

Cobb County, GA

Contract # 24-6833

for

Human Resource Systems and Related Products and Services

with

UKG Kronos Systems, LLC

Effective: July 14, 2025

The following documents comprise the executed contract effective: July 22, 2025

- I. Vendor Contract and Signature Form
- II. Exhibit A - Supplier's Response to the RFP
- III. Exhibit A-1 - Exceptions
- IV. Exhibit B - RFP #24-6833
- V. Exhibit C - UKG Public Sector MSA
 - 1. Exhibit C-1 - UKG Service Descriptions
 - 2. Exhibit C-2 - UKG Support Policy
 - 3. Exhibit C-3 - Acceptable USE Policy
 - 4. Exhibit C-4 - US Data Protection Addendum
 - 5. Exhibit C-5 - Details of Processing of Customer Personal Data
 - 6. Exhibit C-6 - Technical and Organizational Measures
 - 7. Exhibit C-7 - Supplement to UKG DPA for UKG Other Products and Services
 - 8. Exhibit C-8 Equipment Addendum
- VI. Exhibit D - UKG Perpetual Software Terms and Conditions Contract
 - 1. Exhibit D-1 - UKG Perpetual Software Commercial Terms and Conidtions
- VII. Exhibit E - UKG Statement of Work
- VIII. Exhibit F - UKG Business Associate Addendum
- IX. Exhibit G - Terms of Use for MyPeopleDoc

Master Agreement

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

Contractor: UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, MA 01851

Description: This Master Agreement for Human Resource Systems and Related Products and Services incorporates by reference the following, as applicable:

Exhibit "A" Contractor's Bid/Proposal submitted on August 8, 2024;

Exhibit "A-1" Exceptions

Exhibit "B" Owner's Request for Proposal #24-6833:

Exhibit "C" UKG Public Sector MSA also referred to as the UKG Kronos Systems, LLC Commercial Terms and Conditions and includes the following terms, of which the current applicable terms as of the execution of the Master Agreement are attached:

Exhibit "C-1" UKG Services Descriptions

UKG Extensions for Health Care Services Description

Exhibit 1 Cloud Services for Healthcare Extension

Exhibit 2 Security and Disaster Recovery

Exhibit 3 Service Level Agreement

UKG Great Place to Work Services Description

UKG Great Place to Work Services Description Badge Guide

UKG HR Service Delivery SaaS Services Description

Exhibit 1 Service Level Agreement for the Subscription
Services Availability

Exhibit 2 Customer Support Policy

UKG Income and Employment Verification from Equifax
Services Description

UKG One View Connect Services Description

UKG One View Managed Services Description

UKG One View Payments Services Description

UKG Pro Clinical Scheduling Extensions Services Description

UKG Pro Extended Services Description

UKG Pro Pay and/or UKG Pro People Center and UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy For UKG Pro Pay and UKG Pro People Center and UKG Pro Workforce Management

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

UKG Pro Pay and/or UKG Pro People Center Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy for UKG Pro Pay and UKG Pro People Center

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement

Exhibit 2 Customer Support Policy

UKG Ready Benefits COBRA Administration Services Description

Schedule 1 Duties of the Parties

UKG Ready Services Description

Exhibit 1 UKG Support Policy

UKG Ready Payroll Services Description

Pricing Exhibit

UKG TeleStaff IVR Service (User Based) Services Description

Acceptable Use Policy

UKG Virtual Roster Cloud and UKG Pit Manager Cloud Services Description

Exhibit 1 Service Level Agreement for the UKG Virtual Roster Cloud and UKG Pit Manager Cloud Subscription Services Availability

Exhibit 2 Customer Support Policy for UKG Virtual Roster Cloud and UKG Pit Manager

UKG Webhooks Premium Services Description

Exhibit "C-2" UKG Support Policy

Exhibit "C-3" (also labeled as Exhibit 1): Acceptable Use Policy

Exhibit "C-4" (also labeled as Exhibit 2): US Data Protection Addendum

Exhibit "C-5" (also labeled Schedule 1): Details of Processing of Customer Personal Data

Exhibit "C-6" (also labeled Schedule 2): Technical and Organizational Measures

Exhibit "C-7" Supplement to UKG DPA for UKG Other Products and Services

Exhibit "C-8" (also labeled Exhibit 3) Equipment Addendum

Exhibit 3 A Purchased Equipment Description

Exhibit 3 B Equipment Rental Description

Exhibit "D" UKG Perpetual Software Terms and Conditions Contract

Exhibit "D-1" UKG Perpetual Software Commercial Terms and Conditions

Section A General Terms and Conditions

Section B: Terms and Conditions for Software Licenses, Software, and Educational and Professional Services

Exhibit "E" UKG Statements of Work

UKG Launch Ready Statement of Work

UKG Launch UKG Ready Template Essentials Package Statement of Work

UKG Launch UKG Ready Plus Package Statement of Work

UKG One View Connect Statement of Work

UKG One View Managed Services and Payments Statement of Work

UKG Pro Pay and People Center Statement of Work

UKG Pro Workforce Management Statement of Work

Exhibit "F" UKG Business Associate Addendum

Exhibit "G" Terms of Use for MyPeopleDoc (UKG Employee Vault)

Exhibit "B" Owner's Request for Proposal #Error! Reference source not found., as modified by **Exhibit "A" Contractor's Bid/Proposal** and **Exhibit "A-1" Modification to Exhibit B** shall be incorporated only by reference herein and shall have no force or effect on the parties.



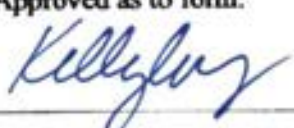
Purchasing Cooperative:	OMNIA PARTNERS PURCHASING COOPERATIVE: Contractor agrees to extend use of this Master Agreement to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) (Public Agencies) registered with OMNIA Partner, LLC's Purchasing Cooperative (Participating Public Agencies) under the terms of this Agreement (Master Agreement) and the Administrative Agreement found at Exhibit A.
Governing Law:	This Agreement shall be governed by the state law in which Participating Public Agency is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.
Term:	This Agreement shall begin on July 14, 2025 (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms) upon mutual written consent of the Parties unless earlier terminated as provided herein. This Agreement shall terminate absolutely on July 13, 2032. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is in effect. The Services which may be ordered will renew in accordance with <u>Exhibit "C" UKG Public Sector MSA</u> unless otherwise agreed between the Participating agency and the Contract. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Owner may terminate this agreement at any time for nonappropriation of funding subject to 30 days prior written notice.
Price:	Prices for services and equipment, if applicable, shall be as stated in Exhibit "A" Contractor's Bid/Proposal.

Billing:

For purchases made by Participating Public Agencies, the invoicing and billing requirements outlined in the applicable UKG terms and conditions as applied to the product/service 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.

OWNER	CONTRACTOR
Cobb County Board of Commissioners	UKG Kronos Systems, LLC
100 Cherokee Street	900 Chelmsford Street
Marietta, Georgia 30090	Lowell, MA 01851
 Lisa N. Cupid, Chairwoman	 MEI DENG, Director, Finance Business Ops.
Cobb County Board of Commissioners	UKG Kronos Systems LLC
Date 7/22/25	Date 7/14/2023
Approved as to form: 	Attest:
County Attorney's Office	Corporate Secretary
July 22, 2025	Corporate Seal
Date	
	Federal Tax ID Number 04-2640942



APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
7/8/25

UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



June 26, 2025

Certificate of Authority

I hereby certify that I am President and Manager of UKG Kronos Systems, LLC (the "Company") and that **Mei Deng, Director Finance Business Operations**, is authorized to execute contracts, contract amendments, sales order forms, quotes and Request For Proposal ("RFP") submissions on behalf of the Company.

A handwritten signature in black ink, appearing to read 'Elizabeth McCarron'.

Elizabeth McCarron
President and Manager

Exhibit “A”
Contractor’s Bid/Proposal



Cobb County Human Resource Systems and Related Products and Services Sealed Proposal # 24-6833

Brian Coopman
Director, Contracts & Procurement - Public Sector
UKG Inc.

900 Chelmsford Street
Lowell, MA 01851
T: 978.250.9800
www.ukg.com



Exhibit “A-1”

Modifications to Exhibit “A”

Exhibit “A-1”

Modifications to Exhibit “A”

Exhibit “B” Contractor’s Bid/Proposal contained certain exceptions to the requirements of **Exhibit “A” Owner’s Request for Proposal**. Some of the exceptions are accepted and others are not. Language that is struck through is not accepted. The remainder is accepted with the additional language that is underlined:

General

All references to “subcontractors” throughout the Contract will be deemed to be references to those third parties specifically and exclusively engaged for the provision of professional, implementation or training services pursuant to this Contract, and “subcontract” means a written agreement between UKG and such subcontractor to provide such services. For the avoidance of doubt, UKG’s use of third parties to supply software, infrastructure or other services to run its subscription services in general, and not solely for providing services under this Contract is not a subcontracting arrangement.

Section VII. Patent Indemnity

Please refer to UKG EULA provided as part of UKG’s response for patent and intellectual property infringement indemnification.

Section IX. Insurance

Please see redlines and comments to Cobb County’s Required Terms and Conditions provided as part of UKG’s response. Provisions to be conformed to UKG’s actual insurance coverage.

Section XIII. Contract

Please see redlines and comments to Cobb County’s Required Terms and Conditions provided as part of UKG’s response.

Section XIV. Delivery Failures

UKG takes exception to this requirement and expects that the protections afforded Cobb County and Participating Public Agencies in the Cobb County Required Terms and Conditions and UKG’s EULA will otherwise suffice.

Section XVII. Default

All remedies available to Cobb County and Participating Public Agencies are subject to the limitations of liability set forth in UKG’s EULA.

Section XVIII. Disputes

UKG must retain the right to appeal any decision by the Procurement Services Director.

Sections XXVII. Indemnification and XXVIII. Indemnification/Hold Harmless
UKG takes exception to these provisions to the extent they are more broad than the indemnification obligations found in UKG's EULA.

Section XXIX. Confidentiality

Please see UKG's affidavit declaring specific information to be exempt from disclosure under Georgia's Open Records Act.

Section XXXIII. Termination for Convenience

UKG requests 90 days prior written notice should the County wish to terminate the Contract for convenience.

Exhibit “B”
Owner’s Request for Proposal



Cobb County...Expect the Best!

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT

122 Waddell Street, NE
Marietta, Georgia 30060
(770) 528-8400 /Fax: (770) 528-8428
Email: procurementservices@cobbcounty.org
www.cobbcounty.org/procurement-services

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL proposals **MUST** be received at the Cobb County Procurement Services Department.

PROPOSALS MUST BE RECEIVED BEFORE 12:00 (NOON) ON CLOSING DAY

Any proposal received later than 12:00 (noon) will not be accepted. The County accepts no responsibility for delays in the mail. Proposals are to be mailed or delivered to:

**COBB COUNTY PROCUREMENT SERVICES DEPARTMENT
122 WADDELL STREET, NE
MARIETTA, GA 30060**

All proposals shall be submitted on the Proposal Form. Any revisions made on the outside of the envelope **WILL NOT** be considered.

PLEASE CHECK proposal specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.
Omission of these documents /forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

PROPOSAL SUBMITTAL FORM (REQUIRED)

- Official Signature is required on this form guaranteeing the quotation.

CONTRACTOR AFFIDAVIT and AGREEMENT – Exhibit A (REQUIRED)

- Affidavit **MUST** be signed, notarized and submitted with any proposal requiring the performance of physical services. If the affidavit is not submitted at the time of the proposal, proposal will be determined non-responsive and will be disqualified.

BID BOND (NOT REQUIRED)

A “SEALED PROPOSAL LABEL” has been enclosed to affix to your proposal. This label **MUST** be affixed to the outside of the envelope or package, even if it is a “NO PROPOSAL” response. Failure to attach the label may result in your proposal being opened in error or not routed to the proper location for consideration. No proposal will be accepted after the date and time specified.

Thank you in advance for your cooperation.



PROPOSAL SUBMITTAL FORM

SUBMIT PROPOSAL TO:

Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, GA 30060

SEALED PROPOSAL #: 24-6833

Request for Proposals

**Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department**

DELIVERY DEADLINE: August 8, 2024 BEFORE 12:00 P.M. (NOON) EST
(NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

Proposal Closing Date: August 8, 2024 @ 2:00 P.M. in the Cobb County Procurement Services Department, 122 Waddell Street NE, Marietta, Georgia, 30060.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

PRINT/TYPE NAME _____ TITLE _____

TELEPHONE: _____ FAX: _____

PROPOSER WILL INDICATE TIME PAYMENT DISCOUNT: _____

PROPOSER SHALL INDICATE MAXIMUM DELIVERY DATE (UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

Proposals received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all proposals, to waive informalities, to reject portions of the proposal, 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) proposal is in response to Sealed Proposal Number **24-6833**; 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 proposer. This offer shall remain open for acceptance for a period of 90 calendar days from the proposal opening date, as set forth in this invitation to proposal unless otherwise specified in the proposal documents.

NOTICE TO PROPOSERS - PROPOSAL QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

SEALED PROPOSAL LABEL

SEALED PROPOSAL ENCLOSED

DELIVER TO:

**Cobb County Procurement Services
122 Waddell Street NE
Marietta, GA 30060**

SEALED PROPOSAL # 24 - 6833 DATE: August 8, 2024

PROPOSALS MUST BE RECEIVED BEFORE 12:00 P.M. (NOON)

**DESCRIPTION: Human Resource Information Systems and Related
Products and Services**

VENDOR: _____

**LABEL *MUST* BE ATTACHED TO OUTSIDE OF PROPOSAL
PACKAGE**



Cobb County...Expect the Best!

"STATEMENT OF NO PROPOSAL"

COBB COUNTY PROCUREMENT SERVICES DEPARTMENT
122 WADDELL STREET NE
MARIETTA, GA 30060

TO ALL PROSPECTIVE VENDORS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail proposals to those vendors who may no longer be interested in participating in our Request for Proposals (RFP) process.

If you do not choose to respond to the attached RFP, please fill out the form below indicating if you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a proposal or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to submit a proposal will often return the entire solicitation packet. This is not necessary, and you can return this completed form to procurementservices@cobbcounty.org.

Thank you for your cooperation.
Cobb County Procurement Services Department

"STATEMENT OF NO PROPOSAL"

Sealed Proposal # 24-6833

Request for Proposals

Human Resource Information Systems and Related Products and Services

Cobb County Procurement Services Department

If you do not wish to respond to the attached Request for Proposals, **please complete this form and send to procurementservices@cobbcounty.org or by Fax to 770-528-8428**

I do not wish to submit a proposal on this solicitation.

I wish to be retained on the vendor list for this commodity and/or service: Yes _____ No _____

Please PRINT the following:

Company

Representative

You are invited to list reasons for your decision not to submit a proposal: _____



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REQUEST FOR PROPOSALS

Sealed Proposal # 24-6833
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department

Proposal Closing Date: August 8, 2024

Pre-Proposal Conference: July 10, 2024 @ 2:00 PM (E.S.T.)

Virtual (via Cisco Webex)

Meeting Link

<https://cobbcounty.webex.com/cobbcounty/j.php?MTID=m85412ac136835cfb989130e94d0a309f>

Meeting Number (Access Code): 2315 366 8267

Meeting Password: 589mMc8MQYV

Proposals Are Received in the Cobb County Purchasing Department
122 Waddell Street NE
Marietta, GA 30060

Before 12:00 P.M. (Noon) By the Proposal Closing Date

Proposal Will Be Opened in the Cobb County Purchasing Department at 2:00 pm
122 Waddell Street NE
Marietta, GA 30060

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 1 COPY, AND FIVE (5) IDENTICAL
ELECTRONIC COPIES ON FLASH DRIVE(S) OF PROPOSAL
(UNLESS OTHERWISE SPECIFIED IN PROPOSAL SPECIFICATIONS)**

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposals or subsequent data thereto received from a source other than the Cobb County Purchasing Department.



**COBB COUNTY
PURCHASING DEPARTMENT**

122 Waddell Street NE
Marietta, Georgia 30060
phone: 770-528-8400 • fax: 770-528-8428

ADDENDUM NO. 1

**Sealed Proposal # 24-6833
Request for Proposals
Human Resource Information Systems and Related Products and Services
Cobb County Procurement Services Department**

Date: July 18, 2024

Page 1 of 10

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 and Clarifications from Pre-Proposal Meeting on July 10, 2024**
- **Sign-In Sheet(s) from Pre-Proposal Meeting**
- **Questions Submitted in Writing**

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 proposal submittal.

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

Company Name

Date

Signature

Print Name

All proposals must be received before 12:00 (noon) by the Proposal Close date. Proposals shall be delivered to Cobb County Procurement Services Department, 122 Waddell Street, Marietta, GA 30060.