

COBB COUNTY, GA

Contract #18220 and 18221

for

Workforce Management Systems and Related Products,
Services and Solutions

with

Kronos Incorporated and Kronos SaaSr, Inc.

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos Incorporated and Kronos SaaS, Inc., effective March 18, 2019:

- I. Vendor Master Agreement Reference No. 18220 and 18221 and Signature Form
- II. Kronos Terms and Conditions for Participating Public Agencies
– Exhibit A (022019)
- III. Kronos SaaS, Inc. Terms and Conditions for Participating Public Agencies – Exhibit A (092018)
- IV. Supplier's Response to the RFP and General Attachments, incorporated by reference

Reference No. 18220

Reference Number	
Reference Depart.	Purchasing Department

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of **Sealed Bid #18-6390** ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE: Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

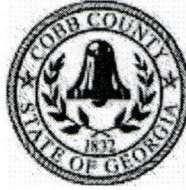
Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

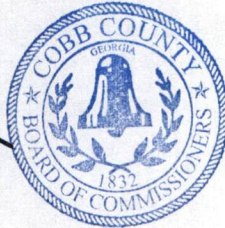
2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Michael H. Boyce, Chairman
Cobb County Board of Commissioners



3-5-2019

Date

Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

Authorized Signature

Chief Revenue Officer

Title

2/25/19

Date

FEDERAL TAX ID NUMBER

04-2640942

Approved as to form

County Attorney's Office

3/4/19

Date

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

 Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: Kronos SaaS, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

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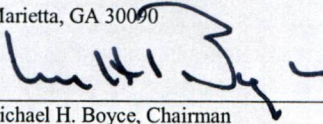
APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS

2-12-2019



Cobb County... Expect the Best!

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30060



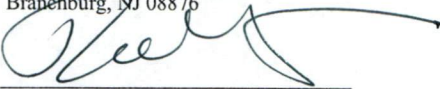
Michael H. Boyce, Chairman
Cobb County Board of Commissioners

3-5-2019

Date



Kronos SaaShr, Inc.
3040 Route 22 West, Suite 200
Branchburg, NJ 08876



Authorized Signature

President

Title

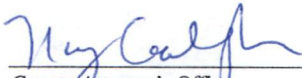
2/25/19

Date

FEDERAL TAX ID NUMBER

45-0474844

Approved as to form



County Attorney's Office

3/4/19

Date

Exhibit A

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES
(022019)

KRONOS TERMS

A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS INCORPORATED, AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

- SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.
- SECTION B: **TERMS AND CONDITIONS FOR SOFTWARE LICENSES, SOFTWARE AND EQUIPMENT SUPPORT SERVICES, AND EDUCATIONAL AND PROFESSIONAL SERVICES.** This Section apply for all transactions except Workforce Ready and the Workforce Central SaaS offering (not including the professional and educational services governed by this Section).
- SECTION C: [CLOUD HOSTING SUPPLEMENTAL TERMS AND CONDITIONS](#) . This Section applies only for transactions that involve Kronos hosting for Software licensed under Section B and identified as CLOUD. For renewal of the Cloud Services only.
- SECTION D: [KRONOS WORKFORCE CENTRAL SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Central transactions in a SaaS environment (except for the related professional and educational services see Section B)
- SECTION E: [KRONOS ADDENDUM WORKFORCE TELESTAFF IVR SERVICE](#). This Section applies to the Workforce Telestaff IVR service.
- SECTION F: [KRONOS HEALTHCARE EXTENSION WITH THE WORKFORCE CENTRAL SAAS](#). This section applies to the Healthcare Extension ordered with the Workforce Central SaaS.
- SECTION G: [KRONOS HEALTHCARE EXTENTION WITH THE APPLICATION HOSTING](#). This section applies to the Healthcare extension ordered with the Kronos Application Cloud services.
- SECTION H: [BUSINESS ASSOCIATED AGREEMENT](#). This Section applies with the services ordered under Sections G, H and K.
- SECTION I: [CLOUD SERVICES FOR EXTENSION APPLICATION](#). This Section applies with the Sections G and H.
- SECTION J: [CLIENT PARTNERSHIP SERVICES](#). This Section applies to the client Partnership services ordered by Healthcare Customers.
- SECTION K: [KRONOS WORKFORCE DIMENTIONS TERMS AND CONDITIONS](#). This section applies to the Workforce Dimension Services ordered by Customers.