speeds your time to value, getting a working solution in your hands faster than ever before. And harness the power of data to further accelerate the time to value of your Kronos investment. Our integration services make it easy to share Workforce Dimensions data and streamline successful API integrations across your key business systems.

Please see the following datasheets in the Additional Information - Workforce Dimensions Specific **Attachments** section of this proposal:

- Workforce Dimensions Data Extraction Tool Datasheet
- Workforce Dimensions API Empowerment Services Datasheet



WORKFORCE DIMENSIONS EDUCATIONAL SERVICES

Kronos Educational Services provides individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Receive the right training at the right time and maximize ROI with Kronos KnowledgeMap™ — a progress tracking, online education portal providing anytime, anywhere access to learning and performance support resources — and the opportunity to leverage personalized, instructor-led training. Please see the following datasheet in the Additional Information – Workforce Dimensions Specific Attachments section of this proposal:

Workforce Dimensions Kronos KnowledgeMap

WORKFORCE DIMENSIONS SUPPORT SERVICES

When you need assistance above and beyond what your Customer Success Plan provides, we've got you covered. Protect your Kronos Timeclocks — and your peace of mind — with Equipment Support Services or partner with a Technical Account Manager for dedicated technical support coupled with a deep understanding of your business needs. Please see the Products, Services and Solutions section of this proposal for details on support services. In addition, please read in the following sections:

- Additional Information General Kronos Attachments
 - Kronos Technical Account Manager Datasheet
- Additional Information Workforce Dimensions Specific Attachments
 - **Kronos Equipment Support Services**

WORKFORCE DIMENSIONS ADVISORY SERVICES

Advisory Services offers success-oriented, best practice direction to guide you through your customer journey and achieve continuous value from your solution. Count on industry experts to help drive standardization and global strategy and map a long-range plan for success. Moving to Workforce Dimensions? We're here to help with a smooth migration. Workforce Dimensions Migration Assessment is carefully designed to prepare you for a seamless transition. Please read in the following sections:

- Additional Information General Kronos Attachments
 - A Workforce Management Global Approach Datasheet
- Additional Information Workforce Dimensions Specific Attachments
 - **Workforce Dimensions Migration Assessment Datasheet**



Workforce Ready Services

WORKFORCE READY IMPLEMENTATION SERVICES

Organizations preparing to implement Workforce Ready want to maximize their investment by getting up and running as quickly and efficiently as possible, with minimal disruption to their organization. A well-managed implementation — completed on time and within budget — gets you off to a strong start and lays the foundation for early success. But while process and software functionality are important elements of a successful implementation, our implementation goal is more broadly focused on the ability to reach full, effective user adoption.

Our Time to Value (TtV) Deployment is designed to achieve a fast "time to value" by quickly deploying your core module (TK, HR, PR) functionality to establish your system's foundation and then adding modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources. Achieving this goal requires close collaboration between Kronos and your organization. It starts with a plan designed to ensure that the Workforce Ready solution we deliver meets all your specified requirements. We'll work with you to build an implementation plan that:

- Takes advantage of our TtV deployment model
- Reflects your organization's size, industry, and specific business needs
- Outlines your contributions to project success, including executive sponsorship, project team responsibilities, and resource commitments
- Allows you to manage resource and timeline expectations within your organization
- Incorporates quality checkpoints to ensure your ongoing satisfaction and minimize the risk of missteps or schedule delays

The project plan for your implementation will include specific goals and milestones. These milestones are defined throughout the project, enabling the project manager to review the scope and quality of the project prior to progressing to the next phase of the project. At each milestone, we'll formally ask for your feedback to assess progress.

The remote Kronos team is equipped to help keep you on target for meeting project milestones and requirements, and to help you configure and deploy your Kronos Workforce Ready® solution to meet your organization's specific requirements. Your organization's participation and commitment to the project goals and timeline are critical to help ensure fast TtV.

Please refer to the Workforce Ready sample timeline below:



Plan Phase (weeks 1-4)

- Getting started webinar
- Training sandbox
- · Knowledge Transfer Sales to Service
- E-learning videos/ discovery training
- · Checklist items & deliverables
- · Shared success meeting
- · Project manager introduction
- Kick-off

Build Phase (weeks 7-10)

- System build
- Interfaces (if applicable)
- · Mount & configure time clocks (if being used)
- · Complete e-learning videos
- Attend ILT administrator training
- User Adoption Change Management

Deploy & Support (weeks 13-16)

- Production live signoff & acceptance
- "Go live"
- Employees using Workforce Ready
- · Additional training if needed
- · Process 1st & 2nd Payroll
- · Transition to Kronos Global Support (KGS)



- · Complete discovery process
- Discovery calls
- Discuss goals and success criteria
- Review best practices
- Extract data & provide data imports
- Approve solution design documents

Assess Phase (weeks 4-7)

- · Solution overview
- Testing workshops
- · User acceptance testing (UAT)
- · Conduct Internal Training
- · Dual maintenance
- · Parallel test periods
- Implement additional modules
 - ACA
 - Performance
 - Compensation

Additional Modules

Certify & Test (weeks 10-13)

* Your Workforce Ready Implementation time line may vary from this sample time line depending on the products purchased.

After signing with Kronos you will move from our Sales to our Service Department through a series of internal knowledge transfer calls between our Service and Sales departments. The meetings are geared towards bringing our Service team up to speed on your account and prevent us from having to ask you the same questions in the Service engagement that we did during the Sales engagement. A Kronos Project Manager and Implementation Consultant (may be multiple Consultants depending on the product mix purchased) are assigned to your account and the implementation process begins. Kronos uses a proven five-phase approach to our implementations.

Workforce Ready Implementation Phase 1

The first phase is a Planning phase which consists setting the stage and expectations for the upcoming implementation. It is during this time that the initial project timeline will be established. High-level goals of the Planning phase:

- Introduce the members of both Kronos and Customer Project Teams
- Provide access to your training sandbox
- Review and set the correct expectations of the project
- Complete checklist items for gathering your required documents
- Provide an overview of the implementation process



Workforce Ready Implementation Phase 2

The second phase is the Assessment phase. During this phase you and your Kronos Implementation Consultant will work together to document your pay policies. It is crucial that you attend all meetings complete any documentation required. High-level goals of the Assessment phase are:

- Review and document business policies
- Review and document interface specifications
- Identify and mitigate potential risks
- Establish tentative project plan and Go Live date
- Sign-off on discovery documents

Workforce Ready Implementation Phase 3

The third phase is the Solution Build phase. During this phase your Implementation Consultant will configure your system based on the information provided during the Assessment phase. Your Consultant(s) will conduct most of the configuration during this phase. However, you should be available to answer questions and attend meetings during this phase if your Consultant has any questions. During this time your team will be required to attend Instructor-Led Administrator training on specific functions of the Workforce Ready solution. High-level goals of the Solution Build phase are:

- Configure the Workforce Ready system with the information gathered during the Assessment phrase
- Complete Instructor-Led Administrator training
- Unit testing of the system
- User Adoption and Change Management strategy
- Certify the solution

Workforce Ready Implementation Phase 4

The fourth phase is the Testing and Training phase. Testing is a critical step to achieving a successful implementation. Your Implementation Consultant will unit test your system based on the information gathered during the Assessment phase. However, it is your responsibility to complete additional testing to ensure that the documented policies and automation are working as expected. High level goals of the Testing and Training phase are as follows:

- Conduct training for administrators and managers
- Client testing of the system
- Clock training and biometric enrollment (if applicable)
- System cutover planning



Workforce Ready Implementation Phase 5 (Final Phase)

The final phase is the Go Live phase. During the Go Live phase you will start using Workforce Ready to capture time for your upcoming payroll. The project team will stay engaged for two additional pay periods once you are live on the solution. High-level goals of the Go Live phase are:

- Ensure clocks are online and collecting data
- Ensure employees and managers are using Workforce Ready
- Finalize remaining training for employees and managers
- Process a live payroll

After completing all five phases and a successful payroll run we will conduct a transition call from our Service department to our Support department to help transition your account from Service to Support department.

Please see the following datasheets in the Additional Information – Workforce Ready Specific **Attachments** section of this proposal:

Getting Started with Kronos Workforce Ready Implementation Services Fact Sheet

WORKFORCE READY SUPPORT SERVICES

Hosting support is available 24 hours a day, 7 days a week, 365 days per year. Kronos Global Support (KGS) Workforce Ready technical Support Services provides the answers and assistance you need, complementing your existing resources and continually expanding the value you receive from your Kronos system. Support Services are available to help every area of your organization achieve optimal software and hardware productivity and peak performance for improved bottom-line results. Please see the **Products**, **Services and Solutions** section of this proposal for details on support services.

WORKFORCE READY EDUCATIONAL SERVICES

Tap into My Learning, an online portal with demonstrations, hands-on practice simulations, and job aids, to ensure you're making the most of your Workforce Ready investment. Accessed directly through the Workforce Ready interface, My Learning helps employees begin to use Workforce Ready quickly and consistently. Use it to onboard new hires, assist with employee transitions to management roles, stay current on product enhancements, and more. Keep your professional certifications current by attending classes and seminars available through our professional affiliations.



Workforce Central and Workforce TeleStaff Specific Services

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF IMPLEMENTATION SERVICES

Kronos utilizes the proven Paragon implementation methodology described at the beginning of this section for implementation services. One of the most important steps in helping you achieve rapid value from your workforce management solution is starting with a smooth implementation — to get you and your teams up and running fast! From our proprietary Kronos Paragon™ application implementation methodology, and simplified cloud deployment for fast and easy upgrades, to advanced testing options to help ensure immediate success. Our online project work space, dynamically created documentation, and accelerated testing speed your time to value. Please refer to Kronos Paragon Implementation Methodology detailed at the beginning of this section for details.

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF SUPPORT SERVICES

Enjoy peace of mind throughout your Kronos relationship thanks to comprehensive, award-winning customer support designed to deliver value to every facet of your organization, not just IT. Kronos Support Services provides software and equipment support online or on the phone when you need it. With a variety of support options available, you get the level of support your team needs to ensure your applications run at optimal performance. Please see the Products, Services and Solutions section of this proposal for details on support services. In addition, please refer to the following section:

- Workforce Central and Workforce TeleStaff Specific Attachments
 - **Kronos Support Services at a Glance Technical Datasheet**

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF EDUCATIONAL SERVICES

You've invested in a workforce management solution — and Kronos Educational Services is here to help you make the most of it. As your education partner, we provide individualized, role-based learning that supports user acceptance, delivers employee-specific training, and maximizes solution success and ROI within your organization.

WORKFORCE CENTRAL AND WORKFORCE TELESTAFF ADVISORY SERVICES

With over 40 years of workforce management expertise, we're here with best practices insight to support your workforce management journey. Count on our expertise to lead you down the best path toward efficiency and help build a strategy that will ensure you're getting continuous value from your Kronos system. Please see the following datasheet in the Additional Information - General Kronos Attachments section of this proposal:

A Workforce Management Global Approach Datasheet



c. Complete the Statement of Work Questionnaire in Attachment A. Attachment A - Statement of Work Questionnaire

1.0 DATA COLLECTION

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



14	Employee requests for time off at the data collection terminal shall be validated against their real-time balances at the point of entry.	X	
15	To accommodate heavy use periods, employee self-service transactions can be restricted by terminal, terminal group, or time of day for any terminal.	X	
16	Data collection terminals shall be configurable to provide only services and functions that may be unique to the workforce at the terminal location.	X	
17	Employee self-service capabilities shall be available on a PC, kiosk, cellular device, tablet application or through standard web browsers.	X	
18	The solution shall provide support for a system administrator to control functional access by employees. Employees shall only be presented with those functions to which they have access, according to their role and	X	
19	The solution shall provide the ability to view immediately the outcome of the rules processing on the time entry web based time card.	X	
20	The system shall provide for real time alerts to timekeeping exceptions, such as approaching overtime, minor rules violations.	X	
21	Employee self-service transactions, such as punching in or out, allocating labor to tasks or grants, approving timesheets, self-scheduling, and PTO requests must be available through provided mobile solution.	X	
22	Manager transactions, such as approving employee timesheets, reviewing exceptions, and approving leave time must be available through provided mobile solution.	X	
23	The system must provide for GPS and record the location at which an employee enters a transaction into the mobile solution.	X	
24	The system must provide for the designation of zones for mobile transactions and assign those zones to employees according to their work locations.	X	

SECTION 1.0 NARRATIVE

The InTouch terminals work with the Workforce Dimensions, Workforce Ready, and Workforce Central solutions.

Workforce InTouch

The Kronos InTouch terminal supports bar code, magnetic stripe and proximity cards as well as integrated biometric verification or identification. The InTouch can be operated in online and real-time communication or automatically switch to offline modes. All collected transactions are verified before they are erased from clock memory. Punch transactions (shift, meal, break, etc.) can be rounded to any



even increment of an hour. Schedule restrictions can prevent unauthorized punch attempts by employees whom are too early or late or are not scheduled. Clock assignments will prevent employees from being able to punch at terminals for which they are not assigned. Supervisors can be given access to the InTouch to perform overrides of the default system rules.

The InTouch supports department transfers so that employees can change which department, job or work rule they will be working in for that shift. Employees are also given a complete array of employee self-service activities such as viewing and approving their timecard, reviewing punch entries, schedules and accrual balances. Employees can also perform time off requests through their employee self service options. These requests are validated against the employees work rules at the point of entry.

In addition to the Kronos InTouch, employees can access these same functions via a PC, kiosk, cellular phone, tablet application or through a standard web browser. Access control can be configured so that employees are only given the access to specific modes of access and only certain functions within each of these modes of access.

All data is processed in real-time so punch transactions which may result in overtime are calculated immediately. Alerts to exceptions or to potential overtime are also generated in real-time and sent to managers and/or employees as such.

Please see the following datasheet in the *Additional Information – General Kronos Attachments* section of this proposal:

Kronos InTouch





2.0 PAY POLICY ENFORCEMENT AND TIME EVALUATION

	Requirement	Y	N
1	Pay rules shall be completely parameter driven and easy to set-up, change, and track without recourse to special programming or other technical skills.	X	
2	The system shall provide for the configuration of an unlimited number of pay rules.	X	
3	The solution shall provide the ability to update user-defined rules and have the changes reflected immediately for time entry and processing.	X	
4	The solution shall provide the ability to define pay rules at the employee or group level.	X	
5	The solution shall provide the ability to apply rules online at the point of entry, such as activity transfers, job transfers and other changes of status that would result in a different rate or type of pay.	X	
6	The solution must provide the ability to manage multiple FLSA overtime periods for employee groups. For instance, hourly employees have a weekly 40 overtime FLSA period, and public safety employees have a 28- day FLSA period.	X	
7	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' scheduled hours and criteria that is established within the system (e.g. rules based).	X	
8	The solution shall provide the ability to automatically calculate overtime and other premiums based on the employees' actual hours and criteria established within the system (e.g. rules based).	X	
9	The solution shall provide the ability to automatically calculate premiums based on a comparison of the employee's scheduled hours vs. the actual hours worked, and criteria established within the system (e.g. rules based)	X	
10	The solution shall provide the ability to calculate Shift Differential automatically based on the time of day an employee works.	X	
11	The solution must calculate Comp in lieu of overtime at employee or manager discretion, and maintain Comp in lieu of overtime balances for use as PTO by the employee.	X	



The solution shall support configurable pay periods for weekly, biweekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes shall be seamlessly supported in a single database. The solution shall include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid. The solution shall 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) shall be automatically enforced. The solution shall provide the ability to enter both hours, days, and amounts for pay codes. The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed. The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run. The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time. The system shall support different pay rules for each job or department. The system shall allow for the configuration of an employee's probationary period and different leave availability based on probationary status.				
The solution shall include configurable periods by shift for meal and breaks in accordance with state and federal law whether paid or non-paid. The solution shall 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) shall be automatically enforced. The solution shall provide the ability to enter both hours, days, and amounts for pay codes. The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed. The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run. The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time. The system shall support different pay rules for each job or department. The system shall allow for the configuration of an employee's probationary period and different leave availability based on	12	biweekly, semi-monthly and monthly periods. Multiple pay periods for different employee classes shall be seamlessly supported in a single	X	
and apply special rules for hours worked on a holiday. Eligibility rules for holiday pay (work scheduled day before and after, for example) shall be automatically enforced. The solution shall provide the ability to enter both hours, days, and amounts for pay codes. The system shall provide the ability to perform multiple overtime calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of duty performed. The system shall provide for retroactive pay period adjustments. Those retroactive adjustments can be paid in current pay period or special check run. The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time. The system shall support different pay rules for each job or department. The system shall allow for the configuration of an employee's probationary period and different leave availability based on	13	breaks in accordance with state and federal law whether paid or non-	X	
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retroactive adjustments can be paid in current pay period or special check run. The system shall allow manager edits, adds, and deletes of any previous pay period data until a predetermined cut-off time. The system shall support different pay rules for each job or department. The system shall allow for the configuration of an employee's probationary period and different leave availability based on	16	calculations based on rules built into the system. Overtime calculations will take into account start and stop times, scheduled hours, type of	X	
pay period data until a predetermined cut-off time. The system shall support different pay rules for each job or department. The system shall allow for the configuration of an employee's probationary period and different leave availability based on	17	retroactive adjustments can be paid in current pay period or special	X	
The system shall allow for the configuration of an employee's probationary period and different leave availability based on	18		X	
probationary period and different leave availability based on	19	The system shall support different pay rules for each job or department.	X	
	20	probationary period and different leave availability based on	X	

SECTION 2.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.

Workforce Dimensions

Labor is your organization's most valuable asset and its most controllable expense. Yet many organizations still rely on manual, semi-automated, or disparate systems to track employee time and attendance. A time clock solution that simply tracks employee punches is only the first step, not the final destination, on the way to reducing payroll inflation and manual errors.



Kronos enables you to track, manage, and control employee time and attendance for uncompromised workforce management. Our time-tracking software, working in tandem with our data collection devices, allows you to:

- Control labor costs with a consistent application of work and pay rules
- Minimize compliance risk by enforcing and tracking complex compliance requirements such as FLSA, ACA, and union rules
- Improve workforce productivity by reducing manual and timely administrative tasks, freeing your staff for more value-added activities

Kronos makes easy work of the tedious tasks involved with monitoring employee time and attendance with these simple-to-use features:

- Configurable Rules Engine: complete automation and enforcement of complex work and pay rules.
- Proactive Email and SMS Alerts: Real-time notification of information requiring immediate action, such as an employee is approaching overtime.
- Accurate Time Records: Centralized policy management helps accurately and consistently enforce complex compliance requirements such as FLSA and ACA, with a complete audit trail.
- Transformation of granular time and attendance data into high-quality information allowing managers make fast decisions that could affect payroll, such as adjusting staffing levels as an example.
- A convenient, online application that lets employees submit their own time-off requests and demographic changes.
- Employee management software providing managers easy access to employee information from profile to performance history.

Workforce Ready

Workforce Ready Time Keeping gives you the information and automation tools you need, when you need them. You can streamline time tracking with automated collection of time and attendance information. Automate the conversion of worked hours to payroll. And enforce your pay and work rules.

- Track and manage your true labor costs with flexible pay rules that you determine
- Maintain compliance and payroll accuracy with timecard management
- Manage exceptions early/late arrivals, absences, long or missed breaks, overtime, or missed punches

Absence management built in. With Accrual management, information such as eligibility, tenure, hours worked is readily available. Accruals are seamlessly synchronized with Workforce Ready HR and Workforce Ready Payroll. Employees and managers can use self-service to automate time-off requests and communicate openly.



Track rates. Workforce Ready tracks rates across locations, regions, and global. Multipliers for special rate conditions and effective dating help you assess the impact of changes before running payroll.

Reports. Create reports using advanced filtering or custom columns. Check projections by viewing budgeted vs. actual hours worked, while including billable and non-billable rates. Share freely with exports to just about any format you want.

Workforce Central

Specifically, Workforce Central utilizes parameter driven configuration for which to create all of the setup parameters. There is no limit to the number of rules which can be configured within the application. Updating of these parameters will prompt a real-time re-processing of these rules.

- Rules can be configured and assigned to an individual employee or to a group of employees and can be different for each job or department. All transactions performed within the application are done at the point of entry and in real-time fashion.
- Rule parameters for pay policies such as overtime, pay premiums and shift differentials can be calculated in a multitude of means such as hours in a day, hours in a week, hours outside of an employee's schedule, worked performed in a specific department or work performed in a specific job. Pay periods can be of any length and type. There is no limit to the number of pay period types which can be configured in a single database.
- Holiday pay is calculated using days configured in a holiday table which predefines all of the holidays within an organization. If an employee works on a configured holiday, special pay practices will be initiated should eligibility requirements be met. Meals and breaks can be configured in accordance with local, state and federal pay policies.
- Timecard entries for pay code transactions can be performed in both hours and amounts of time (full day, half day, etc). Retroactive pay code adjustments can be made by users with the correct access. The system can be configured to allow manager edits, adds and deletes of any previous pay period data until a predetermined cut-off time. Historical pay adjustments can be enabled to give the ability to adjust or correct time entries paid in previous pay periods. An employee's probationary status can be checked prior to any request for leave.



3.0 FAMILY MEDICAL LEAVE ACT

	Question	Υ	N
1	The solution must include baseline configurations of all current FMLA and state leave policies. Such configurations must be easily modified to support our implementations of these policies.	X	
2	The system must be able to determine an employee's FMLA eligibility.	X	
3	The system must track FMLA used and FMLA available.	X	
4	The solution must determine eligibility for all leave polices for which an employee is eligible for a given event, for instance, FMLA and state mandated medical leave. These policies must be applied concurrently.	X	
5	The solution must manage both paid and unpaid time concurrently.	X	
6	Cascading pay code assignments for leave cases must happen automatically and include unpaid leave. For example, Sick must be drawn down to 8 hours, then Vacation drawn down to 40 hours, then unpaid leave applied as needed to fill the leave period.	X	
7	The system shall send notification to the employee about FMLA requirements.	X	
8	The system must support all the definitions of yearly calculations allowed by the Department of Labor.	X	
9	The solution must alert leave administrators when there is a potential FMLA qualifying absence, e.g. when three sick days in a row are taken by an employee.	X	
10	The solution must 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. Intermittent leave time must be deducted from the Employee FMLA eligibility.	X	
11	Approved leave time, including all paid and unpaid codes, must be inserted into employee schedule and time card in real time.	X	

SECTION 3.0 FMLA NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.



Workforce Dimensions

Workforce Dimensions can automate and streamline the application of your leave policies — no matter how complex — so you can enforce rules consistently and control the costs, risks, and productivity effects associated with employee absenteeism and leave.

Kronos Workforce Dimensions Leave standardizes and streamlines the administration and enforcement of organizational, local, state, and federal leave policies, including the Family and Medical Leave Act (FMLA), for which noncompliance can put your organization at risk for costly fines and lawsuits. The solution allows you to control the abuse of intermittent leave time. This proven and configurable solution eliminates error-prone manual tasks so you can maintain current, accurate, and consistent employee leave records.

Kronos Workforce Dimensions Leave automatically enforces FMLA and other organizational, local, state, and federal leave policies so nothing is left to chance. The solution makes it easy to configure standardized, rule-driven procedures for submitting, approving, and executing employee leave requests to help ensure fair, objective determination of employee eligibility and entitlement. What's more, ondemand access to accurate, up-to-date leave data is complemented by a detailed audit trail that speeds and simplifies compliance reporting.

Eliminate tedious manual tasks and minimize leave impact: Kronos Workforce Dimensions Leave automates the leave of absence process, thereby reducing the risk of errors, boosting productivity, and minimizing compliance risk. The solution can automate processes such as requesting a leave of absence, checking eligibility, generating documentation, sending notification reminders, and following up. Instantly generate leave-related documents such as the Certificate of the Healthcare Provider and the Rights and Responsibilities forms. It automatically tracks, manages, and calculates accruals and submits leave of absence requests — all based on your organizational policies. You can also track both paid and unpaid time concurrently. If an employee is not covered under FMLA, Kronos Workforce Dimensions Leave gives the information needed to have the interactive conversation with the employee on his or her other leave options, such as Americans with Disabilities Act and company leave. Plus, real-time alerts provide managers with the granular information they need to take action on leave of absence requests, including intermittent leave, and plans for necessary coverage to maintain productivity.

Workforce Ready

Workforce Ready Leave is a comprehensive FMLA tool which enables HR and benefits administrators to approve and track all types of leave requests. Eligibility checks are performed based on the employee's FMLA history and work hours. Once FMLA is granted, it is tracked for continuous or intermittent usage as well as availability for future leave options. FMLA events can run concurrent with non-FMLA events to determine paid leave versus unpaid leave availability. DOL documents are automatically generated based on the type of request.

Workforce Central

Kronos Workforce Central Leave is a comprehensive FMLA tool which enables HR and benefits administrators to approve and track all types of leave requests. Eligibility checks are performed based on the employee's FMLA history and work hours. Once FMLA is granted, it is tracked for continuous or intermittent usage as well as availability for future leave options. FMLA events can run concurrent with



non-FMLA events to determine paid leave versus unpaid leave availability. Notifications are sent out at to leave status, FMLA document requirements and due dates as well as impending certification requirements. All types of yearly calculations calendars as allowed by the Department of Labor can be configured.



3.0 APPROVALS

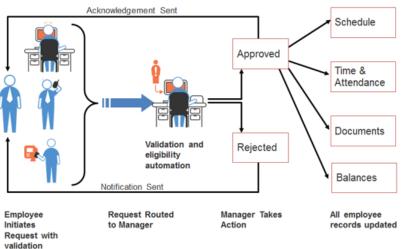
	Requirement	Y	N
1	The system shall provide the ability for employees to approve their timesheets. This approval shall be available within employee self service and the data collection terminals	X	
2	System shall allow for user defined text to accompany employee approvals for the purpose of attestation to timecard contents.	X	
3	The system shall provide the ability for Managers/Supervisors to view employee timesheets that require approval (both summary and detailed level).	X	
4	The system shall provide the ability for Managers/Supervisors to approve the employee's leave/attendance time.	X	
5	The system shall provide ability to define a set of comments used to annotate manual changes and other edits of employee records.	X	
6	Comments shall be part of exception reporting capability within the solution.	X	
7	Free form notes can be attached to any comment to provide more detail associated with the manual change.	X	
8	The system shall provide the ability for an employee to acknowledge their time card if a change has been made by their supervisor or payroll (i.e. added, edited, and deleted items).	X	
9	The system shall provide the ability for a Manager to submit modified time cards without the employee's acknowledgement.	X	
10	The system shall provide an electronic signature for employees to approve their timesheets.	X	
11	The system shall provide an electronic signature for managers to approve time cards for payroll processing.	X	
12	The system shall provide for a pay period lock function for use by payroll to prevent further timecard edits by supervisors or employees.	X	
13	The system must include the capability for managers to delegate their authority on a temporary basis, so the designated delegate may approve all employee transactions.	X	
14	A complete audit trail of all manager approvals must be available for review and reporting, including approvals performed by designated delegates.	X	



SECTION 3.0 APPROVALS NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.

Time Off Request Workflow



Workforce Dimensions

Within Workforce Dimensions, timesheet approval processes are configurable to meet the unique requirements of each organization. Most commonly, the levels of timecard approvals is as follows:

- Employee approval optional employees can be given access to approve their own timesheets through any one of a number of methods as defined in Section 1.0: Data Collection above. When the employee approves their timecard using a pc, InTouch terminal, or mobile, it becomes locked to them. You can optionally allow the employee to remove the approval for corrections, and then approve again.
- Manager Approval optional but a Best Practice when the manager approves a timecard it becomes locked to the employee, and depending upon your configuration desired can optionally lock to other managers. Sometimes this is not desired if employees work for multiple managers and each manager is responsible for approving the time worked under them. Manager approvals can be removed if you want to allow that for corrections and then approving again before the Sign Off is done.
- Sign Off typically done by the payroll processor and this locks the timecard to everyone. This like the approvals can be reversed if desired with authorization. Sign Off effectively tells the system it doesn't need to calculate this timecards pay period any long and is a Best Practice for performance reasons since it stops unnecessary recalculations.
- Payroll Lock typically done by payroll processors and this is non reversible. Once payroll lock is done, Historical Corrections can no longer be done to the Payroll Locked time frame.



Workforce Ready

Just like Workforce Central, employees can be given access to approve their own timesheets through any one of a number of methods as defined in **Section 1.0: Data Collection** above.

- Employees can also be prompted with user defined text while attesting to and electronically signing their own timecards.
- Managers can be alerted to and then view employee timesheets which require approval. Managers can then electronically approve an employee's leave and/or attendance time.
- Comments with free form text fields can be chosen from a predefined list to denote manual changes made to exceptions within an employee time record.
- Employees can request changes to their timecard to their managers
- Employees can be automatically alerted to and acknowledge changes to their timecards after their approval. Managers can also submit timecards without an employee's acknowledgement.

System administrators can periodically lock historical pay periods to prevent further timecard edits by managers or employees.

Workforce Central

Employees can be given access to approve their own timesheets through any one of a number of methods as defined in **Section 1.0: Data Collection** above.

- Employees can also be prompted with user defined text while attesting to and electronically signing their own timecards.
- Managers can be alerted to and then view employee timesheets which require approval. Managers can then electronically approve an employee's leave and/or attendance time.
- Comments with free form text fields can be chosen from a predefined list to denote manual changes made to exceptions within an employee time record.
- Employees can be automatically alerted to and acknowledge changes to their timecards after their approval. Managers can also submit timecards without an employee's acknowledgement.
- System administrators can periodically lock historical pay periods to prevent further timecard edits by managers or employees.



5.0 TIME CARD EDITS

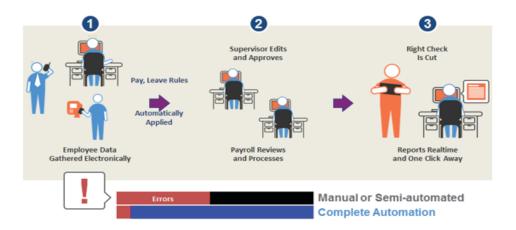
	Requirement	Y	N
1	The system shall provide the ability to adjust or correct time entries captured in the current period, but not yet paid.	X	
2	The system shall provide the ability to easily navigate from the error report to the time card to make edits.	X	
3	The system shall provide the ability to define default time entries for earnings, hours, holiday data, and labor distributions and the ability to override and make changes to this default information.	X	
5	The system shall provide a report that details prior period adjustments and corrections.	X	
6	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.	X	
7	Recalculate all totals immediately after a value is changed.	X	
8	All historical employee time and attendance information, including any adjustments, shall be available online for audit or review purposes.	X	
9	Allow historical time/attendance edits by the payroll administrators.	X	
10	Allow manager to make edits that impact a large group of employees.	X	
11	Support pay or leave incentives based on user-defined conditions.	X	
12	Support floating holidays and multiple work calendars.	X	

SECTION 5.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can manage the requirements within this section.



Complete Automation Eliminates Errors – Immediate Savings



Workforce Dimensions

Kronos Workforce Dimensions enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.

The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to payroll. The Workforce Central rules engine will automatically recalculate totals after any data element is modified. Historical pay period adjustments can be limited to payroll administrators. Group edit functionality can be given to managers or payroll administrators to enable them to enter data for large groups of employees. The system supports the configuration of pay and leave incentives for specific groups of employees as well as the configuration of floating holiday accruals and different work calendars.

Workforce Ready

Workforce Ready enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.

The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to



payroll. The Workforce Ready rules engine will automatically recalculate totals after any data element is modified.

Workforce Central

Kronos Workforce Central enables the ability to adjust or correct time entries captured in the current period but not yet paid. It does this by identifying exceptions or deviations to timecard rules and alerting managers through online error reports. Managers can click on the exception and the system will take them to the area of the timecard which requires editing. Default entries can be configured so that earnings, hours, holiday data and labor transfers are pre-populated but can also be easily modified by users with the correct functional access privileges.

The Timecard Audit Trail report will detail all prior period adjustments and corrections. All edits are also available within the timecard audit tab. Manager edits can be prevented after data has been sent to payroll. The Workforce Central rules engine will automatically recalculate totals after any data element is modified. Historical pay period adjustments can be limited to payroll administrators. Group edit functionality can be given to managers or payroll administrators to enable them to enter data for large groups of employees. The system supports the configuration of pay and leave incentives for specific groups of employees as well as the configuration of floating holiday accruals and different work calendars.



6.0 INTERACTIVE VIEWS AND NAVIGATION

	Requirement	Y	N
1	The system shall provide interactive exception and summary views for common tasks or processes with the capability to drill down on specific employee's records.	X	
2	The system shall provide the ability to perform actions on employee data within the interactive views, such as edits to timecards and schedules, based on security level of requestor.	X	
3	The system shall provide the ability for the user to configure the interactive views with user-defined columns and selection criteria.	X	
4	The system shall provide flexible sort capability within the interactive views.	X	
5	The system shall provide the ability to multi-select employees within the interactive view and perform group edits.	X	
6	The system shall provide the ability to configure interactive views for manager and assign a default view based on manager role.	X	

SECTION 6.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage the requirements within this section.

Workforce Dimensions

Kronos Workforce Dimensions has a dynamic user interface, providing configurable tiles to the user specifically designed for ease of use and flexibility. The application has a responsive design providing full functionality and an optimized user interface for all devices (browser, smartphone and tablet), allowing all users to work in their preferred way. Each role within the organization has access to the most typical GUI based on actions and information needed (e.g. manager, salaried employee, blue collar employee, admin, planning manager, etc.). Employees can change the look and feel to see the information most relevant to them. Page tiles can be easily moved and anchored.

Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. Embedded real-time analytics provides managers with instant access to their data with visualizations to help the understand their department and business. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs.

THE INSIGHT YOU NEED — WHEN YOU NEED IT.

 Dataviews – Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled



down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.

- Actionable insights Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
- Real-time KPIs Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization's performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.
- Embedded analytics Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

Workforce Ready

Easy to define dashboards are used in Workforce Ready for employee, managers and administrators. Dashboard can be modified by the user or locked down so standard views would be deployed to the workforce. Using the existing security mangers would only have visibility to the employee information within their department.

Dashboards can include exceptions, reports, graphs, external urls, hyperlinks, quicklinks to other parts of the application, on premise views, time off requests, ACA summary and more.

Workforce Central

For navigation, Kronos provides a tool called "The Navigator" that provides a user-friendly interface for users. It enables guided decision making for managers and users of Kronos Workforce Central. It provides interactive exception and summary views for common tasks such as timecard exceptions (missing punches, unexcused absences) and prompts the manager to drill down into these exceptions for immediate correction. Navigator views can be leveraged for timecard and scheduling functions and will follow the security level of the requestor. Users can configure these interactive views with their own specific user-defined columns. Group edit functionality can allow users with the correct functional access to perform multi-select edits on large groups of employees. Users can then sort on these columns.



7.0 SCHEDULING

	Requirement	Y	N
1	The system shall have the ability to schedule employees with variable work schedules down to the quarter hour.	X	
2	The system shall allow employees to see schedules online, through mobile, or at data collection terminals.	X	
3	The system shall allow for the scheduling of employees for specific activities or projects.	X	
4	The system shall send out an automatic email notification if a change has been made that impacts the employee's work schedule within the next 72 hours.	X	
5	The system shall allow managers or administrators the ability to add or change an entire work group's schedule online and make the changes visible in real time.	X	
6	The system shall be able to assign work locations as well as work schedules that may be variable and change frequently.	X	
7	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.	X	
	The following requirements are specific to roster-based scheduling for public safety and other applications.		
8	System shall provide an integrated telephony system that accommodates inbound and outbound communication that includes: user leave requests and overtime signup, messaging, overtime offers, and the ability for supervisors to approve leave requests.	X	
9	The system must allow the agency to create and edit business rules to govern all scheduling and leave issues applicable to full and part-time personnel in multiple collective bargaining contracts.	X	
10	The system must allow user-defined and editable business rules to govern leave policies, set schedules, set staffing levels, fill vacancies, handle offduty work schedules, call out for specialty units, and other types of circumstances that impact scheduling.	X	
11	The system must provide employees and managers full functionality access to their schedules and the ability to expedite work tasks via the web and mobile devices.	X	
12	The system must allow employees to submit time-off requests via telephone, email, mobile device, tablet, and web.	X	
13	System shall provide each employee a graphical and user-friendly scheduling calendar that reflects: Working schedule Time off Paydays Shift trades Holidays FLSA Overtime opportunities	X	



14	System shall create customizable working assignments and schedules up to at least a year in advance.	X	
15	System must accommodate user-defined simple and complex rotational assignments comprised of differing start times and working days.	X	
16	The system must send an employee or group of employees a voice or electronic message, with receipt confirmation.	X	
17	The system shall enable employees to initiate and complete shift trades, ensuring proper specialty and rank coverage.	X	
18	The system must provide the ability for employees to sign up for additional work, including shift work and special events.	X	
19	System must provide a daily staffing roster that accommodates: Staffing by shift 6 organizational levels Special unit and event deployments	X	
20	The system must provide real-time view of past, present, and future scheduling data and other relevant staffing details.	X	
21	The system must allow detailed constraints for each code such as advance notice or supervisor approval.	X	
22	System roster must enable the emergency deployment and scheduling of units with qualified personnel in accordance to department scheduling rules and procedures.	X	
23	System roster must enable authorized users to fill vacancies in accordance to department policy and procedures.	X	
24	The system must have an alert system that reacts to vacancies caused by work exceptions and identify the appropriate replacement personnel.	X	
25	The system must ensure employees cannot work more hours than allowed by law. For example, an employee who worked over 18 hours in a day (both regular and overtime) can be flagged and denied additional work.	X	



26	The system must administer and track forced overtime in accordance to organization scheduling policies.	X	
27	The system must consider differences in staffing policies based on the type of position to be staffed. For example, the system must qualify, sort, and contact employees in order for a position that requires the employee to hold a training certification.	X	
28	The system must isolate and manage the scheduling of multiple institutions whose staffing and employee management rules and procedures differ.	X	
29	The system must allow both approval and denial of requests or shift trades, including notification of these statuses.	X	
30	The system must provide a full reportable audit of all edits, employee contacts for overtime offers, rules application to fill vacancies, and all other scheduling events.	X	
31	System must call qualified employees for vacant positions, including overtime positions, over the telephone without human intervention. This automatic call out can be interrupted by qualified user.	X	
32	The system provides a flexible and configurable bidding module that can manage multiple bid methods within the same organization.	X	
33	System provides the ability to manage leave bidding using a consistent method based upon union rules/compensation contracts.	X	
34	System provides the ability to manage assignment bidding using a consistent method based upon union rules/compensation contracts.	X	
35	System directly and seamlessly updates the results of the bidding process into the schedules and rosters of the system.	X	
36	When awarding leave and assignments based within a bidding environment, the system can take into consideration variables such as: Seniority rules Employee's specialty and/or rank Maximum allowable number off in each specialty	X	
37	The system must integrate with third-party CAD and RMS solutions.	X	



38	The system must integrate with the proposed time and labor management solutions.	X	
39	The system must support the export of payroll data, staffing information, assignment information, and user login information.	X	
40	The system must provide standard reporting, and allow custom report development	X	
41	The system must include standard FEMA reporting	X	

SECTION 7.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage requirements 1-3 and 5-7 within this section. Workforce TeleStaff can manage requirements 1-7.

Workforce Dimensions

Workforce Dimensions Scheduling gives managers the tools and information they need to accurately and intelligently plan and manage employee schedules. Employees can view their schedules, and any recent updates to it, from any one of the data collection options described in Section 1.0: Data Collection above. Workforce Scheduler's powerful scheduling engine takes into account anticipated demand based on historical trends and creates schedules that automatically adjust your labor to meet that demand. This proven solution takes the guesswork out of scheduling by appropriately analyzing employee attributes - employee availability, seniority, skills and certifications, labor laws, and organization policies - to ensure schedules are created with the right balance of skill, experience and cost.

Workforce Ready

Workforce Ready gives managers the flexibility to easily schedule their employees with variable work schedules down to the quarter hour. Employees can view their schedules, and any recent updates to it, from any one of the data collection options described in Section 1.0: Data Collection above. Schedules can be setup to staff employees into specific activities or projects. Approved time off request will automatically appear in the schedule so no conflict will occur.

Workforce Central

Workforce Central gives managers the flexibility to easily schedule their employees with variable work schedules down to the quarter hour or even down to the minute. Employees can view their schedules,



and any recent updates to it, from any one of the data collection options described in Section 1.0: Data **Collection** above. Schedules can be setup to staff employees into specific activities or projects.

Group schedules can be modified wholesale or in piece by using the schedule editor functions. These changes can be referenced in real-time by employees and managers. Schedules can contain work locations and can be easily modified as these locations change. Workforce Central's notifications engine will enable employees to request time off, validate that request on the point of entry, notify managers of the request and automatically notify employees of the time off decision.

Workforce TeleStaff

Kronos Workforce TeleStaff provides Police, Fire, EMS, and Corrections with a public safety scheduling solution that truly redefines the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems that plague operations.

Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, TeleStaff is able to automate workforce management processes - allowing command staff, employees, first responders and other critical resources to divert their attention to their mission critical work at hand. Using Workforce TeleStaff, any changes to an employee's schedule can be automatically emailed to that employee. These notifications can be configured so that employees are notified if the change occurs within the next 72 hours of the shift which was modified.

Workforce TeleStaff has been a trusted public safety scheduling and notification solution since 1997. As the industry leader, there are nearly 1,000 public safety customers to date across state, local, and federal markets that use Workforce TeleStaff.

Please note for item 12 above, time off requests can be submitted via mobile device, tablet and web in all solutions. Within Workforce Dimensions, paid time off requests can also be initiated through email via the Outlook plug in.

Please see the following datasheets in the Additional Information - Workforce Central and Workforce TeleStaff Specific Attachments section of this proposal:

- Kronos Workforce TeleStaff for Fire-Rescue and EMS
- Kronos Workforce TeleStaff for Law Enforcement



8.0 MISCELLANEOUS AND REPORTING

	Requirement	Y	N
1	The system shall support changes in government regulations which occur over time.	X	
2	The system shall be compatible with Microsoft Outlook and common web browsers.	X	
3	The system shall permit employees to request time off and provide a vehicle to notify employees of time off decisions.	X	
4	The system shall provide email notifications when time cards are due, need review, or are approved. The system shall send reminders if time card tasks are not performed in a timely manner.	X	
5	The system shall track absences, tardies, or leave for review by managers.	X	
6	The system shall provide an on-premise report to show a list of all employees in case of emergency, weather event, etc.	X	
7	The system shall include analytics capabilities to show employee workforce trends (absences, perfect attendance, etc.) metrics.	X	
8	The analytics capabilities must include pre-built metrics for workforce management, including metrics for absenteeism, accruals, actual hours and costs, projected hours and costs, punch transaction compliance, attendance, overtime, scheduled hours and cost, grant appropriation initial allocation and % used, and leave balances. Please supply a list of all standard metrics included.	X	
9	Thresholds must be able to be defined for all metrics, and conditional formatting applied to highlight those performance measures outside of the organizational standard.	X	
10	The analytics solution must include prebuilt dashboards and reports to provide detailed information about workforce performance, including absenteeism, overtime, productivity, and leave liability. Please supply a list of all included analytics reports.	X	
11	Information from other systems must be able to be imported into the analytics solution and reported against labor metrics.	X	
12	Reports can be exported in multiple formats such as Word, Excel, or PDF. The system shall provide a bank of popular or saved searches.	X	
13	The system shall allow managers to assign task codes to employees to ease time entry and ensure time is charged to the correct tasks (i.e. attending a training session).	X	
14	The system shall allow searches on multiple criteria such as type of leave, task code, work group, location, or FMLA.	X	
15	The system shall be able to support employees working in multiple jobs or departments during a pay cycle.	X	



16	The workforce management system must have an integration framework to facilitate integration with HR, Payroll, Financials, Asset Management, and other business solutions.	X	
17	The solution must include documented APIs to facilitate the integration of data and processes through web services and other methods.	X	
18	The solution must include a standard configurable integration tool that provides for the extraction, transformation, and formatting of data required for the workforce management system and other business systems.	X	
19	This integration tool must include pre-built templates for common business systems, with the flexibility to modify those templates easily.	X	
20	The system shall provide a mechanism to automatically update employee's work location, title, assigned job, or rate of pay when changes are made to the HR system.	X	
21	The system shall be able to produce exceptions reports, workers comp reports, FML reports, overtime reports, and unpaid leave reports. Reports can be exported into multiple formats and separated by date range, employee work group, location pay code, or status.	X	
22	The system shall be able to support single sign-on capabilities and interface with the agency's password and username scheme.	X	
23	The system shall allow system administrators the ability to override system policies.	X	

SECTION 8.0 NARRATIVE

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready solutions can all manage the requirements within this section.

Workforce Dimensions

Turn information into insight in seconds with embedded analytics. Through the Kronos D5 platform, Workforce Dimensions lets you access all your data and offers powerful tools for real-time visualization and reporting. Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. They can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports. Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.



EMBEDDED ANALYTICS STREAMLINES DATA INTERACTIONS.

Gaining timely access to workforce information that provides valuable business insights can be difficult when legacy systems restrict access to data and its reporting. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting.

THE INSIGHT YOU NEED — WHEN YOU NEED IT.

- Dataviews Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.
- Actionable insights Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
- Real-time KPIs Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization's performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.
- Embedded analytics Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

UNPRECEDENTED BUSINESS INSIGHT MADE POSSIBLE BY INDUSTRY-FIRST TECHNOLOGY.

When your existing systems can't provide the data access and reporting capabilities you need for deeper business insights and better business outcomes, Workforce Dimensions delivers.

- Control labor costs Dataviews provide real-time access to operational data and data-science solutions help address key workforce challenges
- Minimize compliance risk Easily identify the source of problems and build in business-critical KPIs using the KPI Builder
- Improve workforce productivity Ad-hoc reporting capabilities simplify data access and Dataview drilldowns make analysis easy



At Kronos, we understand that your Workforce Dimensions solution needs to seamlessly integrate with critical business systems and data across the enterprise. To that end, we built our D5 platform to speed and simplify integration using:

- Best-in-breed integration technology: Workforce Dimensions leverages Dell Boomi, a modern, scalable IPaaS platform that supports all your application integration processes — between cloud platforms, software-as-a-service applications, and on-premise systems. Dell Boomi supports common transport methods and a wide variety of enterprise integration scenarios while providing universal translation capabilities for non-standard data formats.
- Flexible integration options: While traditional SFTP and batch-based integrations are available, the Dell Boomi platform supports API-enabled integration processes to facilitate real-time data access as well as hybrid integration approaches.
- An integrated experience: The Dell Boomi platform is fully integrated into the Kronos user experience, enabling authorized users within customer organizations to schedule and execute integration processes within the familiar Workforce Dimensions interface

All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.

Please see the following datasheet in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions and Analytic.li Datashet

Workforce Ready

The Workforce Ready application utilizes an open SQL command based reporting tool to allow for a range of dates reporting, single date reporting and a variety of other date options. There are criteria parameters associated with each of the 50 +Standard Reports. All reports can be easily modified or changed and exported to csv, html, pdf, or xls output formats.

Some of these features are:

- Over 50+ Built-in, Standard reports.
- Create custom/ad hoc reports.
- Export to 5 Formats (CSV, Excel, PDF, HTML, XML).
- Daily Email Summary Report.
- Report Saving & Sharing with Quick Link access.
- In/Out Dot Board(On Premise View).
- · Exception reporting.
- Time off calendar.
- Dynamic, Drill-down capabilities.
- Security profile settings for defining access.



Permanent, detailed audit trail.

Please see the following datasheet in the Additional Information - Workforce Ready Specific **Attachments** section of this proposal:

Workforce Ready People Analytics Fact Sheet

Workforce Central

The Kronos Customer Portal can automatically alert to changes in government regulations which may affect work and leave policies. Kronos Workforce Central can be configured to be in compliance with these regulations.

Workforce Central is compatible with any SMTP-compliant mail service which includes Microsoft Exchange/Outlook. Workforce Central also supports a wide variety of web browsers.

Using Workforce Integration Manager (WIM), data can be easily exported or imported using a wide array of disparate means. Employee demographics data (work location, title, assigned job, rate of pay, etc) is automatically transmitted using WIM. Payroll data is also extracted using WIM.WIM can also be leveraged for other systems. One example of this is with substitute tracking applications. Substitute staffing data and teacher sick calls can be imported into the Workforce Central database to ensure a single repository of such information.

Additional features include:

- Email notifications and reporting can be automatically sent out to employees and managers for a variety of reasons such as when time card approvals are due or overdue.
- The system tracks all absences, tardies and leaves for managerial review.
- Workforce Analytics provides the ability to extract, transform and load data related to any number of metrics.
- Analytic dashboards can be designed to show a correlation between increasing student test scores and decreasing teacher absenteeism rates.
- The system ships with 120-160 preconfigured RDLC reports.
- Reports can be exportable in multiple formats such as Microsoft Word, Excel or PDF formats. A favorite report list can also be configured by the individual user so that their most popular reports and saved searches can be accessed easily.

In the same manner as tracking activities and projects, the system can track time spent on certain tasks such as time spent doing training. Employees can work in more than one job or perform more than one task during a particular pay cycle. Hyperfinds are user generated queries which enable users to easily create, save and run searches using Boolean logic. These gueries can enable users to run searches and filter employees on specific criteria such as leave status, pay status, task code, work group, etc.

The Kronos Professional Services team will setup a separate environment to test all system functions (work and pay rules, integration points, UI access) prior to going live. This test system can remain in



place after go live to conduct additional testing going forward. Workforce Central supports single sign on via Active Directory or LDAP. While there isn't a spell check function, other basic text editing features are available within Workforce Central. Users can perform cut/copy/paste functions throughout the application and in freeform text fields, word wrap functionality is omnipresent.

Since Workforce Central processes transactions in real-time, on-premise reporting is accurate and upto-the-minute. If a manager or administrator needs to see a list of who is currently punched into work, the On-Premise report is an interactive screen which will show which employees are here and who has yet to show up. Contact information columns can also be included on the On Premises list so that the manager have all of the necessary information to get in touch with an employee should they need to.

Please see the following datasheet in the Additional Information - Workforce Central and Workforce TeleStaff Specific Attachments section of this proposal:

Workforce Central HRMS Reporting



9.0 PROFESSIONAL SERVICES

	Requirement	Y	N
1	The selected vendor's implementation methodology shall include a pre-configured model of the Workforce Management solution(s) based on best practice recommendations that will be leveraged at the start of a project when beginning the assessment phase.	X	
2	The selected vendor's pre-configured working model shall have the ability to be modified during the requirements gathering sessions to capture customer requirements "on the fly".	X	
3	The pre-configured working model of the Workforce Management solution(s) shall contain best practices industry specific configurations, including standard pay policies, schedule rules, leave policies, workflows, user profiles and other configurations.	X	
4	The selected vendor's implementation methodology shall include an online tool that the project teams can access throughout the lifecycle of an implementation that provides project updates, communication, online feedback, and serves as a repository for all project documentation.	X	
5	The selected vendor shall provide recommended best practice test cases and scenarios that are specific to identified solutions within the Workforce Management application.	X	
6	The selected vendor shall provide an online test tool that can be leveraged by customer's team members in completing their testing phase of the implementation lifecycle.	X	
7	The selected vendor shall provide the ability to automate standard Workforce Management solution test cases. This automation shall include the ability to populate punches, punch data and provide the expected outcomes automatically, thus reducing manual input.	X	
8	The selected vendor's Workforce Management training is delivered online in a virtual live training class	X	
9	The selected vendor's Workforce Management training is delivered as self-paced thru training content downloadable by the customer	X	
10	The selected vendor, as part of the implementation methodology, shall provide Change Management and User Adoption templates and/or job aids using best practice recommendations.	X	

SECTION 9.0 NARRATIVE

Please see the **PRODUCTS**, **SERVICES AND SOLUTIONS** section of this proposal for additional details on our services.



THE KRONOS CUSTOMER FIRST CULTURE IS BUILT ON A SET OF PRINCIPLES DESIGNED TO DELIVER THE **EXPERIENCE YOU EXPECT.**

Because every organization is different, Kronos crafts implementation plans that accommodate your specific infrastructure and resources which accommodates your unique needs, and facilitates the success of your project. We have provided complete details and supporting information on our implementation and support processes within our response.

MEASURING COMPANY SATISFACTION

Kronos uses Satmetrix, an independent third-party company, to conduct web-based satisfaction surveys of customers who have Kronos service contracts or who have purchased Kronos professional services. Kronos also uses Convergys to complete surveys during implementations. Six surveys are conducted on a regular basis:

- Customer Satisfaction Test Milestone / mid implementation
- Customer Satisfaction at the end of Implementation
- Customer Satisfaction with Education Service
- Customer Satisfaction with Software Support
- Customer Satisfaction with Time Clock Support
- Annual Customer Relationship Survey

SUPERIOR CUSTOMER SERVICE

For the 18th consecutive year, Kronos was recognized by Omega Management Group Corp. with its NorthFace ScoreBoard Award. Kronos has been honored with the NorthFace ScoreBoard Award from Omega Management Group Corp. for delivering excellence in customer service supporting human capital management (HCM) and workforce management solutions. This is the 18th consecutive year Kronos has received the NorthFace ScoreBoard Award, making it one of just two organizations to receive the award each year since it was introduced in 2000.

Presented by the Customer Relationship Management Institute LLC1 (CRMI), the award is presented to organizations that far exceed customer expectations in areas such as technical support, customer service, account management, and professional services. Organizations that participate in the NorthFace ScoreBoard Award are rated solely by their own customers for performance during the preceding calendar year. Kronos is one of just two organizations internationally to be recognized for 18 consecutive years.

Kronos customers rated Kronos Global Support 94 percent or higher in multiple categories, including:

- Overall professionalism: 99 percent
- Customer education: 99 percent
- Understanding customer problems: 98 percent
- Equipment support: 98 percent
- Providing effective solutions: 98 percent



- Support responsiveness: 97 percent
- Post-implementation experience: 94 percent
- Overall Kronos experience: 94 percent

Kronos uses a differentiated Knowledge-Centered Support (KCS) model, which processes support cases faster and with a higher level of expertise while also allowing support engineers to spend more time with customers. The average tenure of Kronos Global Support representatives more than doubles the industry average for business and technical service support representatives.

To complement exceptional services delivered by the Kronos Global Support team, the Kronos Community also provides a thriving online customer community with tools and resources to maximize their Kronos solution and tap into educational resources, remote customer support, case management, and groups to share best practices and network with peers.



Cost

a. Complete the Discount by Category in Attachment C. Rates provided shall be not-to-exceed rates or shall be tiered by spend.

Please see Attachment C - Cost Proposal below.

b. Complete the Sample Project Pricing in Attachment C. The pricing for the sample project shall reflect the rates provided in the Discount by Category.

Please see Attachment C - Cost Proposal below.

c. Volume Discounts or Rebates - Include any volume discounts or rebates available to Participating Public Agencies (such as prompt pay discounts, etc.).

Please see Attachment C - Cost Proposal below.



ATTACHMENT C - COST PROPOSAL

COST PROPOSAL FORM

SECTION A Discount by Category

DESCRIPTION OF PRODUCT/SERVICE	Disco	ount %	
	*EE = Employee Count		
	Discounts		
Software			
Discount for Workforce Dimensions	<2,499ee	2,500-4,999ee	>5,000ee
Workforce Dimensions	%	%	%
Discount for Workforce Ready	All EF	Counts	
Workforce Ready	9/	ó	
Tiered Discounts for Workforce Central/Telestaff (SaaS)	<2,499ee*	2,500-4,999ee	>5,000ee
Workforce Central	%	%	%
Telestaff	%	%	%
Teletime	%	%	%
Tiered Discounts for Workforce Central/Telestaff (Perpetual)	<4,999ee*	5,000- 9,999ee	>10,000ee
Workforce Central	%	%	%
Workforce Telestaff	%	%	%
Workforce Timelink	%	%	%
Aspect Voxeo Core (plus 1% discount on Monthly Usage)	%	%	%
Discount for Workforce Teletime (Perpetual)	All EF	Counts	
Workforce Teletime	9	6	
Discount for Hardware (Discounts are based on # of Terminals per transaction)	1-24 Terminals	24-49 Terminals	50 + Terminals
Hardware/Hardware Options (Purchase and Rental)	%	%	%
Professional Services	9		
Premium Success Offering and Client Partnership Services	0%		
Training	0%		
Cloud Hosting Services	0%		
Maintenance	Software	Hardware	
Annual Support/Maintenance Year 1	Gold Support: Included Platinum Support: Included	Depot Exchang Depot Repair \$/	
Annual Support/Maintenance Year 2	Gold Support: % of SW selling price Platinum Support:	Year 1 Plus %	2 01111111111



	% of SW selling price	
Annual Support/Maintenance Year 3	Year 2 Plus %	Year 2 Plus %
Annual Support/Maintenance Year 4	Year 3 Plus %	Year 3 Plus %
Annual Support/Maintenance Year 5	Year 4 Plus %	Year 4 Plus %
Discounts for volume (i.e. price breaks for number of employees, etc.)	To be discussed during contract negotiations	
Any additional pricing incentives, discounts or rebates such as for large volume purchases, bundled services, etc.)		

The Remainder of this page is intentionally left blank.



COST PROPOSAL FORM (CONT'D)

SECTION B Sample Pricing Scenario

Provide itemized costs for all items necessary to perform work in the Sample Pricing Scenario described below.

DESCRIPTION OF PRODUCT/SERVICE	COST
(Insert additional lines as appropriate to adequately itemize all	costs.)
Software	
5,000 Workforce Dimensions Hourly Timekeeping (Standard License)	\$300,000 Annually
5,000 Workforce Dimensions Leave (Standard License)	\$60,000 Annually
Hardware	
5 – KRONOS INTOUCH H4 Standard Enclosure, with Bar Code Badge Reader	\$13,121.75
Implementation	\$250,000
Training	\$31,185
Training (daily rate)	
Other Costs:	
Maintenance for Hardware Year 1 (Depot Exchange)	\$1,425
Total	\$655,731.75

- 1. Travel expenses will be charge separately as per our proposed terms; and
- 2. Payment methods and terms are set out in the proposed terms and conditions provided in the Technical Proposal.



Sample Pricing Scenario

BACKGROUND DESCRIPTION: A County has 5000 employees with 50 locations/buildings.

IT technicians service five locations each. With no physical base location, they report directly to one of their five service areas, and will typically report to 3-5 of these locations. These employees shall be able to report, or "clock-in" and "clock-out" from multiple work locations within the County. They shall be able to tend to related HR functions, such as request leave and verify pay period attendance from multiple locations.

Purpose: The objective is to determine the feasibility of using a third party system as a Time and Attendance solution that will satisfy the needs of this County. We are seeking a complete solution that will both accommodate and improve upon our business processes.



Financial Statements

a. Financial Statement: Include the most recent, independently certified financial statement. Financial statements must include a balance sheet and income statement.

Kronos is very proud of our long track record of financial performance and are well positioned financially to continue to invest in our products to better service our customers.

Kronos has been in business for over 40 years, focused solely on assisting entities with their workforce management. Through 2007, Kronos was a publicly traded company on the NASDAQ stock exchange and were second only to Microsoft for the longest track record of profitable revenue growth (-20 years) among all publically traded software companies. In 2007, Kronos went private through a leveraged buyout led by the top tier private equity firm of Hellman & Friedman. It is very important to note that since going private we have continued to grow our revenues to over \$ in our most recent fiscal year that ended on September 30, 2017. This is while also increasing our investment in product development each year including over \$ in our most recent fiscal year, FY2017. Kronos invests in R&D across all products and industries. We do not track percentage of R&D by product/industry.

Below is a breakdown of company revenue for the past three years:

 FY 2017: \$ Revenue FY 2016: \$ Revenue FY 2015: \$ Revenue

In summary, Kronos has grown our revenues, profitability and cash flows while increasing our investments in product development as a private company through a very challenging economic period. This pattern of financial performance demonstrates the depth of our financial position.

In support of this requirement, Kronos has included one (1) hardcopy of our most recent audited financial statements, sealed in a separate envelope marked as "Confidential." Please refer to this envelope for details.

b. Name and address of firm preparing the attached financial statement.

Ernst & Young LLP

200 Clarendon Street, Boston, MA 02116

c. State whether the Proposer has ever had a bankruptcy petition filed in its name, voluntarily or involuntarily. If yes, specify all relevant details.

Kronos has not filed for bankruptcy or insolvency.



SECTION TWO

Substitutions

Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

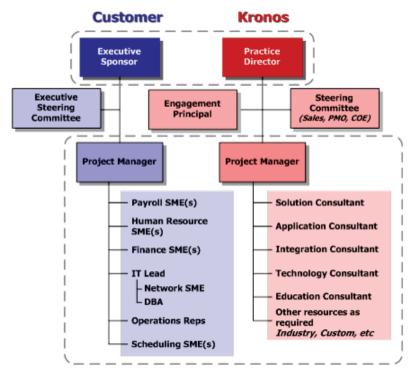
Kronos proposal is made with the intention of negotiating the Master Purchase Agreement which will incorporated Kronos commercial terms and condition applicable to the proposed products. Please find attached Kronos proposed Commercial Terms and Conditions in:

- Additional Information Kronos Terms and Conditions Contract
- Additional Information Kronos Terms and Conditions Contract Workforce Ready, Payroll



Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.



Workforce Dimensions Project Team

Workforce Dimensions onboarding team members have earned a wide range of technical and security certifications, which prove they have amassed the experience and mastered the skills needed to deliver reliable, high-performance cloud hosting services. These Workforce Dimensions onboarding teams are comprised of project managers who guide your project to successful completion, and consultants with extensive knowledge of Kronos® products, technology, and best practices. The expertise of our people, coupled with their considerable Kronos® tenure, provides you with faster answers and fewer problems, resulting in lower total cost. We provide consultants with a diverse set of skills, certifications, and affiliations. Certification is based on many factors, including product knowledge and proficiency, years of experience, diversity of concluded projects, communication skills, and analytical aptitude. The combination of these factors ensures that our teams of Kronos® professionals are always qualified for their respective roles on your project.

 Project Managers – These consultants are the foundation of each onboarding engagement. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management Professional), SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified).



- Kronos Consultants Our team of seasoned professionals is integral to analyzing and designing your system, imparting best practices that enable you to recognize the most value from your solution. Certifications include: MCSE (Microsoft Certified Systems Engineer), CCNP (Cisco Certified Network Professional), and American Payroll Association's FPC (Fundamental Payroll Certified), and specializing in web architecture, Java, and XML languages.
- Industry Consultants These vertical industry experts have years of extensive experience in your specific marketplace (healthcare, retail, manufacturing, etc.). They utilize their expertise to analyze and develop comprehensive operational processes, performance metrics, and impact planning for your organization's frontline labor management operation. They draw from their vast tenure in your vertical market to provide best-practice and change-management guidance to translate your strategies into optimized enterprise processes. They have an average of 15-35 years' experience in the vertical market.

Workforce Ready Project Team

Workforce Ready implementation team members are remote and have earned a wide range of technical and security certifications, which prove they have amassed the experience and mastered the skills needed to deliver reliable, high-performance cloud hosting services.

The Workforce Ready implementation teams comprise of project managers who guide your project to successful completion, and implementation consultants with extensive knowledge of Kronos products, technology, and best practices. The expertise of our people, coupled with their considerable Kronos® tenure, provides you with faster answers and fewer problems, resulting in lower total cost. We provide implementation consultants with a diverse set of skills, certifications, and affiliations. Certification is based on many factors, including product knowledge and proficiency, years of experience, diversity of concluded projects, communication skills, and analytical aptitude.

The combination of these factors ensures that our teams of Kronos® professionals are always qualified for their respective roles on your project.

- Project managers These consultants are the foundation of each implementation. They ensure your project is optimally coordinated and executed by following our proven methodology. Their skill sets are exemplified by the certifications they hold: PMP certification (Project Management Professional), SPHR certification (Senior Professional in Human Resources), and American Payroll Association's FPC (Fundamental Payroll Certified).
- Implementation consultant Our team of seasoned professionals is integral to analyzing and configuring your system, imparting best practices that enable you to recognize the most value from your system with automation and process efficiencies. Our team are Subject Matter Experts (SME's) within Human Resources, Payroll and Workforce Management.
- Integration consultant This team specializes in specialize in application interfacing solutions, VB scripts, application programming interfaces (APIs,) and JSON/XML languages and Dell Boomi. They design and development, connectivity with 3rd party applications, and play an important role in establishing a stable environment for your Kronos® solution.



• Trainers - This team of tenure instructional designers and trainers design and development all course content within the WFR application in the "My Learning" section, which is e-learning. They also conduct ILT administrative level training remotely and training around user adoption on the WFR platform.

Workforce Central and Workforce TeleStaff Project Teams

Depending on the final scope, the Kronos project team may consist of the following Kronos personnel.

Title	Evnerience
Title	Experience
Practice Manager	Responsible for Customer's overall satisfaction with the Kronos Project Team, ensuring that quality resources as well as quality processes and standards are applied to each task.
Project Manager	 Collaborates with the Customer PM to align the desired project outcomes, producing key results related to the customer's critical business needs
	 Facilitates business process dialogue and ensures the Kronos solution will meet the customer success criteria (along with Solution Consultant)
	 Monitors the project throughout its life cycle – including scope management, change control, issue management, risk management, quality management, resource management, communication management, financial management and schedule management.
	 Provides regular project status updates on the items above via the Kronos Project Workbook, which includes the Project Dashboard, Schedule, Timeline, Issues Log, Risk Management Log, Communication Plan and a Change Request Log
	 Ensures change requests, risks, issues, or concerns are communicated to the Customer Project Manager and escalated as necessary.
	The Kronos Project Manager is the primary contact for the Customer's implementation project team.
Kronos Consultant	Utilizes their industry experience and domain knowledge to guide and facilitate discussions resulting in an in-depth analysis of customer requirements
Integration Consultant	Facilitates discussions to collect interface design requirements Configures and tests interfaces
Cloud Build Manager	Builds and manages access to the cloud environments for development and production.
Customer Success Manager	Acts as customer advocate and overall relationship manager for Kronos. Works to ensure customer has a consistent and satisfying experience with Kronos. Provides central point of contact for customer after project is completed.
Technology Consultant	Builds the technical components based on the agreed upon processes and procedures Ensures optimal performance of the Kronos application
Education Consultant / Training Specialist	Kronos certified instructors have the knowledge and certifications to guarantee you the best learning experience. Throughout a training course, the training specialist leads attendees through content presentations, guided exercises and individual practice exercises to increase an attendee's proficiency with the Kronos solution.



EXHIBIT A – Contractor Affidavit



CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A)

This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.

By executing this affidavit, the undersigned contractor verifies compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

588665	August 6, 2012
EEV (E-Verify) Program Number	EEV Program Date of Authorization
13001	Kronos Incorporated
BY: Authorized Officer or Agent	Contractor Business Name
[Contractor Name]	
John O'Brien	September 17, 2018
Printed Name	Date
DEBORAH L. HENDERSON	018' Effective 09-20-2013 34
Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires	34



Kronos Incorporated Proposal in response to U.S. Communities - Cobb County Workforce Management Systems and Related Products, Services and Solutions ea Products, Services and Solutions

This form is not applicable to Kronos Incorporated

SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- Notify the County within five business days of entering into a contract or agreement for hire (1) with any subcontractor(s):
- (2)Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4)Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- Maintain records of such compliance and provide a copy of each such verification to Cobb (5)County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- Maintain such records for a period of five (5) years. (6)

EEV (E-Verify) Program Number	EEV Program Date of Authorization
N/A	
BY: Authorized Officer or Agent [Subcontractor Name]	Subcontractor Business Name
Printed Name	Date
SWORN AND SUBSCRIBED BEFORE ME ON THIS THE DAY OF, 201	L
Notary Public Commission Expires:	
Effec	ctive 09-20-2013



Kronos Incorporated Proposal in response to U.S. Communities - Cobb County Workforce Management Systems and Related Products, Services and Solutions

IMMIGRATION COMPLIANCE CERTIFICATION

(Required to be completed by Contractors and all Subcontractors) (EXHIBIT A-2)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

Workforce Management Systems and Related Products, Services and Solutions

	(Project Name	PDescription)
Brian Coopman	Pat Bennett Kristen James	Jennifer Dowd Laura Morrison
Linda Misegadis		
employees his We have not remployees lis If we receive above, we wil I have confirm of my knowle To the best of authorized to If any other er for said emplo	program was used to verify the after the effective date received a Final Nonconfirmation of the after the effective date received a Final Nonconfirmation of the effective date. It immediately terminate the effect where the effective date is a securated by the effective date of the effective date. The effective date is assigned to this effective date of the employee of the employe	by the employment eligibility of each of the above-listed of our contract to use the program; mation response from E-Verify for any of the esponse from E-Verify for any of the employees listed at employee's involvement with the project. file for every employee listed above and that to the best e. all of the employees on the above list are legally a Cobb County project, a certification will be provided commencing work on the project.
Sworn to-by:		Employer Name & Address:
Signature of Officer		Kronos Incorporated
John O'Brien / Chief Revenue Printed Name/Title	e Officer	900 Chelmsford Street
September 24, 2018		Lowell, MA 01851
SWORN AND SUBSCRIBED ON THIS THE 4 DAY OF	BEFORE ME Septimber, 2018	E-Verify Number: 588665
Notary Public Commission Expires: 1/30/2	/	
DEBORAH L. HENDERSO	Tective 0	9-20-2013



Kronos Incorporated Proposal in response to U.S. Communities - Cobb County Workforce Management Systems and Related Products, Services and Solutions red Products, Services and Solutions

EXHIBIT B – Disadvantaged Business Enterprises (DBE) Form



Not Applicable to Kronos Incorporated

XXXVIII. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

http://www.dot.state.ga.us/eeo-div/index.shtml

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

- 1. Cobb County wishes to identify all DBE participation; both at the contractor and subcontractor levels in the following ways.
 - DBE businesses are requested to identify such status at the time they register as a vendor.
 - DBE businesses are requested to identify themselves at the time they propose to do business. Please complete EXHIBIT B if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished Cobb County Government DBE Participation Report, EXHIBIT C. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
- Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U.S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.



Not Applicable to Kronos Incorporated

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department Attn: Purchasing Director 122 Waddell Street Marietta, GA 30060

Email: purchasing@cobbcounty.org

Fax: 770-528-1154



Name of Business: Address: Telephone: Fax: Email: Certification Number: Name of Organization Certification

> This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated.



SECTION THREE

2. U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract. The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached below) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

Kronos Incorporated agrees to sign and submit the U.S. Communities Administration Agreement with this proposal and except the attachments will be mutually agreed to based on the proposal and award.

Please see the **Administration Agreement** section of this proposal for the signed agreement.



Supplier Worksheet



3. SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications for national program consideration. Please respond in the spaces provided after each qualification statement below:

A.	organization to Participating Public Agencies nationally? YES NO
B.	Does your company have the ability to provide products and services to any Participating Public Agency in all 50 states? YES *NO
	Participating Public Agencies.)
C.	Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states? YES *NO *NO
	(*If no, identify the states where you have the ability to call on Participating Public Agencies.)
D.	Check which applies for your company sales last year in the United States: Sales between \$0 and \$25,000,000 Sales between \$25,000,001 and \$50,000,000 Sales between \$50,000,001 and \$100,000,000 Sales greater than \$100,000,001
E.	Will your company assign a dedicated National Account Manager to support the resulting U.S. Communities contract? YES NO
F.	Does your company maintain records of your Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress? YESNO
G.	Will your company commit to the following implementation schedule? YES NO
Н.	Will the U.S. Communities contract be your lead public offering to Participating Public Agencies? YESNO
Jol	omitted by: on O'Brien
Pr	inted Name) (Sign dure)
	ief Revenue Officer September 17, 2018
Tit	le) (Date)



New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	One Week
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	One Week
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	One Week
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	Two Weeks
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	Two Weeks
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	Three Weeks
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM &	
identified LRC	
7. Senior Management Meeting	Four Weeks
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	Five Weeks
Top 10 Local Contracts	THE HEELS
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	Two Weeks
Product Upload to U.S. Communities site	Five Weeks
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM	Three Weeks
Initiate contact with Advisory Board (AB) members	Six Weeks
Determine PM & Local Metro teams strategy sessions	Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with	
marketing contact	Eight Weeks
12. Agency Webinars	Post Launch
12. Agency Webmars	r ost Edunch



Supplier Information

1. Please provide a written narrative describing your understanding and acceptance of each of the Supplier Commitments (Corporate, Pricing, Economy and Sales) shown in Section 3.

National Commitments - CORPORATE

Kronos Incorporated along with our senior executive management team are pleased to submit this proposal for the re-solicitation of our current Master Agreement with US Communities.

Kronos Incorporated, which includes our senior executive management team, agree that US Communities will serve as our primary contractual offering of Products and Services to Public Agencies. Kronos, Incorporated Public Sector sales force shall always present the Master Agreement when marketing Products or Services to Public Agencies.

Kronos Incorporated will provide a national manager with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times.

Kronos Incorporated shall primarily offer the Master Agreement to all Public Agencies located within the state, shall advise all Public Agencies that are existing customers of Kronos as to the pricing and other value offered through the Master Agreement and shall upon authorization by a Public Agency transition such Public Agency to the pricing, terms and conditions of the Master agreement.

National Commitments - PRICING

Kronos Incorporated agrees that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Kronos Incorporated's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Kronos Incorporarted shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement.

If an eligible Public Agency requests to be transitioned to the Master Agreement, Kronos Incorporated shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies.

Occasionally U.S. Communities and Kronos Incorporated may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Kronos Incorporated's pricing under the Master Agreement to be higher than an alternative contract held by Kronos Incorporated. Kronos Incorporated may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Kronos Incorporated would not be required to lower the price for other Public Agencies.

Kronos Incorporated agrees that when responding to a Third Party Procurement Solicitation that we will make our commercial best effort to follow the options as recommended by the Master Agreement.



National Commitments - ECONOMY

Kronos Incorporated shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options. Kronos Incorporated shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and the time associated with alternative bids and solicitations.

National Commitments - SALES

Kronos Incorporated shall market the Master Agreement through Kronos Incorporated's Public Sector sales force. Kronos Incorporated shall ensure that our Public Sector sales force is properly trained, engaged and committed to offering the Master Agreement as Kronos Incorporated's primary offering to Public Agencies.

Kronos Incorporated's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides Kronos Incorporated's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

Kronos Incorporated shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Kronos Incorporated, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

Kronos takes the education of its sales force very seriously as this is the backbone to successfully promote U.S. Communities in the marketplace. Training regarding U.S. Communities would include but not be limited to:

- One day meeting with U.S. Communities to train public sector and education Sales Executives on the promotion, advantage, and details surrounding a master contract with U.S. Communities.
- A dedicated Kronos representative may be appointed to manage business development including ongoing creation of training materials as needed.
- Reference materials made available through a "playbook" citing vital information about the US Communities contract.
- US Communities training included in all future New Hire training formats.

Kronos Incorporated shall establish the following communication links to facilitate customer access and communication:

- A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:
 - U.S. Communities standard logo
 - Copy of original procurement solicitation
 - Copy of Master Agreement including any amendments
 - Summary of Products and Services pricing
 - Electronic link to U.S. Communities' online registration page



- Other promotional material as requested by U.S. Communities
- A dedicated toll-free national hotline for inquiries regarding U.S. Communities
- A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com

Kronos Incorporated shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

Upon request by U.S. Communities, Kronos Incorporated shall participate in a performance review meeting with U.S. Communities to evaluate Kronos Incorporated's performance of the covenants set forth in this Agreement.

Kronos Incorporated may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Kronos Incorporated hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Kronos Incorporated Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right.

Kronos Incorporated warrants that:

- Kronos Incorporated is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder
- The use of Kronos Incorporated Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.



Company Overview

Provide the total number and location of sales persons employed by your company in the **United States.**

State	Employee Count
AL	1
AR	1
AZ	4
CA	17
CO	16
СТ	2
DE	1
FL	14
GA	9
IA	3
ID	1
IL	12
IN	4
KS	5
LA	2
MA	53
MD	2
ME	2
MI	2
MN	6
MO	4
NC	8
NH	11
NJ	8
NY	5
ОН	8
OK	1



OR	1
PA	9
RI	5
SC	4
TN	6
TX	18
VA	5
WA	2
WI	2
WV	1
Grand Total	255

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

Public Sector agencies need to procure the proper goods and services, at the best value, and in the easiest manner while ensuring compliance with procurement laws and policies at all levels to include federal, state, and local. This is no easy task and procurement departments should rely on the expertise of their trusted sales personnel in navigating procurement opportunities that meet their stringent requirements. Kronos sales people recognize US Communities as the "leading national cooperative purchasing program, providing world-class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing."

As the current Workforce Management Solutions provider for US Communities, Kronos has excelled at marketing and presenting this procurement opportunity to thousands of public sector organizations in the United States through local, regional, and national tradeshows; printed publications; speaking engagements; and face-to-face interactions with customers at their places of business. For every engagement, Kronos presents to the customer its US Communities Workforce Management Solutions contract. Even in situations where a competitive Request for Proposal process is deemed necessary, Kronos will often include its partnership with US Communities in its proposal, particularly for negotiation and pricing conversations.

Between 2013 and today, hundreds of US Communities customers have taken advantage of the US Communities discounts (up to 50 percent off list price) and realized hundreds of millions of dollars in cost savings. Kronos understands this is only the beginning of the benefit it can provide to its customers via US Communities. A career public sector advocate has been hired as the Director of Contracts and Procurement and will serve as the National Account Manager for US Communities. His primary goal is to deliver specialized cooperative purchasing training to public sector agencies and Kronos sales personnel; develop partnerships and relations with US Communities Program Managers and participating agencies; and develop marketing initiatives to include speaking engagements at procurement, finance, and other trade shows nationwide.



3. Explain how your company will educate its sales force about the Master Agreement.

Kronos Incorporated takes the education of its sales force very seriously as this is the backbone to successfully promote U.S. Communities in the marketplace. Training regarding U.S. Communities would include but not be limited to:

- One day meeting with U.S. Communities to train public sector and education Sales Executives on the promotion, advantage, and details surrounding a master contract with U.S. Communities.
- Sales Executives outside of Public Sector and Education, will be offered 3 90 minute Webinar training sessions to become familiar with US Communities and the contract.
- A dedicated Kronos Incorporated representative appointed to manage business development including ongoing creation of training materials as needed.
- Reference materials made available through a "playbook" citing vital information about the US Communities contract.
- US Communities training included in all future New Hire training formats.

Kronos Incorporated has 3 distinct micro verticals;

1) State and Local government, 2) K12 and 3) Higher Education. These micro verticals are managed by Public Sector Directors responsible for their geography. An internal Business Development representative would orchestrate meetings with each of the sales executives in an area with the corresponding U.S. Communities partner. Discussions would include current customer negotiations and active potential customer engagements. In addition, it will be important to discuss leveraging existing US Communities relationships in the geographical area for potential new projects as well as existing clients.

Kronos Incorporated will provide on-going education to the Public Sector sales organization to ensure that our sales reps are kept up to date on any changes or amendments to the Master Contract.

4. Provide the company annual sales for 2015, 2016 and 2017 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017								
Segment	2015 Sales	2016 Sales	2017 Sales					
Cities	\$4.3M	\$7.9M	\$11.2M					
Counties	\$16.1M	\$17.3M	\$18.27M					
K-12 (Pubic/Private)	\$9.7M	\$11.4M	\$12.8M					
Higher Education (Public/Private)	\$6.3M	\$7.M	\$8.7M					
States	\$9.8M	\$9.4M	\$23M					
Other Public Sector and Nonprofits	\$6M	\$6.8M	\$8M					
Federal	\$12.M	\$8.6M	\$7.9M					



Private Sector	\$1.077B	\$1.132B	\$1.29B	
Total Supplier Sales	\$1.14B	\$1.2B	\$1.38B	

5. For the proposed products and services included in the scope of your response, provide annual sales for 2015, 2016 and 2017 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2015, 2016, AND 2017								
Segment	2015 Sales	2016 Sales	2017 Sales					
Cities	\$4.3M	\$7.9M	\$11.2M					
Counties	\$16.1M	\$17.3M	\$18.27M					
K-12 (Pubic/Private)	\$9.7M	\$11.4M	\$12.8M					
Higher Education (Public/Private)	\$6.3M	\$7.M	\$8.7M					
States	\$9.8M	\$9.4M	\$23M					
Other Public Sector and Nonprofits	\$6M	\$6.8M	\$8M					
Federal	\$12.M	\$8.6M	\$7.9M					
Private Sector	\$1.077B	\$1.132B	\$1.29B					
Total Supplier Sales	\$1.14B	\$1.2B	\$1.38B					

6. Provide a list of your company's ten largest public agency customers, including contact information.

The following organizations represent the largest public agency Kronos customers, all whom have procured Kronos Workforce Management Solutions via US Communities:

Organization	Contact	Phone Number
Prince William County Public Schools	14800 Joplin Rd Manassas VA 20112	703-791-8740
City of Indianapolis/Marion County	200 E Washington St Indianapolis IN 46204	317-327-4453
Contra Costa County	2955 Treat Blvd Concord CA 94518	925-930-2120
Austin Independent School District	1111 W. 6th St. Austin TX 78703	512-414-2411
State of Arkansas - Department of Finance And Administration	PO Box 925 Forrest City AR 72336	870-633-5411
Prince Georges County Government	1400 Mccormick Drive Largo MD 20774	301-883-6405



Morristown County	30 Schuler Place 4th Floor Morristown NJ 07960	973-285-2869
BOCC - Hillsborough County	601 E. Kennedy Blvd Tampa FL 33601	813-301-7088
MHMRA of Harris County	7011 Southwest Freeway Houston TX 77074	713-970-7287
Cherokee County Board Of Education	200 Mountain Brook Ct Canton GA 30115	770-479-4268
Quinnipiac University	275 Mt Carmel Ave Hamden CT 06518	203-582-3446
County of Albemarle	401 Mcintire Road Charlottesville VA 22902	434-296-5854
The University of Tennessee	5723 Middlebrook Pike Knoxville TN 37921	865-974-3106
Salt Lake City	451 S State St - Rm 235 Salt Lake City UT 84111	801-535-7943
City of Bloomington	109 E Olive St Bloomington IL 61702	309-434-2333

7. Please list any existing regional and/or national cooperative purchasing programs. Provide the entity's name(s), contract scope, contract term (including contract options) and annual volume by year for each of the last three years.

Kronos does not hold any direct contracts with any other National cooperative purchasing programs.



Order Processing and Distribution

Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

Orders are placed by Customers submission of a signed Order Form or Purchase Order. Once the order is accepted and processed through the Kronos order process, the products will be shipped and billed in accordance with the agreement.

2. In what formats do you accept orders (telephone, ecommerce, etc.)?

Signed order form or purchase order.

3. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

Kronos does not use a single system for all phases of ordering, processing, delivery and billing.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Typical payment terms are N30. Kronos does not offer quick-pay incentives.

5. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Customers can place orders by signing an order form or submitting a PO which makes reference to an order form.

6. Describe how your company proposes to distribute the Workforce Management products and services nationwide.

Kronos offers our solutions as a Software as a Service offering. Kronos maintains the solution in our cloud environment and the application is available through a secure URL. Employees requiring access are granted licenses to log into the system. Applicable rules are applied as needed. Based on our customer's needs Kronos also offers on-premise options for certain Kronos solutions.

7. Identify all other companies that will be involved the Workforce Management Systems provided to the end user.

Kronos understands that delivering value to our clients through alliances depends on an unwavering commitment to mutually successful business relationships. That commitment, combined with our uncompromising dedication to delivery excellence, enables us to provide value to Cobb County and U.S. Communities by utilizing partners who bring unique business value. You can find a list of the various organizations with whom we have developed solid partnerships at the following links:



Workforce Ready Marketplace:

https://www.kronos.com/products/workforce-ready-suite/workforce-ready-marketplace

Workforce Dimensions Marketplace:

 https://www.kronos.com/about-us/workforce-dimensions-technology-partner-network/workforcedimensions-marketplace

Kronos Partners:

https://www.kronos.com/about-us/services-partners

As the needs of Kronos and our customers change we are always looking to expand our partnerships, SIs and complimentary products.

8. Provide the number, size and location of your company's distribution facilities, warehouses, support centers and retail network (if applicable).

Kronos is headquartered in Lowell, Massachusetts. Kronos has 53 offices in North America, serving customers in all 50 states, as well as 19 international offices. Our products are also sold through a network of offices, subsidiaries, and distributors to more than 130 countries to over 30 million users. Kronos has international subsidiaries in Australia, Brazil, Canada, China, France, Germany, India, Latin America, Spain, and the United Kingdom.

Locations of these offices include Massachusetts, Missouri, Texas, Pennsylvania, Minnesota, Colorado, Georgia, Oregon, New Jersey, Maryland, Ohio, Indiana, California, Florida, Kansas, New York, and Illinois. Please visit the Kronos Locations and Global Reach website for a complete listing.

Below is a sample listing of our North American offices:

- Kronos Incorporated (Headquarters): 900 Chelmsford Street Lowell, MA 01851
- Kronos Canadian Systems Inc. 200-1060 Manhattan Drive Kelowna, British Columbia V1Y 9X9 Canada
- Kronos Canadian Systems Inc. 110 Matheson Blvd West Suite 320 Mississauga, Ontario



L5R 4G7 Canada

Kronos Canadian Systems Inc. Systèmes Canadiens Kronos Inc.

3535 Queen Mary Rd Suite 500 Montreal, Quebec H₃V 1H₈ Canada

Kronos Canadian Systems Inc.

1275 West 6th Avenue Suite 204 Vancouver, British Columbia V6H 1A6 Canada

Below is a sample listing of our North America divisions:

 AD OPT Solutions Group 3535 Queen Mary Rd Suite 500 Montreal, Quebec

H₃V 1H₈ Canada

Kronos Workforce Ready Partner Network

3040 Route 22 West Suite 200 Branchburg, NJ 08876

EZCall Solutions Group

22 W Washington St **Suite 1500** Chicago, IL 60602

Kronos iSeries Solutions Group

814 North Nolan River Road Cleburne, TX 76033



Indianapolis Technology Center 101 West Washington Street Suite 900 Indianapolis, IN 46204

Kronos TeleStaff Solutions Group 240 Commerce Suite #200 Irvine, CA 92602

Labor Analytics Solutions Group 5405 Cypress Center Drive Suite 300 Tampa, FL 33609

 Hiring Solutions Group 11850 SW 67th Avenue Suite 200 Tigard, OR 97223

Here is a sample listing of our global offices:

 Kronos Brasil São Paulo World Trade Centre Av. das Nações Unidas, 12551 17º andar **Brooklin Novo** São Paulo 04578-000 Brasil

 Kronos de México, S.A. de C.V. Torre Polanco Gral, Mariano Escobedo 476 Piso 16 Col. Anzures Miguel Hidalgo 11590 México, D.F.



- Monterrey, Nuevo León Batallón de San Patricio No. 109 Oficina 1702 66260, San Pedro Garza García, Nuevo León
- Kronos Systemes BVBA Research Park Z.1 70 1731 Asse (Zellik)
- Kronos Deutschland Leopoldstrasse 244 80807 München
- 9. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Kronos can provide a detailed purchase history and product usage by department for each Participating Agency.

10. If applicable, describe your company's ability to do business with manufacturer / dealer / distribution organizations that are either small or MWBE businesses as defined by the Small **Business Administration.**

Kronos Incorporated has a Supplier Diversity Program. Kronos Incorporated is committed to developing a growing portfolio of viable, competitive minority and women-owned business which will enable Kronos to increasingly utilize a supplier base which truly reflects the diversity of our customer base. Our goal is to utilize a proactive business process that seeks to provide suppliers equal access to purchasing opportunities. It promotes supplier participation reflective of Kronos diverse Customer base and diverse business community.

Kronos Incorporated participates in this Supplier Diversity Program to:

- Support our current customer base
- Attracts new customers
- Consistent with our core values
- Gives back to the communities we serve
- Complies with Regulatory requirements
- Minority and Women-owned businesses growth is trending up



The elements to our Supplier Diversity Program are:

- Executive commitment & involvement
- Formal Policy
- Dedicated Staff and Action Plan
- Budget
- Buyer Training and Accountability
- Tracking and Reporting system
- Internal and External Communications

a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), etc.

Though headquartered in Lowell, Massachusetts, Kronos has 53 offices in North America as well as 19 international offices. Locations of these offices in the US include Massachusetts, Missouri, Texas, Pennsylvania, Minnesota, Colorado, Georgia, Oregon, New Jersey, Maryland, Ohio, Indiana, California, Florida, Kansas, New York, and Illinois. Additionally, our sales and consulting staff is spread across North America with dedicated representatives in the region of the clients they serve.

As a public sector provider of Workforce Management Solutions, we value our commitment to communities and strive to be inclusive of their local and MWBE companies. Specifically, Kronos has implemented a Supplier Diversity Procurement Policy to ensure inclusion of minority, women and veteran owned businesses in the competitive bidding process at Kronos, Incorporated in support of our commitment to provide quality products and services to our customers while delivering outstanding value to our shareholders.

Included in this policy is participation in the Greater New England Minority Supplier Development Council and deployment of the Kronos Supplier Diversity Program.

- Our Mission: To develop a growing portfolio of viable, competitive minority and women-owned business which will enable Kronos to increasingly utilize a supplier base which truly reflects the diversity of our customer base.
- Our Goal: A proactive business process that seeks to provide suppliers equal access to purchasing opportunities. It promotes supplier participation reflective of Kronos diverse Customer base and diverse business community.

Under the US Communities arrangement - wherein our supplier network may not be used due to contractual terms and conditions - Kronos is dedicated to understanding and facilitating however possible, the inclusion of local and MWBE companies that can provide services such as training, implementation, consulting, and other complementary services.



b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Kronos is closely aligned with MWBE businesses across all Public Sector subverticals including State/Local Government, Higher Education and K-12. The MWBE business partners serve as both prime and subcontractors depending on best practices and customer preferences. Service offerings provided by the MWBE partner ecosystem include Project Management, Change Management, Software Integration, Hardware Survey/Installation.

Examples of these MWBE Partners include:

- MetaSource IT: Project Management, Change Management, Hardware Survey/Installation
- SDI Presence: Project Management, Software Integration and Implementation Services
- Oakland Consulting: Project Management
- Analytic.li: Analytics Support, Software Integration



Marketing and Sales

Provide a detailed outline of your company's sales and marketing plan for marketing your offering to eligible agencies nationwide.

Kronos employs a large marketing division that is dedicated to state government, local government, and education organizations across the country. Kronos' longevity in the public sector space, along with broad marketing experience, has allowed us to create a rich and highly customized marketing plan for the public sector that includes:

- Advertising across major online and radio mediums, including public sector-specific venues.
- Search engine marketing.
- Quarterly campaign programs that reach nearly 100,000 contacts to drive both awareness and leads.
- Press releases for significant news.
- Customer video testimonials.
- Customer case studies.
- Analyst interviews, including joint marketing activity with the analyst community.
- Collateral production.
- Social media (Blogs, Tweets, Facebook and LinkedIn).
- Joint research, with published results, in collaboration with organizations like Governing's Research Institute, eSchool News, and eCampus News.
- Sponsorship and participation in major conferences and trade shows supporting the public sector.
- Participation in leadership committees/councils for IPMA-HR, NASCA, NASPE, and CUPA-HR.
- Webinars.
- User groups meetings.
- Customer Advisory Boards (CABs).

2. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

After initial training on the U.S. Communities master agreement is complete, the following will be implemented to further position Kronos/U.S. Communities and will differentiate this agreement from our existing contracts:

- U.S. Communities logo added to all presentations.
- Positioning paragraph at forefront of proposal responses encouraging organizations to utilize the U.S. Communities contract.
- Sales Executives will lead with the U.S. Communities master agreement ahead of other buying vehicles or before entering into terms and conditions negotiations with the client.



- U.S. Communities logo placed on the Public Sector and Education web pages of Kronos.com.
- Issue press release announcing agreement followed by a second release within a year announcing some new customer engagements utilizing U.S. Communities.

Kronos will continue to look for joint marketing efforts with U.S. Communities through membership organizations such as:

- College and University Professional Association Human Resources (CUPA-HR)
- National Association of State Personnel Executives (NASPE)
- National Association of State Chief Administrators (NASCA)
- EDUCAUSE
- Government Finance Officer Associations (GFOA)
- Association of School Business Officers (ASBO)
- International Public Management Association Human Resources (IPMA-HR)...

Additionally, Kronos participates in marketing opportunities with third-party government and education thought-leaders such as:

- Governing Magazine
- Center for State & Local Government Excellence
- Praetorian Group
- eSchool News
- eCampus News
- 3. Please describe your sales goals if awarded the Master Agreement, including targeted dollar volume by year:
 - \$.00 in year one
 - \$.00 in year two
 - \$.00 in year three



National Staffing Plan

Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section 3 (page 41), New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.



	1. First Conference Call	2. Executed Legal Documents	3. Program Contact Requirements	4. Second Conference Call	5. Marketing Kick Off Call	6. Initial NAM & Staff Training Meetings	7. Senior Management Meeting	8. Review Top Joint Target Opportunities	9. Web Development	Training &	11. Marketing	12. Agency Webinars
Pat Bennett												
Vice-President, Public Sector Sales	Х			X		X	X	X		X		
Jennifer Dowd												
Public Sector Marketing Director	Х				X	X			X		X	X
Kristen James												
Field Sales Operations Manager	Х	X	X	X		X	X		X		X	
Marie-Helene												
Rochefort	X	X				Х						
Senior Corporate Counsel												
Cheryl Burley												
Sales Operations Supervisor	X	X	X	X		Х			X			
Virginia Whalen Sales Enablement	Х					Х			x			
Linda Misegadis Public Sector Business Consultant Director	Х		x	х		X	X	x		х		X
Brian Coopman Director of Contracts and Procurement	X	X	X	X	х	Х	X	X	X	x	Х	Х

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	Person Responsible and <u>Title</u>	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.	Pat Bennett Vice President Public Sector	5%
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.	Brian Coopman Director of Contracts and Procurement	75%
Lead Referral Manager	Responsible for distributing leads generated through the USC website.	Brian Coopman Director of Contracts and Procurement	5%
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.	Jen Dowd Director of Marketing	5%
IT Lead	Responsible for building USC landing page for supplier.	TBD	5%
Reporting Lead	Responsible for providing monthly reports to USC.	Kristen James Field Sales Operations Manager	5%

3. Provide an organizational chart of your company.

Kronos Executive Management Organization Chart

Our team of executive leaders directs Kronos' collective expertise toward the needs and goals of our worldwide customers and employees. Kronos does not disclose employee names that are not already considered public information. Below are Kronos' organizational officer names and structure:

- , Chief Executive Officer
- , President
- , Chief People Officer
- Chief Administrative Officer
- , Chief Product Officer and Head of Cloud Operations
- , Chief Financial Officer
- , Vice President, Customer Support



- Chief Customer and Strategy Officer
- Chief Marketing Officer
- , Vice President, General Counsel
- , Chief Revenue Officer

KRONOS AWARDS AND LEADERSHIP EXPERIENCE

Provided below is a small sample of our executive leadership achievements and company experience in 2018. More supporting information can be provided upon request.

Kronos and our products have been recognized by various influencers, including: Gartner, IDC, IMS Research, Biometritech, MITX, Network World, PC Week, Software Magazine, Workforce Management, Boston Business Journal, Healthcare Informatics and Microsoft Partners. Additionally, Kronos continues to secure placements on prestigious industry listings, including the following categories, to name a few:

- In 2018, Kronos Incorporated announced it was recognized by Great Place to Work® around the world in separate competitions in Asia, Canada, India, the U.K. for its WorkInspired workplace culture. Each year, Great Place to Work surveys more than 10,000 organizations from over 58 countries worldwide. In total, 12 million individual employee voices are represented as part of this process.Kronos has submitted for regional Great Place to Work competitions in nearly every country where it has a significant presence, and in the last two months has racked up accolades in several regions, including:
 - Asia Kronos named the 14th Best Multinational Workplace in all of Asia. Nearly 1.5 million people participated in the survey across nine Asian countries where Great Place to Work is represented. According to the Best Workplaces in Asia research, 90 percent of Kronites care about each other; 94 percent feel a sense of pride in their



- accomplishments; and 90 percent feel good about the way the company contributes to the community. This award comes shortly after Kronos was named as a Best Place to Work in Greater China for the first time.
- Canada Kronos was named a Best Workplace in Canada for the fourth consecutive year. Kronos ranked in the top 25 Canadian workplaces recognized for building a high trust organizational culture and advancing best-in-class management practices to fully engage their workforces, delight their customers, and contribute to their communities. This award comes just months after Great Place to Work Canada ranked Kronos a Best Workplace for Women for the fourth consecutive year and a Best Workplace for Inclusion.
- India Kronos named a Best Workplace in India. This is Kronos' first time making the countrywide list of India's Best Workplaces, which analyzed more than 600 organizations across the nation. In each of the last three years Kronos was named one of India's 50 Best Information Technology Companies.
- United Kingdom In the first year submitting for the honor, Kronos was recognized as one of the U.K.'s Best Workplaces. Employee benefits and a culture of caring are just two of the many reasons why Kronos employees choose to go to work every day, according to Great Place to Work U.K., which recognized Kronos for the first time alongside 127 other U.K. organizations.
- In 2018, Kronos announced that, for the third consecutive year, Chief Executive Officer (CEO) Aron Ain has won a prestigious Glassdoor Employees' Choice Award honoring Top CEOs in 2018. Ain ranked 27th out of 100 CEOs across all industries in countries throughout North America and parts of Europe – up from 54 in 2017.
- In 2018, Kronos was named as one of the top three places to work in IT, Internet, Software & Services. Kronos made the annual Forbes America's Best Midsize Employers list for the fourth consecutive year, which honors employers with more than 1,000 employees based on an independent survey conducted by Statista.com. The survey was conducted among more than 30,000 American employees across 25 industry sectors. Willingness to recommend one's own employer was the most important metric of the Forbes assessment, and the mix of respondents (gender, age, region, educational level, and ethnicity) is representative of the overall U.S. workforce. Kronos was the third-ranked employer in the IT, Internet, Software & Services category, and the highest-rated HCM and workforce management solutions provider.
- In 2018, Kronos won two separate honors for its Indianapolis Tech Center of Excellence, including being named a top 10 place to work in Indiana, where the company has its second-largest office in North America. Kronos was named a top 10 Best Place to Work in Indiana in the 13th annual statewide ranking compiled by the Indiana Chamber of Commerce and Best Companies Group. The rankings identify, recognize, and honor employers in Indiana that benefit the state's economy, workforce, and businesses. Rankings are determined by a two-part survey process: an examination of workplace policies, practices, philosophy, systems, and demographics plus an anonymous survey of workers to measure employee experience. Kronos' Indianapolis Tech Center of Excellence, which is home to about 200 Kronites, was also honored with an Indianapolis TechPoint Mira "Best Tech Event" Award for its innovative and engaging interview process, which is used to hire the best and brightest talent from local Indiana colleges and universities. The



- Kronos Indianapolis Tech Center of Excellence Interview Blitz is a full-day event providing the next generation of technology leaders with networking, interviewing, and case study competition activities to evaluate their collaboration, innovation, and communication skills.
- On March 8, 2018, International Women's Day, Kronos Incorporated announced it has been named to the list of 2018 Best Workplaces™ for Women for a fourth consecutive year by Great Place to Work®. Additionally, at an awards gala to kick off the 15th annual Great Place to Work For All Summit[™], Susan Rossnick, vice president of engineering at Kronos, was honored as a women leader as part of the inaugural Great Place to Work For All Leadership Awards. On the eve of the 107th International Women's Day, Kronos' Susan Rossnick was one of the women leaders honored from companies on Fortune magazine's 100 Best Companies to Work For list – which Kronos made for the first time this year – and Best Workplaces for Women list. Rossnick was chosen for her critical role and outstanding leadership throughout the development and launch of Workforce Dimensions, a revolutionary new solution from Kronos that has redefined the future of workforce management and pushed the limits of innovation. Rossnick is also a shining example of Kronos' ground-breaking Manager Effectiveness Index (MEI) initiative – which will be the topic of a feature case study session today at the Great Place to Work For All Summit - as she improved her personal MEI scores to 100 percent as rated by her team amidst the lead up to the most anticipated product launch in the company's 40-year history.
- In 2018, Kronos secured the number one ranking in the time and attendance segment in the "2018 Best in KLAS: Software & Services" report published by KLAS, a research and insights firm on a global mission to improve healthcare delivery. The report was published in January 2018. KLAS collects thousands of healthcare providers' feedback needed to compile the annual Best in KLAS report and in every instance, the KLAS methodology includes screening for bias to ensure as clean and random a sample as possible. Kronos serves 3,500+ acute hospitals and more than 10,000 post-acute care organizations and has a presence in the healthcare sector across Africa, Asia, Australia, Europe, and North America.
- In 2018, Kronos was named one of the FORTUNE 100 Best Companies to Work For according to global research and consulting firm Great Place to Work and Fortune magazine. The 2018 FORTUNE 100 Best Companies to Work For list is based on a combination of survey responses from more than 315,000 employees rating their workplace culture, as well as an extremely detailed culture audit of employee policies, benefits, values, professional development opportunities, recognition programs, communication processes, community involvement, and more. The 50-plus elements of the Great Place to Work Trust Index® survey covers a wide range of topics, including employees' feelings about trust in managers, compensation, fairness, camaraderie, and workplace traits linked to innovation. According to the Great Place to Work research of Kronos employees, 94 percent of Kronites are proud to work at Kronos; 96 percent laud the company for great communication; and 95 percent of Kronites agree they have a great boss. The 100 Best Companies list is the preeminent ranking in a series of annual rankings by Great Place to Work and Fortune from the pool of Great Place to Work-Certified™ organizations.
- In 2018, Kronos announced that Great Place to Work® named Kronos a Best Workplace for Inclusion. Kronos was named one of the 25 Best Workplaces for Inclusion in Canada, which is based on direct and anonymous employee feedback from the Great Place to Work Trust Index©. For eligibility, companies must first be Certified as a Great Place to Work and then at least 90



percent of employees must agree they are treated fairly regardless of role at the company as well as personal characteristics, including gender, ethnicity, age, and sexual orientation. Great Place to Work selected the 25 Best Workplaces for Inclusion based on employee responses to inclusionrelated Trust Index statements as well as an organization's workplace programs and practices that support inclusion.

- In 2018, Kronos was named one of Montréal's Top Employers as part of Canada's Top 100 Employers competition. The annual Canada's Top 100 Employers competition analyzes organizations on their HR practices; health, financial, and family benefits; performance management practices; employee communication; training and development opportunities; vacation and time off policies; physical workspaces and work atmosphere; and community involvement. Employers were compared to other organizations in their industry to determine which offer the most progressive and forward-thinking programs. Kronos was lauded specifically for its fully paid parental leave policies for new moms and dads, including financial subsidies for adoption; its GiveInspired corporate giving and philanthropic initiatives; its open paid time off policy, myTime, that covers vacation, sick time, volunteering, and general life maintenance; and numerous opportunities for employees to be recognized for exceptional performance and achievements, including the Kronos Courage to Lead awards program that honors great people managers worldwide.
- In 2018, Kronos announced that it had been honored by Fortune and Great Place to Work as one of the 20 Best Large Workplaces in Technology. The Best Workplaces in Technology list compiled by Fortune magazine considered 79,000 employee surveys from top software and technology companies across the U.S. Research and consulting firm Great Place to Work evaluated more than 50 elements of the Kronos employee – or Kronite – experience related to innovation, including communication, professional development, and recognition. The ranking also accounted for the share of women, people of color, Baby Boomers, and LGBT individuals experiencing innovation in the workplace. According to the Great Place to Work research of Kronos employees, 94 percent of Kronites are proud to work at Kronos; 96 percent laud the company for great communication; and 95 percent of Kronites agree they have a great boss.
- In 2018, Kronos was recognized by the Great Place to Work® Institute in Greater China for the first time as one of the region's Best Companies to Work For®. The sixth-annual Best Places to Work in Greater China ranking was determined by Great Place to Work Greater China based on employee responses to the Trust Index© survey combined with insight from an extensive Culture Audit© review and detailed evaluation of Kronos' internal processes, procedures, and culture. Together, the employee feedback and workplace culture assessments conducted by Great Place to Work Greater China aim to map organizations to five trust-building dimensions of what makes a great place to work: credibility, respect, fairness, pride, and camaraderie. Kronos was one of only 33 companies in Mainland China, Hong Kong, and Taiwan to make the list.



4. Submit a bio for each of the below personnel:

a. The person your company proposes to serve as the National Account Manager;

Brian Coopman

Brian Coopman is the Director of Contracts and Procurement for Kronos, Incorporated and Kronos SaaShr, Inc. Mr. Coopman oversees all purchasing vehicles, reseller agreements, state contracts; and provides training and consulting to sales staff on best practices in all matters of public administration and public policy.

Mr. Coopman has over 15 years experience in the public sector. In 2004 he joined the City of Davenport, IA and was instrumental in several technological and organizational improvements. In 2013 he joined Cartegraph Systems and was responsible for public sector software implementation, consultation, and sales. Mr. Coopman joined Kronos in 2018 with the primary purpose of becoming the US Communities National Account Manager.

Mr. Coopman holds a Masters degree in Public Administration from Drake University and a Bachelors degree in Business Administration from Saint Ambrose University.

b. Each person that will have primary responsibility for U.S. Communities account management; and

Jennifer (Jen) Dowd

Jennifer (Jen) Dowd is the Sr. Manager, Public Sector Marketing at Kronos contributing to the strategy and continued growth of the Public Sector vertical. With close to 20 years of working with both the Government and Education markets, Jen has seen first-hand the struggles and triumphs these industries have faced over the past couple of decades in relation to their workforce.

Jen has a passion for the role the Government and Education workforce plays in our everyday lives. She can be credited with engaging leading government and education groups, publishers, and thoughtleaders to put more focus on labor efficiency. The direct impact all levels of the workforce have on citizen and student outcomes is often overlooked. With the help of various media outlets, she has worked with customers to share stories, best practices, and thoughts on topics of interest to both Government and Education leaders.

Linda Misegadis

Linda is a passionate, extensively experienced and goal-oriented public sector subject matter expert and former Payroll Director with over twenty years' experience in both the private and public sector. Linda is a Certified Payroll Professional, Certified Public Manager and Certified Change Manager. She leads a team of subject matter expert in state and local government, K-12 and Higher Education. Linda is also responsible for the management of contracts and procurement, as well as, managing the lobbyists relationships.



Linda has proven expertise in driving efficiency and productivity through the evaluation of Payroll, Human Resources and Workforce Management solutions. She is an effective change agent with a proven track record of facilitating change management initiatives both small and large scale.

Linda comes to Kronos after previously working at the City and County of Denver where she served as the Director of Citywide Payroll Operations and Administration. She successfully transitioned the City and County of Denver from a completely manual, paper based time management system to a state-ofart Kronos solution for all 13,000 city employees.

Linda is a member of the American Payroll Association. Linda also serves on the volunteer board for the Association of Change Management Professionals, is a member of the Diversity Council and serves as a volunteer for several other organizations.

Kristen James

Kristen James is the Field Operations Manager for Public Sector at Kronos and is responsible for managing the quote to order process and reporting.

c. Key executive personnel that will be supporting the program.

Patrick Bennett

Patrick Bennett is the VP of Public Sector Sales with Kronos Incorporated. He has a Bachelor of Science degree in Marketing from Lipscomb University in Nashville, TN. He began his career with Kronos in 1993 and has held various sales, management, and leadership roles and responsibilities in Louisville, KY, Indianapolis, IN, Dallas, TX, and Nashville, TN where he now resides. He has successfully built, rebuilt, and led sales teams to over achievement and success throughout his career while working with Fortune 500 companies, large Healthcare organizations, Public Sector agencies, and Higher Ed institutions across the country.

He has been married to Cynthia Duke Bennett for 25 years, and they have two boys, Brooks who is twenty-one and Nathan who is eighteen.

Patrick has served on the board of Youthreach International (Atlanta, GA) and Encouragement Ministries (Nashville, TN) and currently serves on the board of The Well Coffeehouse in Nashville, TN. He enjoys most sports but is particularly fond of Indiana Hoosier basketball, Indianapolis Colts football, and Nashville Predator hockey. He also enjoys running, reading, and spending time with his family. Patrick and his family our active in their church and have taken four different mission trips to Russia and Belarus.



Products, Services and Solutions

1. Provide a description of the products, services and systems to be provided by major product category set forth in Section One of the RFP. The primary objective is for each Supplier to provide its complete offering so that Participating Public Agencies may purchase a range of products and services as appropriate for their needs.

Offeror shall provide a complete workforce management system (WMS) that will support a Participating Public Agency's goal of improving productivity, controlling labor costs, and more efficiently managing employee workforce. We are seeking a workforce management system that includes the functionality of time and attendance and clocking systems, scheduling and staffing, and a real-time labor management tool.

Kronos Products, Services and Solutions Overview

KRONOS WORKFORCE MANAGEMENT SOLUTIONS ARE CONFIGURED NOT CUSTOMIZED

Customers recognize this approach as one of the primary benefits in partnering with Kronos. The technology built into Kronos solutions offers configuration options designed to accommodate the most challenging workforce management scenarios. This provides each of our customers with security, stability, and the power to rely on a workforce management solution that is dependable, easily to upgrade, and cost effective.

Among the primary reasons Kronos does not customize its products is the increased risk that accompanies customization. In addition, the cost and complexity of upgrading increases exponentially in a customized environment. Finally, customization undermines the best practices built into the software. Reliance on customization is often a symptom of bigger problems, including a solution's mismatch with a company's requirements or a lack of project controls during implementation.

With Kronos, customers rely on a proven solution that is 100% configurable. The advantages of a configurable solution lie in the ability for customers to have the power and control over their workforce management solution. Having this security is a contributing factor on why organizations look to Kronos for a workforce management partner.

Kronos Incorporated is proposing the following product suites and solutions:

- Workforce Dimensions Product Suite
- Workforce Ready Product Suite
- Payroll Services
- Workforce Central Product Suite
- Workforce TeleStaff
- Kronos InTouch



Workforce Dimensions

WORKFORCE DIMENSIONS REPRESENTS THE NEXT GENERATION OF WORKFORCE TECHNOLOGY

The automation of critical workforce processes such as timekeeping, scheduling, and leave management is still at the core of the most effective workforce management solutions. But to be futureready, a new solution needs to leverage the latest smart technologies. Based on our long history of delivering workforce innovation, Workforce Dimensions™ represents the next generation of workforce technology. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people. Please see the following datasheet in the Additional Information - Workforce Dimensions Specific Attachments section of this proposal:

 Workforce Dimensions Solution Guide "Built from the ground up to manage the workforce of the future today"

WORKFORCE DIMENSIONS SOLUTION OVERVIEW

Supported by our decades of domain knowledge and powered by our industry-first Kronos D5™ platform, Workforce Dimensions provides a breakthrough employee experience and an unprecedented level of operational insight into your workforce management practices, allowing you to:

- Work your way to empower and engage your workforce from any place on any device: Introducing the industry's first fully responsive UI.
 - The first workforce management solution to incorporate a fully responsive UI, Workforce Dimensions provides the same engaging user experience across phones, tablets, and desktops – allowing employees and managers unprecedented control over how they want to consume information.
 - Users can create their own personalized experience with the information that is most critical to their roles.
 - One-click actions make common workflows simple, including submitting and approving time-off requests, timecard approvals, shift-swaps, and the handling of exceptions.
 - Collaborative Self-scheduling empowers employees to express where, when, and how much they want to work and the redesigned schedule optimization engines will generate an ideal schedule taking schedule fairness, work-life balance, and employee engagement to a whole new level.
- Work smarter by streamlining workforce management practices and providing insights for delivering better business outcomes: Transforming the role of the frontline managers through Al and advanced machine learning.
 - Another industry first, a personal digital consultant, Workforce Advisor, uses AI and advanced machine learning to automate daily, time-consuming decisions, dramatically increasing the time managers spend on more strategic initiatives.



- Proactive Compliance continually projects up-to-the-minute timekeeping data into the future, identifying and alerting managers to potential compliance risks hours and even days before an issue surfaces. As a predictive solution, it gives managers - for the very first time - the opportunity to prevent issues from happening, saving time, cost, and mitigating risk.
- Advanced forecasting powered with AI and machine learning improves volume forecast accuracy by as much as 25 percent, resulting in higher quality schedules. Not only does this dramatically reduce operating costs from less over- and under-scheduling, but more accurate schedules drive revenue through improved productivity and customer service.
- Real-time, embedded analytics including over 150 pre-configured key performance indicators – for the first time give frontline managers the analytical tools they need to optimize workforce operations and deliver strategic labor insights to their organizations.
- Work in a modern cloud that leverages new technologies and works seamlessly with your existing systems: Delivering the industry's first workforce management cloud platform designed specifically to meet the challenges of today's global enterprises
 - Workforce Dimensions will integrate with Microsoft Outlook and Microsoft Teams to simplify daily tasks. Outlook integration makes it quick and easy for managers to respond to employee requests directly via actionable email messages and the Teams chat bot integration will support voice requests, allowing users to access work information, such as their schedule, simply by speaking.
 - Google Calendar integration allows users to download and share work schedules, while integration with Google Sheets makes it simple to export and share reports with colleagues.
 - Workforce Dimensions is built on the Kronos D5 platform, an innovative cloud architecture designed from the ground up to handle the massive real-time computational challenges of processing global enterprise workforce management data in real-time.
 - The Kronos D5 platform features an open API platform for easy integrations and extensions; a foundational artificial intelligence engine which enables predictive and intelligent solutions; lightning fast in-memory computing with the ability to process large volumes of data in seconds; a domain model with flexible and adaptable rules that manage suite interactions; and a unified information architecture that eliminates the need for data warehousing and simplifies access to analytics for all users.
 - Kronos has leveraged partnerships with leading technology providers such as Google and Microsoft to use the Kronos D5 platform to develop product extensions to Workforce Dimensions:
 - Kronos is also working collaboratively with leading global human capital management providers Oracle, SAP, and others on pre-built connectors to their applications. These connectors will give organizations access to existing integrations to shorten implementation cycles and move data seamlessly between the applications.



The Kronos D5 platform powers Workforce Dimensions using Google Cloud Platform, leveraging Google Cloud's substantial investments in global infrastructure, security, and ongoing innovation.

Combining more than 40 years of global domain expertise with the latest in cloud computing technology and refined by thousands of ongoing CAB strategy discussions, prototype development, and onsite customer testing, Kronos redefined the future of workforce management with Workforce Dimensions. Every facet of the platform, from a breakthrough user interface (UI) to its embedded artificial intelligence (AI) and machine learning algorithms, has been re-imagined to help organizations drive better business outcomes.

EVERY DIMENSION IS DESIGNED TO HELP YOU OPTIMIZE YOUR MOST VALUABLE RESOURCE

Kronos has a long history of delivering workforce innovations that help organizations manage technological change and shape their future of work, making us uniquely qualified to envision nextgeneration solutions that leverage new dimensions in work. And it is this vision on which Workforce Dimensions is built. Whether your goals are to increase productivity, improve compliance, control labor costs, or achieve better business outcomes through engaged employees, you can rely on Kronos more than any other vendor to help manage your workforce. And with Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future today.

Workforce Dimensions products are built to optimize your most valuable resource. Workforce Dimensions is a complete workforce technology suite for hourly and salaried employees. Based on our long history of delivering workforce innovation, Workforce Dimensions™ represents the next generation of workforce management. Every dimension — the underlying architecture, user experience, functionality, integration, data access, delivery, and support — is designed to help you optimize your most valuable resource: your people. With Workforce Dimensions, you now have the technology tools you need — built on the vast power of evolving technologies — to manage your workforce of the future todav.

Provided below is a complete listing of Workforce Dimensions offerings:

WORKFORCE DIMENSIONS TIMEKEEPING

Workforce Dimensions Timekeeping easily tracks and manages employee time and attendance dataUsing manual or disparate systems to manage employee time and attendance can make it difficult to manage labor expenses or gain visibility into costly trends and activities. By reducing or eliminating time-consuming manual administrative processes. Workforce Dimensions Timekeeping reduces costly payroll errors and overtime, improves workforce productivity, and frees your payroll staff to focus on higher-level activities.

- Easy to use: Offer employees intuitive features and a consumer-grade user experience
- Automatic recommendations: Help managers determine which time-off requests to approve
- Proactive compliance: Avoid costly overtime, missed punches, and more with real-time alerts that let you act before problems occur



- Audit-ready: Track time and manage policies from a single automated platform to stay prepared for audits
- Deliver the right productivity tools to the right people. Separate hourly and salaried timecards, personalized time-entry records for recording time against projects, full mobile timecard functionality, and 508-compliant functions are just some of the ways Workforce Dimensions™ Timekeeping lets users work their way — whether they're hourly, salaried, mobile, or working from a desktop. And with Microsoft Outlook integration, users can inform both the system and their team when they're absent.
- Improve decision making with real-time data visibility via Dataviews and reports. Workforce Dimensions Timekeeping gives managers a way to work smarter than ever. It stores time and attendance data in a single centralized platform that drives automated workforce processes and provides quick, easy access to meaningful labor data. Through Dataviews and reports, Workforce Dimensions Timekeeping simplifies access to the information needed to solve business issues by allowing all time and attendance data to be visualized, sorted, filtered, and exported according to user preference.

Leading workforce management capabilities delivered in a modern cloud platform. Workforce Dimensions Timekeeping is built on an advanced cloud architecture specifically designed for speed and efficiency of scale. It works seamlessly across all digital touchpoints — all while reducing the burden on internal IT resources. Automatic software updates provide continuous access to the latest product features and innovation.

Please see the following datasheets in the Additional Information - Workforce Dimensions Specific **Attachments** section of this proposal:

- Workforce Dimensions Hourly Timekeeping Datasheet
- Workforce Dimensions Salaried Timekeeping Datasheet

WORKFORCE DIMENSIONS SCHEDULING

Workforce Dimensions Scheduler enforces scheduling rules and policies — automatically and consistently — to help you avoid employee grievances, litigation, and fines. Workforce Dimensions makes it easy to build accurate schedules that align staff coverage to anticipated demand. That way, you can minimize the wasteful over-staffing, reliance on contract workers, and overtime pay that can send labor costs soaring. Automated alerts notify you when schedules exceed budget limits so you can make appropriate adjustments to keep labor costs in check.

Please see the following datasheet in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions Scheduling Datasheet



WORKFORCE DIMENSIONS ABSENCE MANAGEMENT

Workforce Dimensions™ Absence Management helps you easily manage sick time, vacation time. leave, and more with complete reporting capabilities. Employees and managers alike can begin leave cases with just a few clicks. It also provides employees with efficient ways to view and manage their absences and accruals. Absence Management provide proactive compliance through automated tracking and alerts. Workforce Dimensions Absence Management integrates tightly with timekeeping and scheduling functions to give managers such features as setting time-off thresholds to prevent too many employees from taking the same day off. This type of automation and integration helps managers enforce rules more consistently and control the cost, risk, and productivity issues associated with absenteeism. The cost and productivity losses associated with employee absenteeism can seriously affect your bottom line and put your organization at risk for noncompliance. Workforce Dimensions™ Absence Management helps you easily manage sick time, vacation time, leave, and more with full visibility, all in one convenient automated platform.

- Easy data access for better absence management.
 - Unprecedented flexibility to work your way Streamlined processes such as employee self-service help users be more engaged and productive. Employees and managers alike can begin leave cases, automatically inform their teams about upcoming absences, and even submit time-off requests in one click. Workforce Dimensions Absence Management provides employees with easy ways to view and manage their absences and accruals without having to spend precious time in the system.
 - Deep visibility into attendance and leave data for stronger compliance Workforce Dimensions lets you work smarter by helping you identify absence trends to prevent problems before they occur. Workforce Dimensions Absence Management integrates more tightly with timekeeping and scheduling functions to give managers such features as setting time-off thresholds to prevent too many employees from taking the same day off. This type of automation and integration helps managers enforce rules more consistently and control the cost, risk, and productivity issues associated with absenteeism.
 - Automated absence management on any device helps maintain productivity -Working in the modern cloud helps managers better understand the effects of absenteeism in real time. They can do more than ever on a mobile device such as attaching documents and editing leave cases — and always on the platform's latest release. Managers can freely monitor and enforce absenteeism policies, while employees are given the freedom and context they need to plan ahead.
- Automation makes better employee absence management a reality. Employee absence is often unpredictable but Workforce Dimensions Absence Management can give you the insight you need to lower costs, maintain productivity, and avoid the risk of noncompliance with labor laws and regulations.
 - Generate documents automatically Customizable disciplinary action letter and FMLA-related medical certification form templates
 - Get alerts Action items such as time-off requests, policy violations, and potential FMLA cases can be flaggedDetermine eligibility – Automatically determine eligibility for sick time, vacation, and FMLA cases



Manage proactively – Identify workers with attendance issues to improve productivity and prevent burnout of those filling in.

Please see the following datasheet in the Additional Information - Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions Absence Management Datasheet

WORKFORCE DIMENSIONS ANALYTICS

Turn information into insight in seconds with embedded analytics. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting. Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. They can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports. Workforce Dimensions reports are interactive and include conditional formatting to highlight where issues and opportunities exist. An intuitive reporting engine lets you easily build or modify standard reports. Real-time KPIs provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.

- Embedded analytics streamlines data interactions. Gaining timely access to workforce information that provides valuable business insights can be difficult when legacy systems restrict access to data and its reporting. Through the Kronos D5™ platform, Workforce Dimensions™ lets you access all your data and offers powerful tools for real-time visualization and reporting.
- The insight you need when you need it.
 - Dataviews Dataviews in Workforce Dimensions provide managers with real-time access to all operational data. Displayed in a familiar Excel-like format, Dataviews can be sorted, filtered, and grouped at any level of detail. Charts and graphs can be easily created to visualize the data, drilled down into to further analyze issues, and even exported for inclusion as tiles on your home screen or in reports.
 - Actionable insights Workforce Dimensions delivers actionable insights to managers via interactive reports that include conditional formatting to highlight where issues and opportunities exist. Ad-hoc reporting capabilities simplify data access and analysis for business users. And right out of the box, an intuitive reporting engine lets you easily build or modify standard reports.
 - Real-time KPIs Real-time KPIs help managers, HR leaders, and business analysts gain insight into their organization's performance against business goals and objectives. They provide threshold alerts for such issues as overtime, hours worked, and labor costs. KPIs, targets, and thresholds can be easily viewed, filtered, and measured in a Dataview and visualized as an actionable chart from the home screen. And the KPI Builder lets you modify existing KPIs or create new ones.



- Embedded analytics Now embedded analytics are available to all users, not just business analysts. Real-time KPIs and proactive recommendations empower managers and reduce the need for expert analysis. With more than 125 KPIs delivered out of the box, Workforce Dimensions alerts you to existing problems and their drivers. And packaged data-science solutions leverage machine learning to address key workforce challenges such as overtime and turnover.
- Unprecedented business insight made possible by industry-first technology. When your existing systems can't provide the data access and reporting capabilities you need for deeper business insights and better business outcomes. Workforce Dimensions delivers.
 - Control labor costs Dataviews provide real-time access to operational data and datascience solutions help address key workforce challenges
 - Minimize compliance risk Easily identify the source of problems and build in business-critical KPIs using the KPI Builder
 - Improve workforce productivity Ad-hoc reporting capabilities simplify data access and Dataview drilldowns make analysis easy

Workforce Dimensions and Analytic.li Datasheet

WORKFORCE DIMENSIONS HR

Kronos Workforce Dimensions HR, a module in the integrated, cloud-based Kronos Workforce Dimensions suite, provides a single system for all employee records and HR functions — from recruiting, onboarding, and training to benefits, performance, and compensation. This easy-to-own solution provides the complete automation and high-quality information you need to help control labor costs, minimize compliance risk, and improve workforce productivity.

A single, end-to-end HR solution, Workforce Dimensions HR eliminates error-prone duplicate data entry and consistency issues that can occur across multiple systems. It provides standard and custom fields to cover the full range of HR requirements — from pre-hire to separation — so you can store and track all employee data in one location. Role-based web and mobile self-service enables employees and managers to view and update information at their convenience. Automation of hiring, onboarding, benefits, performance, compensation, and training processes — using configurable workflows — eases HR's administrative burden, supports compliance, and drives results. And real-time access to HR data improves decision making for more effective workforce management.

Please see the following datasheets in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions HR Datasheet



WORKFORCE DIMENSIONS PAYROLL

Using the automated Workforce Dimensions Payroll solution, you can streamline payroll processing to increase productivity, improve payroll accuracy, and gain greater control of your payroll process—in house and on your schedule. When you move payroll processing to Workforce Dimensions Payroll, you will see numerous benefits:

- Access up-to-the-minute payroll information and real-time reporting to analyze payroll activity and see trends
- Easily determine pay for regular and overtime hours to better manage labor costs
- Deliver accurate paychecks to employees every pay period
- Empower employees with online self-service tools and mobile access to their payroll information
- Manage complex payroll requirements with ease and ensure accuracy of employee withholdings Please see the following datasheets in the Additional Information - Workforce Dimensions Specific **Attachments** section of this proposal:
 - Workforce Dimensions Payroll Datasheet

WORKFORCE DIMENSIONS PAYROLL SERVICES

Workforce Dimensions™ Payroll Services provides the answer with all the right tools to help you achieve accurate and timely income tax filing — and make your compliance worries a thing of the past. Seamless integration with Workforce Dimensions provides complete solutions for all your tax filing challenges.

- Simplify payroll tax filing to achieve peace of mind. Workforce Dimensions Payroll Services seamlessly integrates with Workforce Dimensions Payroll to provide your team with quarterly updates from thousands of local, state, and federal codes — to help you better manage compliance across your entire organization, and across multiple tax types and jurisdictions. Avoid computation and filing errors with tools that help you factor in requirements for multi-state withholdings, taxing and reciprocity, and taxation wage accumulation.
- Simplify and streamline garnishment processes. Save time and money while complying with all of the different garnishment rules and processes by streamlining the processing of third-party payments — such as child support, creditor garnishments, and tax levies. Workforce Dimensions uses the data in Workforce Dimensions Payroll to automatically make accurate payments based on calculated withholding amounts, so each payment is accurate and reaches its destination on time.
- Reduce printing and distribution costs while also saving time. The payroll distribution stage can be costly and is an often-overlooked process. With Workforce Dimensions Payroll and Workforce Dimensions Payroll Services seamlessly working together, you can reduce the laborintensive work of printing and distributing checks, vouchers for direct deposits, and year-end tax forms such as 1099s and W-2s. You can even opt into using paycards to offload this task while also increasing payment security.
- Gain greater control of your taxes. Prefer controlling the filing of your own payroll taxes? No problem. The reputable Business Software, Inc. (BSI) partners with Kronos to deliver its cloud-



based payroll tax management solution ComplianceFactory™ SaaS — an on-demand payroll tax filing, deposit, and W-2 solution. We also partner with MasterTax™ to help customers schedule, pay, balance, and file payroll taxes.

- Proven solutions and tested tools, all supported by professionals with extensive experience. Kronos provides Workforce Dimensions users with reliable and proven solutions to perform tax filing, processing of garnishments, and distribution of payroll checks and related documentation.
 - Gain more control over costs. Impact your bottom line by reducing the high costs associated with payroll staffing
 - Minimize compliance risk. Reduce payroll tax compliance risk and potential penalties with automated and accurate processing
 - Increase productivity and efficiencies. Relieve the burden on your accounting and IT resources to increase productivity across your organization

Please see the following datasheets in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions Payroll Services Datasheet

WORKFORCE DIMENSIONS TALENT ACQUISITION

With Workforce Dimensions Talent Acquisition, you can source, track and evaluate quality talent. With this comprehensive solution, applicants can be filtered by location, job skill or other criteria, while your current workforce turnover can be evaluated, too, to help build a high-performing workforce efficiently and cost effectively. Talent Acquisition provides a positive applicant experience by making it easy to search jobs and apply online. Key benefits for recruiters include:

- Streamlined processes. Automate recruiting processes to eliminate paper and drive efficiency
- Premium job board integration. Post job listings to your career website and 8,000+ free job boards
- Better hiring decisions. Focus on best-fit candidates by asking pre-screening questions Please see the following datasheets in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:
 - Workforce Dimensions Talent Acquisition Datasheet

WORKFORCE DIMENSIONS COMPENSATION MANAGEMENT

Standard base compensation tracking and job history tools are available with Workforce Dimensions. This standard tool offers effective dating for rate changes and labor distribution based on job allocations.

In addition to the standard tool, Kronos also offers a Workforce Dimensions Compensation Management tool, an add-on module to Workforce Dimensions HR that automates and streamlines the



entire compensation management process — from defining programs and guidelines through budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Dimensions HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Dimensions Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.

You have the ability to set up compensation cycles with remarkable speed and ease. Simply define the program type, enter the start and end dates, assign a cycle manager, and specify the employee type to be included, such as hourly, salaried, seasonal, or executive. The application supports annual, non annual, cycle-based, and off-cycle merit- and promotion-based salary increases. For optimal flexibility, you can even define program eligibility and manage plans that cross multiple business units.

Looking to factor employee performance into the compensation planning process? The built-in Merit Matrix tool makes it simple to award pay increases based on the correlation between an employee's performance rating and pay grade. So, you can effectively tie compensation back to achievement of individual contributions and accomplishments to support pay-for-performance. Individual employee information, including status, pay grade, location, and shift, is visible throughout the process, so you know you're working with current, accurate data.

Please see the following datasheets in the Additional Information – Workforce Dimensions Specific **Attachments** section of this proposal:

Workforce Dimensions Compensation Management Datasheet

WORKFORCE DIMENSIONS ACA MANAGER

With the Employer Shared Responsibility provisions of the Affordable Care Act (ACA) now in effect, your organization faces new and formidable challenges. But when it comes to effective ACA administration, spreadsheets, home-grown reports, and manual calculations will do little to simplify a highly complex process with potentially significant financial consequences. That's why you need integrated workforce management tools that help automate your compliance efforts, while providing the on-demand status visibility required to help minimize ACA compliance risk.

Kronos Dimensions® ACA Manager enables you to proactively manage your ACA compliance strategy — no matter how complex — across the entire workforce. Fully integrated with the cloud-based Workforce Dimensions suite, this add-on module helps you automate ACA strategy enforcement, provides real-time visibility into regular and variable-hour employee status, and enables closed loop process administration across time and labor management, payroll, and human resources (HR). Plus, Workforce Dimensions ACA Manager includes powerful reporting capabilities to help you meet Internal Revenue Service (IRS) compliance requirements. Workforce Dimensions ACA Manager automates ACA strategy enforcement to help minimize your compliance risk. A configurable rules engine triggers alerts based on established ACA requirements and organization-specific strategies and policies. Receive compliance alerts when an employee's status changes to full-time or part-time, when an employee is approaching benefits eligibility, and when an employee has scheduled hours that would



put him or her over the eligibility threshold. Additional rules can help you enforce schedules and maintain your preferred full-time/part-time employee mix.

 Built-in and customizable reports help you monitor employees' ACA status to support effective ACA strategy execution and ongoing compliance. Workforce Dimensions tracks all the monthly data you need — across timekeeping, payroll, and HR/benefits administration — to meet annual reporting obligations under Internal Revenue Code section 6056. Workforce Dimensions ACA Manager includes IRS Forms 1094-C and 1095-C and automatically fills in the required information, making preparation and filing fast and easy.

Please see the following datasheets in the *Additional Information – Workforce Dimensions Specific* Attachments section of this proposal:

Workforce Dimensions ACA Manager Datasheet



Workforce Ready

Workforce Ready is an alternative SaaS approach to workforce management that is designed for smaller organizations with less complex needs.

Kronos Workforce Ready is a full-suite human capital management (HCM) cloud solution delivering end-to-end employee lifecycle management for the entire workforce. Its comprehensive tool set integrates HR, time and attendance, payroll, scheduling, and more for managing and nurturing an organization's most valuable asset, from pre-hire to retire — giving managers single-source access to real-time employee data for driving productivity, increasing employee engagement, and making more informed business decisions. Advantages include:

- One integrated solution a single source of truth: Integrate HR, time and attendance, payroll, and more to create a single employee record that's updated in real time — allowing your people to make more informed business decisions in the moment.
- A superior user experience: Fast-track new user adoption with a universal interface across all modules, and mobile capabilities that allow anytime, anywhere access to help minimize training and boost efficiency and satisfaction.
- Easy, affordable cloud-based delivery: With cloud delivery you avoid installation and maintenance headaches and enjoy frequent software upgrades sooner, all while allowing your IT staff to focus on core business initiatives.

Our Workforce Ready products help you manage your entire workforce — from pre-hire to retire. Workforce Ready offers:

WORKFORCE READY TIME KEEPING

Workforce Ready Time Keeping addresses all your time and attendance requirements — from timecard management and labor cost tracking to employee scheduling and absence management. The solution simplifies routine tasks such as approving timesheets, correcting exceptions, responding to time off requests, and managing schedules, using configurable built-in workflows. Real-time visibility makes it easy to manage exceptions, enforce work and pay rules, and update schedules for ongoing compliance and cost control. And robust reporting provides real-time insight to drive more informed decision making and help you optimize your labor spend.

Please see the following datasheets in the Additional Information - Workforce Ready Specific **Attachments** section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY ACCRUALS

The Workforce Ready Accruals module allows you to track and manage the benefit time your employees have accrued and used. Workforce Ready can handle multiple types of time-off accounts (e.g., vacation, sick, and personal days) and Benefit Accrual profiles, when applied to a user account, determine the rate at which the user will accrue benefit time. This profile allows accrual of time-off hours based on an employee's tenure or hours worked and additional associated settings, waiting



period, carryover settings, tenure changes, rounding, maximum running balance, and entitled time and accrual schedules.

Please see the following datasheets in the Additional Information - Workforce Ready Specific Attachments section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY SCHEDULER

Kronos Workforce Ready Scheduler automatically generates best-fit schedules based on organizationspecific requirements to help control labor costs, minimize compliance risk, improve productivity, and drive employee engagement. With easy-to-use tools, automated workflows, a powerful constraints engine, and real-time visibility into the workforce, this solution enables managers and supervisors to spend less time building and managing schedules and more time focusing on strategic priorities.

Please see the following datasheets in the Additional Information - Workforce Ready Specific **Attachments** section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY LEAVE MANAGER

Unplanned absences, such as those caused by sickness or weather, can have an impact on daily operations. However, managing employee leave of absence requirements and intermittent leave can ultimately require more administration and have a more significant cost impact on your bottom line. Automated leave management increases visibility and productivity while minimizing compliance risk.

Please see the following datasheets in the Additional Information – Workforce Ready Specific **Attachments** section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY HR

Kronos Workforce Ready HR provides a single system for all employee records and HR functions from recruiting, onboarding, and training to benefits, performance, and compensation. A single, end-toend solution, Kronos Workforce Ready HR eliminates duplicate data entry and inconsistency that can occur across multiple systems. Self-service enables users to view and update data easily. Automated, configurable workflows ease HR's administrative burden. And real-time access to data improves decision making for compliance and more effective workforce management.

Please see the following datasheets in the Additional Information – Workforce Ready Specific **Attachments** section of this proposal:



 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY TALENT ACQUISITION

Kronos Workforce Ready Talent Acquisition helps your organization source, track, and evaluate quality talent so you can build an engaged, high-performing workforce more efficiently and cost effectively. This powerful solution automates and streamlines recruiting and hiring processes to support a paperless human capital management (HCM) environment. It provides a positive candidate experience that makes it easy for candidates to provide information, search for jobs, and apply online. And because the solution is part of the single, unified Workforce Ready HCM platform, applicant information flows seamlessly into the employee record upon hire for reduced administrative effort and a single source of truth.

Please see the following datasheets in the Additional Information – Workforce Ready Specific Attachments section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY PERFORMANCE MANAGEMENT

Performance Management provides the features needed to develop, retain, and reward top talent. Organizations have the ability to configure unlimited performance reviews that can contain review profiles, competencies, core values, goals, and ratings. Define organization, department, or job-specific performance review forms; automate the performance review cycle to reflect your established processes; set up automatic alerts and reminders to keep form completion, feedback, and approvals on track; and track skills and certifications with customizable reports to show who needs training and when they need it. The system supports the organization's specific cycles - organizations are not limited to annual reviews, but can have more frequent check-ins, like mid-year reviews, if needed.

Please see the following datasheets in the Additional Information - Workforce Ready Specific Attachments section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY COMPENSATION MANAGEMENT

Compensation Management automates and streamlines the entire compensation management process — from defining programs and guidelines through budgeting and modeling to routing proposals for approval. Seamless integration with Workforce Ready HR significantly reduces error-prone data entry, provides ready access to employee profiles and performance history, and helps improve data consistency. With Workforce Ready Compensation Management, you have robust decision-making tools at your fingertips and better visibility into all phases of the compensation planning process. The results? Reduced administrative burdens. Improved corporate governance. More equitable distribution of rewards. And greater control over your compensation spend.



 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY PAYROLL

Kronos Workforce Ready Payroll makes it simple to determine pay for regular or overtime hours. It supports any number of scenarios — shift differentials, order of importance, location, and more. Greater control helps you run an accurate payroll — the first time. Complete all payroll processes in-house or outsource tax filing, check printing, and garnishment processing.

Please see the following datasheets in the Additional Information – Workforce Ready Specific **Attachments** section of this proposal:

 Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY ACA MANAGER

With Kronos Workforce Ready ACA Manager, you can proactively manage ACA compliance across your entire workforce. Get complete automation and high-quality information for driving cost-effective labor decisions and minimizing ACA compliance risk.

WORKFORCE READY ATTESTATION

Kronos Workforce Ready Attestation makes it easy for employees to review and attest to time worked and certify that they have taken mandated meal and rest breaks. The solution integrates seamlessly with Workforce Ready Time Keeping to deliver customizable prompts at the data collection source and capture employee attestation responses in real time. It also allows managers to monitor employees' attestation status, run reports to identify trends, and better manage ongoing compliance.

Please see the following datasheets in the Additional Information – Workforce Ready Specific **Attachments** section of this proposal:

• Workforce Ready Solution Guide "A complete solution for creating and engaging a diverse workforce"

WORKFORCE READY MOBILE

Kronos Workforce Ready for Mobile solution is for small and midsize businesses with remote employees and mobile managers who want immediate, instant avenues to their workforce management solution.



MARKETPLACE

The Kronos Workforce Ready Marketplace is a portal that allows you to leverage pre-integrated solutions available from Kronos and third-party vendors — right from the Workforce Ready user interface. Similar to a mobile app store, the Marketplace is your one-stop shop for applications and services, including compensation reports, background checks, employment eligibility verification, and more, that extend the power and functionality of Workforce Ready to help you achieve even more effective workforce management.

Please see the following datasheets in the Additional Information – Workforce Ready Specific Attachments section of this proposal:

Workforce Ready Marketplace



Payroll Services

Kronos Payroll Services complement the Workforce Dimensions and Workforce Ready Payroll solutions with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services* draw on experienced professionals, tested software tools, and information from the Workforce Dimensions or Workforce Ready Payroll applications to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.* Kronos Payroll Services complement the Workforce Dimensions and Workforce Ready Payroll modules for an end-toend payroll solution. Post-processing payroll services, such as payroll fulfillment, initiation of wire transfer, money movement, remittance of tax funds, W-2 printing, and garnishment disbursement, are delivered by Kronos Payroll Services as part of the Workforce Dimensions and Workforce Ready Payroll solutions. Kronos Workforce Ready and Kronos Payroll Services are provided by and contracted with Kronos SaaShr, Inc., a wholly owned subsidiary of Kronos Incorporated.

OUTSOURCE YOUR TEDIOUS AND COMPLEX POST-PAYROLL PROCESSING TASKS TO KRONOS

You've decided to process payroll in house for greater flexibility and control. It makes good sense given that internal HR and payroll staff do most of the work — from preparing, validating, and maintaining data to fixing errors to meeting compliance requirements — even when payroll processing is outsourced. Plus, an in-house solution gives you easy access to payroll data for inquiries and reporting, which saves valuable time and effort.

But even if you process payroll in house, you may still benefit from outsourcing some of the more tedious and complex payroll-related tasks, such as tax filing, garnishment processing, and check printing, especially if your organization has locations in multiple states. In fact, more and more organizations are choosing this option. A recent American Payroll Association (APA) survey showed that 92 percent of respondents outsource tax filing and 71 percent outsource check printing.*

Kronos Payroll Services complement the Kronos Payroll solution with services such as tax filing, garnishment processing, and distribution of checks — while providing the ease and convenience of working with a single vendor. These proven services draw on experienced professionals, tested software tools, and information from the Kronos Payroll application to deliver simplicity, security, and seamless integration. As a result, your organization is able to increase payroll efficiencies, reduce operating expenses, minimize tax reporting administration, and free staff resources to focus on strategic priorities.

TAX FILING WITHOUT ALL THE HEADACHES AND RISK

Tax compliance is the single most difficult and expensive task associated with payroll, especially for organizations operating in multiple states and localities. In addition to preparing and filing taxes, you need to keep up with constantly changing tax laws and regulations. After all, failure to do all this — and do it right — puts your organization at risk for potential penalties.

Kronos Payroll Services provide peace of mind that your payroll taxes will be filed and paid on time every time — to minimize compliance risk. Leveraging professional expertise and proven technology, our solution provides a seamless extension of the Kronos Payroll module. Once you've processed payroll in house, you can take advantage of our services* to:



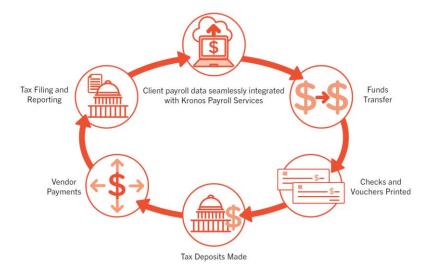
- Make deposits against all tax liabilities
- File all monthly, quarterly, and annual tax returns via e-file or paper
- Balance quarter-to-date and year-to-date deposits against liabilities to help ensure payment accuracy
- Deliver reconciliation summaries and copies of all filed returns
- Generate and file all amended returns

TIMELY, ACCURATE WAGE GARNISHMENT PAYMENTS

Processing employee garnishments, such as child support, tax levies, and creditor garnishments, can be a time-consuming administrative drain on your already overworked payroll staff. Kronos Payroll Services can streamline the process to save time and reduce administrative efforts. The garnishment processing service uses the information entered by the client and calculated in the Kronos Payroll application and automatically makes payments based on the amounts being withheld, so each payment reaches its destination on time.

HASSLE-FREE EMPLOYEE DIRECT DEPOSITS AND CHECK PRINTING

No matter how your employees prefer to be paid — by direct deposit or physical check — Kronos Payroll Services have you covered. Thanks to seamless integration with the Kronos Payroll application, our services automatically transfer payments into employee bank accounts. Plus, the solution can handle the labor-intensive work of printing and distributing checks, direct deposit vouchers, and yearend tax forms such as W-2s and 1099s — saving your organization time and money.



KEY BENEFITS:

- ENJOY the ease and convenience of a single solution for payroll software and services
- MINIMIZE payroll tax reporting administration
- INCREASE productivity by freeing staff resources to focus on other projects
- GAIN the advantages of simplicity, security, and seamless data integration



- CHOOSE only the outsourced postpayroll processing services you need:
 - Check printing
 - Employee direct deposit
 - Tax filing/deposits
 - Garnishment disbursement
 - Vendor payments

*American Payroll Association, APA Payroll Trendline Survey (commissioned by Kronos), 2014, at 7.



Workforce Central

The Workforce Central suite provides you with unmatched functionality, streamlined workflow technology, and an easy-to-use, intuitive interface that can be tailored to the needs of each user. But the real power of the Workforce Central suite lies in its closely integrated system of human resources, payroll, scheduling, and time and labor applications. The Workforce Central suite's ability to share employee-centric information - profile information, labor data, accrual balances, pay codes, and more across all its applications saves time, eliminates many hassles, and provides superior consistency and accuracy of information for better decision making.

For example, human resources and payroll staff need only enter information once to feed every application in the system, saving time and reducing costly errors. Employees and managers can move quickly and easily between the applications, which are equipped to facilitate cross-functional processes from beginning to end and IT departments benefit from having one vendor to manage implementation and support. Simply put, the integrated Workforce Central suite delivers everything an enterprise needs to boost employee performance and become more competitive.

Kronos Workforce Central is a complete workforce management product suite offering multiple payment and deployment options. Customers can choose to purchase perpetual licenses with the application installed on-premise or hosted in the Kronos Private Cloud, or they can choose a SaaS option hosted in the Kronos Private Cloud. Kronos supports Workforce Central installation on physical or virtual servers. If you select a Kronos-hosted option, Kronos Cloud Services will provide all necessary servers required to operate Workforce Central.

Please see the following datasheets in the *Additional Information – Workforce Central Specific* Attachments section of this proposal:

Workforce Central 8 Datasheet

WORKFORCE CENTRAL HR

Workforce Central HR is a powerful approach to efficiently and strategically managing issues of human resources, benefits, performance and compensation. It strategically aligns the workforce to the work, engages employees and frontline managers, and ultimately optimizes your workforce. Workforce HR achieves all of this by helping your organization manage the hiring process, streamline benefits administration, alleviate regulatory compliance, conduct reviews and approval cycles, control payroll processes, and more. Key capabilities include:

- Compensation planning: Measure and analyze an employee's total compensation direct and indirect. Import industry compensation data and maintain pay equity by calculating and applying geographic pay differentials and merit-based pay guidelines.
- Performance management: Assign and track individual goals that contribute to achieving aligned organizational objectives and then configure an automated yet flexible and confidential process for each performance review and approval cycle.
- Automated notifications: Send instant notifications to managers and key departments to facilitate a new hire's network access, office space, training, payroll information and more.



- Complete benefits administration: Determine employee program eligibility, analyze associated costs through rapid calculations, and streamline open enrollment via self-service.
- Compliance with government regulations: Monitor your organization's compliance over time with a wide variety of regulations efficiently.
- Accurate payroll processing: Ensure the consistent application of your organization's pay rules, streamline time consuming manual processes, eliminate data discrepancies, and costly payroll inflation.
- Powerful point-in-time reporting: Run more than 150 reports, from EEO analysis to benefits coverage, or create custom reports.
- Employee training: Track employees' skills, manage their participation in training programs, and help them develop professionally.
- Essential applicant management: Create job requisitions and capture candidate information easily, including resumes, skills, and more. Search for qualified candidates easily with automated screening capabilities, then easily transition applicants into new hires with no duplicate data entry.
- Greater control over staffing budgets: Manage costs while monitoring headcount by defining full-time equivalent (FTE) budgets.
- Group edit: Complete information edits and updates for large employee groups.
- Employee survey tool: Poll employees easily on workplace issues.
- Employee and manager self-service: Engage employees by letting them manage their own information, and supply managers with real-time information for quicker and better decision making. Integrated platform: Eliminate duplicate data entry and disparate system maintenance by running your HR and payroll systems on a single web-based platform, for lower TCO. Workforce HR and Payroll save time, eliminate costs, and increase your organization's ability to align employees' and managers' performance with your strategic objectives.

Workforce Central HR and Payroll Datasheet

WORKFORCE CENTRAL PAYROLL

Workforce Payroll specifically guides you through setting up earnings and deductions, so you can quickly and easily streamline your payroll. In addition, it enables you to override deductions, earnings, and withholdings during the payroll process and it simplifies quarter and year-end processing and reporting for maximum efficiency and insight. You have complete control over the entire payroll process, from source to gross. Also, you'll enjoy powerful payroll functionality without the steep learning curves and costs that usually accompany implementing a new in-house payroll system. Workforce Payroll offers the following leading features;

- Payroll calendar
- On-demand checks with and without gross-up
- Customized check formatting



- More than 50 standard reports and custom reporting capabilities
- Federal, state, and local tax support
- Auto timesheet function
- Payroll analytical tool
- Standard interface with general ledger accounting system.

Workforce Central HR and Payroll Datasheet

WORKFORCE CENTRAL SCHEDULER

Workforce Scheduler provides the tools you need to plan staff coverage - by shift, by employee, or by job description - and react with speed and effectiveness when unforeseen circumstances put productivity at risk. Workforce Scheduler allows you to configure scheduling rules that enforce critical staffing policies and monitor compliance with federal regulations and union rules. With it, you spend less time on administrative tasks and more time improving employee performance and customer satisfaction.

Please see the following datasheets in the Additional Information - Workforce Central Specific **Attachments** section of this proposal:

Workforce Central Scheduler Datasheet

WORKFORCE CENTRAL TIMEKEEPER

Workforce Timekeeper streamlines the management, collection, and distribution of employee hours, making manual timesheets a thing of the past. Workforce Timekeeper has a robust pay rules engine that applies complex work and pay rules accurately and consistently throughout your organization. By eliminating the need to calculate this information manually. Workforce Timekeeper saves your payroll staff considerable time, and reduces the risk of costly payroll inflation errors. It also reduces unauthorized absences, and enables your managers to reduce costly overtime by effectively managing labor resources in real time.

Please see the following datasheets in the Additional Information – Workforce Central Specific Attachments section of this proposal:

Workforce Central Timekeeper Datasheet

WORKFORCE CENTRAL ACTIVITIES

Workforce Activities enables real-time tracking of activity data for individual employees and teams. Workforce Activities reconciles direct and indirect labor to time paid, and enables you to compare productivity against standards. Workforce Activities also eliminates the process of manually entering job-costing data into ERP systems. Going beyond weekly or daily reporting, Workforce Activities provides up-to-the-minute information so that your managers can adjust to the shifting demands of a production environment.



Workforce Central Activities Datasheet

WORKFORCE CENTRAL ACCRUALS

Workforce Accruals provides a tightly integrated module for controlling leave liability and complying with corporate policies or contracts. It achieves accuracy across your organization with minimal management, enabling employees and supervisors to manage leave time easily and efficiently. It has the flexibility to administer your organization's most complex leave and benefit policies and transform them into enduring practices.

Please see the following datasheets in the Additional Information – Workforce Central Specific **Attachments** section of this proposal:

Workforce Central Absence Manager Datasheet

WORKFORCE CENTRAL LEAVE

Workforce Leave manages FMLA or standard leave policies based on your criteria. The solution provides configurable cascading leave rules that identify the order in which leave types must be used if your organization requires vacation, sick, or disability leave to be used first and/or concurrently with the federal and/or state mandated leave. These leave codes are then automatically committed to the employee's timecard and then transmitted directly to payroll, ensuring accurate pay for the employee while on leave. In addition, Workforce Leave provides automatic notifications when mandated forms are due, such as medical certification forms, return to work forms, or other types of documents and help ensure compliance with FMLA regulations.

Please see the following datasheets in the Additional Information – Workforce Central Specific **Attachments** section of this proposal:

Workforce Central Leave Datasheet

WORKFORCE CENTRAL ANALYTICS

Workforce Analytics enables users to perform analytic queries on data derived from the Workforce Central timekeeping database. Includes dashboards, metrics and key performance indicators, visualizations, custom reports and plug-in applications to uncover and provide new insights into your workforce data.

Please see the following datasheets in the Additional Information – Workforce Central Specific **Attachments** section of this proposal:

Workforce Central HRMS Reporting



WORKFORCE CENTRAL ATTENDANCE

Workforce Attendance improves your control over employee absenteeism and achieve better results. This powerful application automates and streamlines the administration and enforcement of your attendance policies. Workforce Attendance offers several powerful features to help you configure and manage your organization's attendance policies.

Please see the following datasheets in the Additional Information - Workforce Central Specific **Attachments** section of this proposal:

Workforce Central Attendance Datasheet

WORKFORCE CENTRAL RECORD MANAGER

Workforce Record Manager is a comprehensive, powerful archiving application that helps you move data effortlessly from one Workforce Central database to another. It also provides the robust functionality you need to create optimum archiving processes. As a result, overall data management can be improved, which helps reduce risk and save time and money while empowering your IS department to focus on key strategic initiatives.

WORKFORCE CENTRAL INTEGRATION MANAGER

Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

WORKFORCE CENTRAL TALENT ACQUISITION

Workforce Talent Acquisition offers a single unified platform with powerful solutions for both highvolume hiring and salaried recruiting; combining industry-leading automation and employee selection tools with smart, friendly technology that creates an easy-to-understand user experience. You can source, screen, and select all of your best-fit candidates with speed and efficiency all from a single solution. The way hiring is meant to be. Workforce Talent Acquisition is a hosted, web-based, integrated solution for sourcing, tracking, selecting, hiring, and onboarding employees. The comprehensive Hiring Management Console (HMC) provides hiring managers and recruiters with optimized interfaces for managing both position-based and requisition-based hiring as part of one, unified hiring solution. Workforce Talent Acquisition enables hiring managers and recruiters to:

 Manage the Candidate Experience. Kronos sets up Candidate Experience sites to meet the needs of each application site by configuring job application workflows, branding, standard e-mail messages, and display text. Job application workflows can be configured to ensure adherence with



- local recruiting and hiring laws. Hiring managers and recruiters therefore receive applications that are specific to the positions and requisitions they need to fill.
- View all application information using a single portal. The HMC is intuitive and requires minimal training for hiring managers and recruiters. It minimizes the number of screens that managers look at, without compromising the need for a complete, real-time picture of the hiring workflow and application status. It helps hiring managers and recruiters track applications from the time they are received through hiring, onboarding, and eventually to employee separation.
- Make fast, consistent hiring decisions based on hiring selection tools. Kronos has inte-grated with third party assessment vendors who offer applied hiring selection science for many years. The applied hiring selection science enables clients to select employees who are more likely to stay longer and perform better, resulting in measurable gains in overall workforce productivity.
- Use configurable hiring processes for each position and requisition. Hiring processes can be configured to reflect the unique hiring requirements for each job and application type within a geography, brand, division, or company. Numerous multi-step workflows can be built that precisely define the steps that job seekers must take. Application information and decision criteria are captured consistently and accurately, while expediting the job seeker's movement through the hiring process. Workflow branching enables complex workflows to be built and run based on decision points throughout the hiring process.
- Use background and drug checks from third-party vendors. Background and drug checks from industry-leading screening vendors can be fully integrated with Workforce Talent Acquisition. The checks are run as part of the hiring process and the results are provided to hiring managers in the HMC.
- Onboard employees. Onboarding modules collect information from employees after they have been hired using an automated process, electronic forms, and electronic signatures. This electronic process eliminates paper forms and ensures that employees sign all required forms before they start work. Onboarding modules provide a positive hiring experience for candidates, and can save clients both time and money at this final step of the hiring process.
- Exchange data seamlessly with other enterprise software systems. Data from workforce management and human resource applications can be imported into Workforce Talent Acquisition to automatically update employee, job, and location information. Information from Workforce Talent Acquisition can be exported to notify workforce management and human resource systems about new employees.
- Optimize sourcing efficiency. Workforce Talent Acquisition provides a set of sourcing management tools (for example, position and requisition configuration tools) and portals, which help clients to:
 - Create a positive, predictable experience for job seekers
 - Increase access to open positions and requisitions, and thereby widen the talent pool.
 - Maintain a healthy flow of qualified job applications
 - Optimize recruiting spend and strategy
 - <u>Candidate Experience</u> The Candidate Experience supports multiple, easy-to-use application channels. Job seekers can apply to multiple jobs, in multiple locations, in a



- single application session. Job seekers can easily post resumes, view realistic job preview videos, and use social networking to share job information with friends or to learn more about the organization that they are applying to. The Candidate Experience builds allegiance to the client's organization from the start.
- Reporting Capabilities Hiring managers have access to many reports that can help them understand the effectiveness of the hiring processes and where the most qualified job seekers have been coming from. Report access is controlled by roles and permissions assigned to each HMC user. Corporate Web Reports are run from an analytics server and Requisition Reports are run from the Kronos Reporting Center.

WORKFORCE CENTRAL TALENT ACQUISITION EXPRESS

Workforce Talent Acquisition Express offers the performance and reliability of our world-class enterprise solution, with a much lower ownership cost and faster implementation. That's because Express is right-sized and comes preconfigured specifically for the needs of your business. You have the luxury of being able to start hiring quickly — and then add optional features at your own pace, with your unique budgetary parameters in mind.

- Workforce Talent Acquisition Express delivers an industry-leading solution for hourly hiring that includes a friendly user interface, role-based dashboards, reporting for every level, and much more.
- Express helps foster a positive candidate experience by creating easy-to-use career sites that convey your organization's brand. Customizable emails, templates, and messages allow you tailor communications to your unique needs and the needs of your candidates.
- Best-practice tools allow you to screen applicants with standard, minimum-qualification criteria, such as work eligibility or willingness to submit to a drug test.
- Express offers a user-friendly experience with its Hiring Management Console, including
- Role-based dashboards configured for field and corporate managers
- Candidate grids with detailed application information
- A searchable database of applicants that can be shared across multiple locations in your organization
- Employee onboarding can be done quickly and efficiently, because Express allows you to
- Generate pre-populated new-hire paperwork and store forms electronically for easy retrieval
- Improve efficiency by providing electronic signature capability
- Hiring reporting and analytics give you visibility across many dimensions, and help you report at every level — local, regional, and corporate — so you can
- Improve hiring effectiveness
- Make smarter hiring decisions at every site
- Gain insights into sourcing, compliance, and turnover



• Workforce Central - Talent Acquisition Express Datasheet



Workforce Central Data Collection and Self Service

WORKFORCE CENTRAL EMPLOYEE

Workforce Employee is the intuitive, browser-based interface your employees use when entering time and labor data and accessing human resources and payroll information and processes. It allows them to view hours worked, approve timecards, or enter shift preferences and availability. Employees also use Workforce Employee to view work schedules and current and projected leave balances. Beyond time and labor, employees use Workforce Employee to view payroll information, such as earnings history and tax withholding, and make changes to payroll preferences like direct deposit. Workforce Employee provides convenient Web access to a breadth of human resources information as well, including available training, job openings, and benefits enrollment. Employees can use Workforce Employee to make changes to personal information, enroll in benefits or training programs, or simply to answer questions. It empowers employees with information and tools to do their jobs more efficiently and more effectively. And it enables them to manage their own human resources and payroll information, which lessens the administrative burden on human resources and payroll staff as well as managers.

WORKFORCE CENTRAL MANAGER

Workforce Manager adds key capabilities designed to empower your managers. Workforce Manager streamlines routine time and labor tasks, such as approving timecards or leave requests, and enabling managers to create, maintain, and edit schedules in real time. It also facilitates common human resources functions, including hiring and performance reviews. Workforce Manager enables management by exception, a significant time saver in that it alerts managers to the issues that require immediate attention, such as an employee approaching the overtime threshold. Workforce Manager provides managers with rich visibility into their staff, including skills, experience, and completed training, all of which is essential to helping them optimize the workforce: placing the right employees with the right skills in the right place at the right time, every time.

WORKFORCE CENTRAL TELETIME

Workforce TeleTime leverages the convenience and accessibility of the telephone to collect time and labor information from employees on the move. Workforce TeleTime provides a solution for these employees and managers, whether they telecommute, work in multiple facilities, travel frequently, or just don't have access to a data collection terminal or the Web. These employees can use this interactive touchtone application for a range of time and labor transactions.



WORKFORCE CENTRAL MOBILE

The Kronos Workforce Mobile solution gives you a mobile connection to your Workforce Central system. This means your workforce can complete common administrative tasks right on their mobile devices. This on-the-go access means your workforce is able to instantly engage, make effective decisions, take action, and move on. It's mobile workforce management. And it will fundamentally change the way your workforce interacts and connects with your organization.

Please see the following datasheets in the *Additional Information – Workforce Central Specific* **Attachments** section of this proposal:

Workforce Central Mobile Datasheet

WORKFORCE CENTRAL MOBILE MANAGER

All Workforce Mobile Manager functionality allows managers to quickly and easily sort large lists of employees using hyperfinds and period definitions. With Workforce Mobile Manager, managers can:

- Set alerts for instant engagement for issues that require the manager's attention including: Timecard exceptions/approvals and time-off requests.
- Define workflows for Common workforce management tasks optimized for mobile devices including: managing basic timecard exceptions, manage time card approvals, and manage time-off requests.

WORKFORCE CENTRAL MOBILE EMPLOYEE

Engaging mobile employees when they are in the field, as well as an alternative self-service method for on-site employees. With Workforce Mobile Employee, employees can:

- Punch from phone w/GPS
- Approve my timecard
- Request time off
- View my timecard
- View my schedule
- View accruals
- Labor level transfer
- Job transfer
- Define work rule
- MobileViews



Workforce TeleStaff

The Kronos Workforce TeleStaff scheduling solution will provide you with the tools to completely address your public safety scheduling and communication needs. The technology and innovation behind Workforce TeleStaff will allow your organization to eliminate time trying to schedule and communicate to staff as well as manage routine workforce tasks, while increasing capacity for strategic and tactical management of mission critical operations. Since 1997, Workforce TeleStaff has been synonymous with automated employee scheduling and communications for the Public Sector. It was a first-to-market solution truly redefining the way public safety operations manage staffing by merging telephony and scheduling capabilities into one system to solve scheduling and communication problems plaguing operations. Designed to eliminate paper-based, manual and error-prone staffing processes inherent to public safety, Workforce TeleStaff is able to automate workforce management processes – allowing command staff, officers, first responders, and other critical resources to divert their attention to their mission critical work at hand as opposed to time-consuming and routine scheduling-related tasks.

- Workforce TeleStaff is a 100% web application. It can be viewed on any HTML5 browser, and because of responsive design, it will conform to the device being used – smartphone, tablet, computer.
- Workforce TeleStaff is a Kronos product. It has bi-directional communication Kronos Workforce Timekeeper and Workforce Ready.

For additional information, please see the following datasheets in the *Additional Information* – Workforce Central and Workforce TeleStaff Specific Attachments section of this proposal:

- Workforce TeleStaff Fire-Rescue and EMS Solution Guide
- Workforce TeleStaff Law Enforcement Solution Guide

WORKFORCE AUTOMATION

With Workforce TeleStaff, telephony technology is designed into the system and is tightly integrated to seamlessly communicate scheduling information employees. Workforce TeleStaff's telephony governs inbound and outbound communications by touch tone phone, Smartphone, text, e-mail, pager or fax. Additionally, the designed-in telephony works in tandem with the rules-processing scheduling engine developed using US-patented technology created by the Workforce TeleStaff Solutions Group (TSG). This technology combination is a distinct capability that sets Workforce TeleStaff apart from other vendor offerings. The rules-processing engine is able to reduce hundreds of potential candidates to an accurate list of qualified staff members ordered correctly for each position under consideration. Workforce TeleStaff not only automatically generates the list of potential candidates (while providing documentation for those that it disqualified), but it then uses additional rules to fairly order the list, using common and more complex sorting criterion. While many products offer basic seniority or last worked options, Workforce TeleStaff provides four tie-breaking sorting levels with hundreds of options at each level.

The solution's ability to intelligently order lists down to the singular correct staff member from a potential staff member pool of hundreds is a special capability and only unique to the Workforce TeleStaff solution.



Once a list is ordered, the telephony functionality can then execute automatically – without human intervention. As soon as the outbound has been initiated, WFTS runs the rules and procedures, builds a list of qualified employees, and begins sending out, in order, working opportunities to the employees. Every time an employee logs in to WFTS over the Internet, workstation, or telephone, or when they answer a WFTS call, they are prompted to identify themselves through a secure password so that they can accept or deny the work offer. The employee can accept, reject or skip the opportunity. If the employee rejects, WFTS records the date and time the assignment was rejected and moves on to the next employee to contact. The scheduler can monitor and audit this process from the Roster while moving on to other tasks. When an employee accepts the opportunity, WFTS automatically places their name into the vacancy on the roster.

In order to be truly automated, the telephony must call the proper person which means the solution must be able to process complex rules and make an intelligent staffing decision correctly - for every vacancy. Workforce TeleStaff is able to accomplish this because from the onset of the product design, telephony and the rules-engine has been a core design consideration and has evolved over 20 years of product enhancements and adaptability. Product offerings that are unable to automate complex rules and decision making do not offer a benefit with a telephony feature. If a product cannot reduce a list of candidates down to one person then it cannot possibly make unattended phone calls to fill positions.

COMPLIANCE

Collective Bargaining Agreements are common throughout the Public Health and Safety industry. Workforce TeleStaff is designed to recognize unique collective bargaining rules by back filling positions based upon mandated requirements and restrictions. Whether utilizing sorting criteria of hours worked, seniority, or number of opportunities for overtime, Workforce TeleStaff will automatically filter through an adundant amount of sorting criteria to find the most fair and qualified personnel to comply with these rules and regulations. After Workforce TeleStaff determines the most appropriate listing of candidates, contact is then automatically made over the Internet, telephone or intranet, notifying staff members and then updating all aspects of the system, including employee personal scheduling calendars and rosters.

WORKFORCE TELESTAFF: THE MOST RELIABLE SCHEDULING SOLUTION FOR PUBLIC SAFETY.

- Fairer and more accurate personnel scheduling. With the automated tools of Kronos Workforce TeleStaff, you can prebuild schedules and rosters. Track employee certifications and qualifications. Automatically relay scheduling communications. You can even support different business and union rules for various departments — and know that staffing decisions are always validated against rules.
- Automatic, rules-based assignment of overtime. Overtime positions are automatically assigned based on rules you configure. Employees are notified in entitlement order, and all employee overtime activity is tracked for auditing purposes.
- Integrated communication. Scheduling and communication functionality is integrated in Workforce TeleStaff, which eliminates manual phone calls and expedites scheduling. The right employees are contacted in the right order, and all communications are automatically documented.
- Better emergency response. Workforce TeleStaff finds and contacts employees by phone, text, email, and inter/intranet for quick scheduling and deployment. Vacant positions are automatically



backfilled. And command post scheduling can be done via the web. Workforce TeleStaff also tracks hours related to emergency response and prepopulates its built-in FEMA reporting module.

- Optimize scheduling, communications, and deployment of your public safety personnel. Workforce TeleStaff is the time-tested, proven automated scheduling solution that public safety organizations around the country rely on. Part of the Kronos Workforce Central® suite, our comprehensive workforce management platform, Workforce TeleStaff optimizes the scheduling, communications, and deployment of public safety personnel and other critical resources.
- Control labor costs. Allocate overtime fairly, create schedules based on demand and employee preferences, and reduce overstaffing
- Minimize compliance risk. Uses your unique scheduling rules and adheres to labor laws and union rules
- Improve productivity. Automated position, shift, and vacation bidding frees supervisors' time and improves employee satisfaction
- Open lines of communication. Lets you locate, notify, and deploy the right employees for each situation



Kronos InTouch

The Kronos InTouch provides an unrivaled user experience that reshapes the way employees interact with your workforce management system; all through a simple touchscreen time clock.

- Designed for an intuitive user experience. Simple and intuitive, the Kronos InTouch® is durable, reliable, and easily customizable. And with its straightforward user interface, it provides a fast selfservice view into any employee's work-related information. And with a large 7" touchscreen with wVGA and full color LCD, it delivers a superior user experience and fast user adoption. Plus, full video streaming capabilities give employees the important information they need as soon as they walk through the door.
- Unprecedented time-tracking accuracy. Prevent buddy punching and verify employee identity with biometric identification functionality that provides unparalleled accuracy. Or, if biometric identification isn't right for your organization, the InTouch supports all major badge formats. including a new smart card reader.
- Cloud-based technology lets you remotely monitor employee information. Cloud-based applications demand secure devices that can be accessed at any time, from anywhere. The Kronos InTouch can meet those demands. And one of the most powerful and unique capabilities of InTouch is its ability to be monitored and controlled from a remote location. Combined with VoIP phone support, it delivers an unprecedented level of help to frontline managers and employees alike.
- Designed with you and your bottom line in mind. Complete automation and full visibility innovative InTouch functionality translates to faster employee deployment, less wasted time, and increased productivity.
 - Automation. Eliminate the tedious work of manual time and attendance tracking and reduce errors.
 - **Compliance.** Minimize compliance risk by preventing employees from working outside their scheduled hours.
 - Productivity. Employee self-service access to scheduled hours and time-off balances frees managers for higher-level activities.
 - Security. Access important employee information anytime, anywhere, thanks to secure cloud-based technology.
 - Intuitive. Easy-to-use 7" screen, plus color-coded light indicators, provide users with a simple, streamlined experience.

For additional information, please see the following datasheets in the **Additional Information** – **General Kronos Attachments** section of this proposal:

Kronos InTouch



2. Provide a description of any related products, services or systems offered by your company. Include any associated costs in the Cost Proposal.

Please see the Product Information / Service Capability and Products, Services and Solutions sections of this proposal for a complete review of our proposed Workforce Dimensions, Workforce Ready, Workforce Central, Workforce TeleStaff, Kronos InTouch, and Payroll Services solutions and services.

Additional Workforce TeleStaff Service capabilities:

- Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.
- When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.
- 3. Please describe any training and educational programs you offer. This may include the ability to provide on-site or online training and educational seminars or technical knowledge.

Ongoing Training

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Access to the Kronos Community includes:

- Cases Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- Get Answers Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more.
- Learn Community offers easy access for Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.



- Discussions Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.
- Ideas Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

Workforce Dimensions, Workforce Central and Workforce TeleStaff

TRAINING

Kronos curriculum is structured by employee job role to ensure that every member of your team who interacts with the Kronos application has a clear learning path designed to develop their technical and/or non-technical knowledge in a logical progression. Our typical training package includes:

- Instructor Led Training Instructor led training is delivered in a public virtual classroom or in a private onsite or virtual classroom. A learning path is developed for each user role.
 - Core Team training will help your key functional and technical users to make informed solution design, configuration decisions and provide core product knowledge
 - Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - Configuration Specialist training will prepare you to support and maintain application configurations and complete configuration tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - IT Specialist training will prepare you to support and maintain the database, interfaces, or other technical tasks. This training may require pre-requisite knowledge of the core solution functionality.
 - Train-the-Trainer Programs prepare your internal training team to deliver user training to Manager and Employee license users. Included in the program is an editable user guide that your internal team can tailor to your implementation. End User Training includes options such as the Train-the-Trainer Programs, Kronos Instructor-Led Training, and editable KnowledgeMap employee training kits.
- KnowledgeMap KnowledgeMap is an online educational portal. It provides access to training kits, tutorials, task simulations, job aids, webinars, and additional educational documents to help your team succeed. Kronos Educational Services can be engaged to customize training curriculum to your implementation, or deliver the end user training for your organization.



Workforce Ready and Payroll Services

TRAINING

Your investment in Workforce Ready represents a major step toward more cost-effective workforce management. It can deliver measurable value only if you and your employees use it consistently and effectively, and take full advantage of all of its capabilities. With learning and performance support resources at your fingertips, you can be more productive on the job.

Workforce Ready provides users with access to My Learning (powered by Kronos KnowledgePass) with online, role-based training content and support tools that provide step-by-step training on a variety of common tasks.

- Three-minute how-to simulations: Quick and easy demonstrations of common tasks that provide effective training on skills reinforcement.
- Job aids: Handy, printable reference sheets with step-by-step instructions for performing common tasks and that supplement and support employee training to help ensure optimized system adoption.
- Sandboxes with Exercises: Available for Administrators, these tools let users practice performing tasks in a training database. Users can follow steps in the exercises document and perform specific tasks in a training database to which they have temporary access.

Accessed directly from the Workforce Ready interface, My Learning is an ideal resource for:

- On-boarding new hires without pulling other staff from their tasks
- Assisting employees who transition to management roles
- Delivering a skills refresher on a particular application or feature set
- Staying up-to-date on product enhancements
- Reducing support calls

Workforce Ready also delivers learning and performance support resources at your fingertips, so managers, employees, and administrators can be more productive on the job. Workforce Ready provides users with access to My Learning, in-product role-based training content and support tools that provide step-by-step training on a variety of common tasks. A role-based library of learning and support resources provides users with step-by-step instructions on common human capital management tasks. Users see only the resources relevant to their role or security level, such as project team, employee, department manager, and HR/payroll administrator. Tools within this library include:

- Three-minute "how to" video simulations that provide quick and easy demonstrations of common tasks for effective training or skills reinforcement
- Job aids: Handy, printable reference sheets with step-by-step instructions for performing common tasks that supplement and support employee training to help ensure optimized system adoption.



 Instructor-Led Training: Designed for the system administrators, delivered remotely, and focusing on various components of the WFR application, these sessions contain many scenarios (labs) for the student to take ownership of the application.

In addition to My Learning tools, scheduled and on-demand training webinars as well as online instructor-led courses ensure that employees can more easily stay up to date on product enhancements, which can not only support user adoption rates can also reduce support calls.

We also have training partners that will develop customized user training for managers and employees to meet the company's needs.

4. Please provide any consulting services included in your offering. Examples include inventory solutions, emergency preparedness programs and design services.

Kronos Community

As a Kronos customer, you will have access to the Kronos Community where you can connect with Kronos customers, partners and product experts to get help, training and share ideas. Discover the tools and resources you need to maximize your Kronos solution, and tap into the educational offerings, remote customer support, eCase management, customer forums, documentation, and more that Kronos experts support. Access to the Kronos Community includes:

- Cases Creating a support case is easy in the Community when using the Cases menu button. Simply provide a case title, description, search your account name or solution ID in the field, and then submit. Once you create a case, you can also add attachments. If you have multiple cases open at once, managing them is simple when you filter by case owner, case status, or date range. And if you're a customer or a partner with multiple solution IDs, simply filter by your solution ID for quick access to the case you want.
- Get Answers Questions? Community is fully searchable. The global search bar will make appropriate suggestions, helping you optimize your search term and access the best possible answer. Results include Knowledgebase articles, Documentation, Technical Advisories, Service Packs, Discussions, Answers, and more.
- Learn Community offers easy access for Kronos training, thought leadership newsletters, and expert insight blogs. Community also offers access to Kronos KnowledgePass™, an educational subscription offering that provides unlimited access to tutorials, how-tos, live webinars, sandbox environments, and more. The Learn page is also your gateway to HR and Payroll Answerforce™, which provides timely, high-quality information through Wolters Kluwer.
- Discussions Connect with Kronos customers, partners, and product experts in Discussion Groups that are organized by product, industry, or special interest. With hundreds of active Community members, there's always a valuable conversation to jump in on. Join product-specific Alert groups to receive emails about high-priority product issues like Service Pack releases, technical advisories, and more. And staying up to date on your industry is easier than ever when you follow industry news as it develops in industry-specific groups.



Ideas - Have ideas for product or Kronos Community improvements? Kronos listens to all of our customers. Simply access the Community to add comments to ideas you want to expand on, or submit an idea of your own. Search existing Idea posts by product platform and application, and vote ideas up or down so the most popular ones rise to the top.

Workforce Dimensions

- Workforce Dimensions Service Capabilities. Start off on the right path with a strategic plan and insights on best practices that guide you to success. Our team of expert consultants will help you achieve smart value fast with services that help you get the most from your Kronos® solution. Once you're live, we're there to make sure you unlock your solution's full value, positioning you to achieve early success and ROI. Our people, our expertise, and our time-proven processes get you up and running fast with a solution that is easily deployed and managed in the cloud
- Workforce Dimensions Customer Success Plans. Optimize productivity and performance with cross-functional support, comprehensive education tools, and outcome-driven customer success management. Our three Customer Success Plans offer you the flexibility to choose the success approach that best meets your unique business needs – accelerating value at every point in your customer journey and empowering you with everything you need to succeed.'
- Workforce Dimensions Deployment Services. Get your teams up and running fast with Kronos Paragon™ — a value-centric deployment approach that leverages iteration and expertise through our skilled consultants and the use of proprietary technologies. Paragon streamlines the deployment of your Kronos solution in the cloud and speeds your time to value, getting a working solution in your hands faster than ever before. And harness the power of data to further accelerate the time to value of your Kronos investment. Our integration services make it easy to share Workforce Dimensions data and streamline successful API integrations across your key business systems.
- Workforce Dimensions Educational Services. Kronos Educational Services provides individualized, role-based, just-in-time learning to prepare your core project team and increase user acceptance of your new solution. Receive the right training at the right time and maximize ROI with Kronos KnowledgeMap™ — a progress tracking, online education portal providing anytime, anywhere access to learning and performance support resources — and the opportunity to leverage personalized, instructor-led training.
- Workforce Dimensions Support Services. When you need assistance above and beyond what your Customer Success Plan provides, we've got you covered. Protect your Kronos Timeclocks and your peace of mind — with Equipment Support Services or partner with a Technical Account Manager for dedicated technical support coupled with a deep understanding of your business needs.
- Workforce Dimensions Advisory Services. Advisory Services offers success-oriented, best practice direction to guide you through your customer journey and achieve continuous value from your solution. Count on industry experts to help drive standardization and global strategy and map a long-range plan for success. Moving to Workforce Dimensions? We're here to help with a smooth migration. Workforce Dimensions Migration Assessment is carefully designed to prepare you for a seamless transition.



Workforce Central and Workforce TeleStaff

Kronos offers the industry's most comprehensive services portfolio. From small and midsize businesses to large global enterprises, Kronos can put together a services plan that makes sense for you. Implementation, business consulting, employee training and user adoption, technology support, and more — Kronos can help you every step of the way.

When you invest in a Kronos solution, you are getting cutting-edge technology complemented by award-winning service and support. We help you get the best return on your investment and provide a lower cost of ownership over the life of your solution. And our experts are always available to help you maximize performance. Below is a description of Kronos' services with links to more information.

- Workforce Central and Workforce TeleStaff Implementation Services: One of the most important steps in helping you achieve rapid value from your workforce management solution is starting with a smooth implementation — to get you and your teams up and running fast! From our proprietary Kronos Paragon™ application implementation methodology, and simplified cloud deployment for fast and easy upgrades, to advanced testing options to help ensure immediate success. Our online project work space, dynamically created documentation, and accelerated testing speed your time to value. kronos.com/kronos-services/workforce-central-implementationservices
- Workforce Central and Workforce TeleStaff Educational Services: You've invested in a workforce management solution — and Kronos Educational Services is here to help you make the most of it. As your education partner, we provide individualized, role-based learning that supports user acceptance, delivers employee-specific training, and maximizes solution success and ROI within your organization. kronos.com/kronos-services/workforce-central-educational-services
- Workforce Central and Workforce TeleStaff Advisory Services: With over 40 years of workforce management expertise, we're here with best practices insight to support your workforce management journey. Count on our expertise to lead you down the best path toward efficiency and help build a strategy that will ensure you're getting continuous value from your Kronos system. kronos.com/kronos-services/workforce-central-advisory-services
- Workforce Central and Workforce TeleStaff Support Services: Enjoy peace of mind throughout your Kronos relationship thanks to comprehensive, award-winning customer support designed to deliver value to every facet of your organization, not just IT. Kronos Support Services provides software and equipment support online or on the phone when you need it. With a variety of support options available, you get the level of support your team needs to ensure your applications run at optimal performance. kronos.com/kronos-services/workforce-central-supportservices



Workforce Ready and Payroll Services

Through the Workforce Ready Marketplace, Kronos provides access to Wolters Kluwer's HR and Payroll Answerforce. This comprehensive resource center delivers up-to-date human resources. employee benefits and compensation, employment, and regulatory information from Wolters Kluwer. It's a gold mine for HR and payroll professionals who want to work smarter and stay informed about what's happening in their field. With over 15,000 documents in the database and 8-20 new articles per day, HR and Payroll Answerforce is a power tool that delivers. The state law summaries are very detailed and comprehensive which is hard for others to mimic or equal. Also, boasting over 900 "tool" documents that include sample policies, forms, agreements, training checklists, and federal and state posters as PDF attachments, it all adds up to one amazing set of content.

For additional information, please see the following datasheet in the **Additional Information** – Workforce Ready Specific Attachments section of this proposal:

Workforce Ready Marketplace

5. Are your products able to integrate with other services, such as job board integration, Work Opportunity Tax Credit services, HR and Payroll Knowledge Base, benefits carrier integration, and telephony data collection systems? If so, please provide details on the services and integration capabilities.

The Kronos Workforce Dimensions, Workforce Central, and Workforce Ready product suites can all manage this requirement.

Workforce Dimensions

The proposed solution includes a tool called Workforce Integration Hub. Workforce Integration Hub delivers fast, efficient integration services between the Kronos solution and any combination of cloud, SaaS, or on-premise third-party applications. Key benefits of Workforce Integration Hub include:

- Sharing employee data with other applications in target formats
- Keeping your HR information synchronized with your systems of record
- Achieving seamless integration across all applications
- Accelerating time to value with easy to build and deploy integrations
- Improving data integrity and consistency by quickly integrating disconnected information silos across your business
- Auto-scheduling interface processes for timely, effortless data exchange

The Workforce Integration HUB is an integrated component of the unified Workforce Dimensions HCM platform. Unlike standard APIs that simply push and pull data to and from Workforce Dimensions, the innovative toolset supports more sophisticated interfaces that extract, transform, and load data across multiple third-party systems including job boards, benefit carriers, finance programs, or ERP systems. It can be used for integrations, historical data loads, and custom connections to keep HCM and other critical business processes running smoothly and efficiently.



Any list view screen or report can be exports to several formats including Excel, CSV, PDF, XML and more.

All types of interfaces and integrations are based on experience as well as customer specific requirements defined in integration workshops that lead to specific integrations design documents worked out by specific integration teams at Kronos.

Workforce Central

The Workforce Central Suite includes Workforce Integration Manager (WIM). Workforce Integration Manager is a data configuration and conversion tool that allows you to quickly and reliably convert workforce management data into the appropriate format for a target application. Workforce Central adds value to analytical and decision-support applications by expanding access to labor and other key business data. WIM offers extensive data manipulation and conversion capabilities for the most complex interface requirements. You can transfer data fields, such as employee ID and total worked hours, directly from your Kronos system to a destination system. Source data, like employee names or numbers, can be concatenated or parsed to meet import requirements. If your payroll or ERP system needs data that is stored in more than one system, the WIM interface can run SQL queries to extract information from a number of individual sources.

Kronos Workforce Integration Manager is easy to use, easy to own, easy to manage, easy to monitor — and it fits with what you've got.

Workforce Interface Designer, included with Workforce Integration Manager, is the configuration tool used to create and modify interfaces in business language, saving time and reducing the learning curve. Users can also modify interface configurations using simple drop-down menus, without reprogramming code. WIM allows users to run interfaces and make minor modifications without entering configuration screens. Password- protected Administration mode ensures that only authorized technical users can access interface configurations.

Workforce Integration Manager brings adaptability, functionality, and power to the challenge of meeting diverse customer needs, from a single interface with payroll to integration of labor data with complex ERP systems. WIM offers native intelligence about the content and format of data in the Workforce Central system, making interface configuration and maintenance faster, easier, and more efficient. And, by eliminating the need to work with a separate interface vendor, Kronos minimizes modification costs and delays. Kronos offers turnkey services to install, configure, and maintain your interfaces for optimal performance, or you can create your own interfaces. WIM is site-configurable, enabling your staff members to access interface setup and editing functions. No longer will you have to wait for a vendor to modify interface configurations for you. Need help? We provide comprehensive services to assist you with configuration and maintenance.

Workforce Integration Manager consolidates all interfaces, eliminating the need to re-engineer programming code or manage a number of separate interfaces. You can save time by running multiple interfaces with different sources and destinations from a single WIM installation. WIM can easily convert data files into the desired format. And WIM can perform multiple conversion processes within one interface, such as calculations, parsing, concatenation, SQL queries, and translation of data elements.



Workforce Integration Manager reports help you monitor the operation of your interfaces. The Last Run summary provides information about the last interface run (for example, the number of employees processed and records created). The Last Output file lets you quickly view the last output file created from your interface. The Link Configuration report is useful for troubleshooting and offers details on interface configuration such as the name of each record in the output, its source, and the description of any relevant conversion processes.

For our proposals, Kronos understands the importance of integration. We have specified within our pricing documents WIM integrations included as part of our proposal assumptions. Real-time integrations may also available using Workforce Central API's for an added cost upon further discovery.

Workforce Ready

The Workforce Ready Integration HUB is an integrated component of the unified Workforce Ready HCM platform. Unlike standard APIs that simply push and pull data to and from Workforce Ready, the innovative toolset supports more sophisticated interfaces that extract, transform, and load data across multiple third-party systems including other HR applications, finance programs, or ERP systems. It can be used for integrations, historical data loads, and custom connections to keep HCM and other critical business processes running smoothly and efficiently.

6. Describe your company's customer support capabilities. Include information on whether any functions of customer support are in-house or outsourced.

Customer Support Capabilities

Kronos does not use outsourced support service-contracted organizations for products designed and manufactured by Kronos. The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments. Kronos Global Support is a world class support organization dedicated to resolving issues quickly and reliably.

We have provided details for our support services for each product suite. In addition, Kronos offers equipment support services. For additional information, please see the following datasheet in the Additional Information - General Kronos Attachments section of this proposal:

Equipment Support Services



Kronos Workforce Dimensions Support

Leading you along the best path to your workforce management and human capital management success is our No. 1 priority. You can count on us to go the extra mile to deliver a proactive, personal, and proven experience by providing you with the training, thought leadership, tools, and data you need to succeed.

Our three Workforce Dimensions Customer Success Plans offer you the flexibility to choose the one that best meets your unique organizational needs, and all our plans are designed to help you maximize the full value of your Kronos solution.

COMMUNITY SUCCESS PLAN

ENHANCE VALUE through a digital, self-service, community-based approach

- Support Services
 - Local Time Zone Support 8am-8pm, M-F Support plus 2-hour response time to cases
 - 24x7 Mission Critical Support
 - Technical Account Manager (fees apply)
- Success Services
 - Kronos Community
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live (fees apply)

GUIDED SUCCESS PLAN

DRIVE SUCCESS with personalized guidance designed for your solution

- Support Services
 - Local Time Zone Support 8am-8pm, M-F Support plus 2-hour response time to cases
 - 24x7 Mission Critical Support
- Proactive Support
 - Technical Account Manager (fees apply)
- Success Services
 - **Kronos Community**
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live (fees apply)
 - Named Success Manager
 - Live Check-In Meetings (quarterly)



- Personalized Success Paths
- Success Reporting (semi-annually)
 - Executive Business Reviews (annually)
 - New Feature Review and Activation*
 - Optimization Assessment (semi-annually)

SIGNATURE SUCCESS PLAN

AMPLIFY BUSINESS outcomes with access to one-on-one success planning and technical support

- Support Services
 - 24x7 Support with 1-hour response time to cases
 - 24x7 Mission Critical Support
- Proactive Support
 - **Technical Account Manager**
 - Integration/API Support
- Success Services
 - Kronos Community
 - Kronos Onboarding Experience
 - KnowledgeMap
 - KnowledgeMap Live
 - Named Success Manager
 - Live Check-In Meetings (monthly)
 - Personalized Success Paths
- Success Reporting (quarterly)
 - Executive Business Reviews (quarterly)
 - New Feature Review and Activation*
 - Optimization Assessment (quarterly)
 - Industry Best Practice Audit (quarterly)

Kronos provides support services for all customer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

SUPPORT EXCLUSIONS

Support services do not include service to the Applications resulting from, or associated with:

1. Failure to use the Applications in accordance with Kronos' published specifications; or



^{*}Assistance integrating new licensed and nonlicensed features under 10 hours is supported.

- 2. Customer's end user computer or operating system malfunctions, including browser and internet connection: or
- 3. Services required for application programs or conversions from products or software not supplied by Kronos.

SERVICE COVERAGE PERIOD

Kronos provides Mission Critical support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Success Plan purchased with the Service.

Community Success Plan

- Local Time Zone Support
- Electronic submission w/callback Support
- 8:00 AM 8:00 PM Monday to Friday*

Guided Success Plan

- Local Time Zone Support
- Phone/Electronic Support
- 8:00 AM 8:00 PM Monday to Friday*

Signature Success Plan

- Local Time Zone Support
- 24 Hour Live Phone/Electronic Support 7 days per week

* Excluding Kronos holidays

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 Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the customer not being able to process their payroll, such as:
- Cloud outage
- Unable to sign-off Time Cards



- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical function within the Applications such as scheduling

Medium Priority

- A serious customer issue which impacts ability to utilize the application 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
- Application performance is inconsistent or fluctuates

Low Priority

- Non-critical problem generally entailing use and usability issues or "how to" questions such as:
- How do I set up a holiday pay rule?
- How do I run a report?

RESPONSE TIME

Kronos' Global Support organization responds to customer support calls in an average of 90 seconds or less. The Kronos Global Support customer service center is engineered to make your service call a successful one in the fastest time possible. Callers that register with their Solution ID are automatically routed to the support group queue specific to their product. Kronos utilizes a Priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Community Success Plan

- Priority High: A critical Customer problem such as the Software is "down" and Customer cannot utilize the Software, will have a response time of two business hours or less.
- Priority Medium: A serious Customer problem which impacts Customer's ability to utilize the Software effectively will have a response time of four business hours or less.
- Priority Low: A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

Guided Success Plan

Priority High: A critical Customer problem such as the Software is "down" and Customer cannot utilize the Software, will have a response time of two business hours or less.



- Priority Medium: A serious Customer problem which impacts Customer's ability to utilize the Software effectively will have a response time of four business hours or less.
- Priority Low: A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

Signature Success Plan

- Priority High: A critical Customer problem such as the Software is "down" and Customer cannot utilize the Software, will have a response time of one business hour or less.
- Priority Medium: A serious Customer problem which impacts Customer's ability to utilize the Software effectively will have a response time of four business hours or less.
- Priority Low: A non-critical problem with an acceptable workaround will have a response time of eight hours or less.

ADDITIONAL WORKFORCE DIMENSIONS SUPPORT FEATURES

- Critical Outages. Kronos 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 business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with Kronos during this period.
- Technical Escalation. Kronos' case resolution process is a team based approach structured around specific features within the Application suite and staffed by Kronos 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 and Cloud Operations 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 Kronos Community at https://community.kronos.com/s/article/ka361000000ACDuAAO/KB13193.
- Remote Support. 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.



Workforce Ready Support

CUSTOMER SUPPORT CAPABILITIES

Kronos does not use outsourced support service-contracted organizations for products designed and manufactured by Kronos. The Global Support staff consists of approximately 300 experienced service professionals that resolve 10,000 customer issues per month. The group is organized according to area of expertise and many of these support specialists are certified database and network experts. The Kronos Global Support organization is comprised of Support Engineers, Senior Support Specialists, Network Specialists, and DBAs who team to provide the highest level of support that the industry has to offer. Kronos continues to cross-train staff as needed to insure proper depth of knowledge in all product areas. In addition to our Help Desk support, Kronos employs hundreds of service consultants at the local level to support both software and data collection deployments. Kronos Global Support is a world class support organization dedicated to resolving issues quickly and reliably.

Hosting support is available 24 hours a day, 7 days a week, 365 days per year.

Kronos Global Support (KGS) Workforce Ready technical Support Services provides the answers and assistance you need, complementing your existing resources and continually expanding the value you receive from your Kronos system. Support Services are available to help every area of your organization achieve optimal software and hardware productivity and peak performance for improved bottom-line results.

WORKFORCE READY STANDARD SUPPORT PLAN

The Kronos Workforce Ready Standard Support Plan offers:

- Technical support services Monday through Friday: 8:00 a.m. 5:00 p.m. local time, excluding Kronos holidays, with access to Kronos technical support staff. There is an hourly fee for support outside of the contract times
- Web-based expertise that includes access to HR and Payroll Answerforce within Workforce Ready.
- Software Assurance that includes service releases and updates, remote support, and legislative updates.
- Access to the Kronos Community that includes KnowledgeBase, eCase Management, documentation, and customer groups.

WORKFORCE READY PLUS SUPPORT PLAN

The Kronos Workforce Ready Plus Support Plan offers:

- 24x7 technical support services
- Web-based expertise that includes access to HR and Payroll Answerforce within Workforce Ready.
- Software Assurance that includes service releases and updates, remote support, and legislative updates.



- Access to the Kronos Community that includes KnowledgeBase, eCase Management, documentation, and customer groups.
- Technical Account Manager (TAM) services*
- Proactive preventive support
- Complete issue tracking and management.

*The Workforce Ready Technical Account Manager (TAM) is a senior-level technical resource assigned directly to your account, providing technical support expertise gained through years of experience supporting Kronos products and working in the software industry. Among the services a TAM provides:

- Facilitates rapid case resolution to maximize system availability and efficient business operations
- Offers insight into support issues experienced by other Kronos customers, helping you avoid the same situation
- Your TAM gets to know you and your business so they are one step ahead of the problemresolution process
- Serves as your Kronos advocate
- Ensures your interests and unique needs are met
- TAMs are dedicated resources for the customer, but not exclusive.

PRIORITY BASED SUPPORT

The Kronos Customer Community offers online access to web-based case logging and tracking; a comprehensive, searchable knowledge base of product information; and customer forums for customers to connect with each other, partners, and Kronos employees to collaborate and talk about using our solutions, system documentation, and technical tips. Support calls are routed through a Kronos Global Support call coordinator. The call coordinator triages the call and determines the priority based on the issue and the customer's need. Callers who register with their site ID are automatically routed to the support group queue specific to their product. Response times are determined by priority level as indicated below. The call coordinator prioritizes calls based on the following service level agreement:

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 Kronos Community



Workforce Central and Workforce TeleStaff Support

For over 40 years, the Kronos Global Support team offers a wealth of experience supporting our products, from the most fundamental to the most challenging. This experience is the basis for a model that enables us to offer a variety of support services options enabling Kronos lets you decide which features matter most to your organization and select the plan that best meets your requirements. That way, you get just the right level of support to keep your Kronos applications performing at their peak for faster return on your investment in workforce management technology.

Choose from Gold, Gold Plus, Platinum, and Platinum Plus Plans. Our four tailored service plans help protect your Kronos investment and provide peace of mind through award-winning support. Our dedicated teams help you keep your Kronos applications running smoothly and continually returning value. And information tools on our Customer Community supplement the telephone and remote support offered under each plan.

GOLD SUPPORT PLAN

Our Gold Support Plan is designed to help you stay current with product news, industry trends, and software and legislative updates. In addition, it provides access to the tools and comprehensive information you need to diagnose and resolve issues — quickly and efficiently — so you can optimize productivity and realize greater value from your Kronos investment.

With the Gold Support Plan, your organization receives:

- Software Assurance patches, service packs, upgrades, legislative updates
- Coverage during standard business hours: 8:00a.m. 800 p.m. local time Monday through Friday
- Unlimited case (incident) generation and management
- Case escalation, resolution, and confirmation
- Proactive emails and news messaging
- Online access via the customer portal to:
 - eCase: web-based case logging and tracking
 - Comprehensive, searchable knowledge base
 - Customer forums
 - System documentation
 - Technical tips and FAQs

PLATINUM SUPPORT PLAN

This plan provides all the services included with Gold Support, along with:

- 24/7/365 access to our most senior support engineers
- Faster response times for high-priority cases



PLUS SUPPORT PLAN

Plus Support, which can be purchased with the Gold or Platinum Support plans, delivers the added benefit of a dedicated, senior-level technical account manager (TAM) assigned to your account. Providing expertise gained through years of software industry experience, multiple technical certifications, and extensive training on Kronos products, your TAM will:

- Pretest software patches and upgrades (including legislative and compliance updates) prior to implementation
- Serve as your single point of contact for in-depth technical know-how and business domain knowledge
- Facilitate rapid case resolution to maximize system availability and boost end-user productivity
- Offer insight into support issues experienced by other Kronos customers, helping you avoid the same problems
- Advocate for your organization's interests by sharing your feedback and requests with Kronos product development
- Participate in your organization's regularly scheduled support meetings, providing feedback and sharing best practices with support staff
- Help you prepare for HR/payroll events such as open enrollment and year-end (W-2) processing

For additional information, please see the following datasheet in the **Additional Information** – Workforce Central and Workforce TeleStaff Specific Attachments section of this proposal:

- Kronos Support Services at a Glance Technical Datasheet
- 7. Describe your company's ability to assist with recommendations on the development of a disaster recovery plan for Participating Public Agencies. Include any previous experience, contingency plans, alternatives and issues related to continuing system operations in the event of an extended total system outage.

In support of Kronos' mission to be the global leader in workforce management solutions in the cloud, Kronos has implemented a disaster recovery program. Kronos' Cloud Disaster Recovery Program is designed to provide a framework for both crisis management and disaster recovery as well as enable continued exceptional service to our customers in the event of a major disruption. The Kronos Cloud Disaster Recovery Program has been developed and is maintained to ensure continued alignment with Kronos' Business Continuity Management Program that defines requirements for Kronos disaster recovery plans and crisis management strategies.

For Agency specific Disaster Recovery and Business Continuity plan development Kronos recommends engaging with 3rd party entities who specialize in broad organizational DR/BC planning. This ensures all agency functions and scenarios are considered in the development of the plan.



SIGNED ADMINSTRATION AGREEMENT

