



Quote#: Q-54684
 Expires: 9/27/2020
 Sales Executive: Ryan Robatzek

ORDER FORM

Order Type: Quote
 Date: 9/3/2020

Bill To Contact:

Bill To: CITY OF FLAGSTAFF
 211 WEST ASPEN AVENUE
 FLAGSTAFF, AZ 86001 USA

Ship To Contact: Brandi Suda

Ship To: CITY OF FLAGSTAFF
 211 WEST ASPEN AVENUE
 FLAGSTAFF, AZ 86001 USA

Ship to Phone: 928-213-2217
 Contact: Brandi Suda
 Email: bsuda@flagstaff.az.gov

Currency: USD
 Customer PO Number:
 Solution ID: 6110573
 Initial Term: 36 months
 Billing Start Date: 180 Days from Execution of
 Order Form
 Data Center Location: USA

Shipping Terms: Shipping Point
 Ship Method:
 Freight Term: Prepay & Add
 Renewal Term: 12 months
 Payment Term: Net 30 Days

Order Notes:

This order entered into between the Customer and Kronos Incorporated is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

The fees for the Applications are invoiced 60 days prior to the Billing Start Date.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
WORKFORCE DIMENSIONS TIMEKEEPING HOURLY	850	USD 5.00	USD 4,250.00
WORKFORCE DIMENSIONS ACCRUALS	850	USD 0.50	USD 425.00
WORKFORCE DIMENSIONS INTEGRATION TO WORKFORCE TELESTAFF	1	USD 0.00	USD 0.00
Total Price			USD 4,675.00

Tiered Pricing Application

Billing Frequency: Annual in Advance

Description	Total License Count	License Count Tier	Total Monthly Price
WORKFORCE DIMENSIONS MICROSOFT OUTLOOK PLUGIN	850	1 to 2500	USD 125.00
Monthly Total			USD 125.00

Education Services

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Total Price
KnowledgeMap Live SMB 1st Year Training	10	USD 0.00
KnowledgeMap Live SMB Subscription	5	USD 1,800.00
Total Price		USD 1,800.00

Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
WORKFORCE DIMENSIONS USER ADOPTION ASSESSMENT	Grouped	1	USD 2,400.00	USD 2,400.00
WORKFORCE DIMENSIONS TRAIN THE TRAINER PACKAGE	Grouped	1	USD 2,400.00	USD 2,400.00
Total Price				USD 4,800.00

A La Carte Services

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
Dimensions Project - Onsite Assessment - 3 days onsite	Grouped	3	USD 0.00	USD 0.00
Dimensions Project - Onsite User Acceptance Testing Support - 3 days onsite	Grouped	2	USD 0.00	USD 0.00
Timekeeping - Attestation Plus Service	Grouped	1	USD 0.00	USD 0.00
Total Price				USD 0.00

Bill As You Go Services

Billing Frequency: Billed monthly as delivered

Item	Billing Role	Quantity	Unit Price	Total Price
WORKFORCE DIMENSIONS MIGRATION SMB	Kronos Consultant	1	USD 0.00	USD 0.00

Item	Billing Role	Quantity	Unit Price	Total Price
WORKFORCE DIMENSIONS MIGRATION SMB	Integration Consultant	1	USD 0.00	USD 0.00
WORKFORCE DIMENSIONS MIGRATION SMB	Integration Build Consultant	1	USD 0.00	USD 0.00
WORKFORCE DIMENSIONS MIGRATION SMB	Technology Consultant	1	USD 0.00	USD 0.00
Total Price				USD 0.00

Quote Summary

	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 4,800.00

	Total Price
Purchased Training	USD 1,800.00

	Total Price
Total Fixed Fees	USD 4,800.00

	Total Price
Total One Time Fees	USD 0.00

	Total Price
Total Bill As You Go Services	USD 0.00

CITY OF FLAGSTAFF

Kronos Incorporated

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

Scope Statement

Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to City of Flagstaff (“Customer”) related to the Core entitlements, Value-add entitlements, and/or Optional Services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy Core entitlements, as well as easily layer Value-add entitlements and functionality over time based on your priorities, schedule, and resources.

The Kronos Workforce Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing your Kronos Workforce Dimensions Agreement (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

Your Workforce Dimensions Solution

City of Flagstaff and Kronos are on-boarding the following Workforce Dimensions entitlements with:

- 1 State(s)/Province(s)
- 1 EIN(s)

Core Entitlements	On-boarding Type	Number of Employees
Workforce Dimensions Timekeeping Hourly	Net New	850
Workforce Dimensions Accruals	Net New	850

City of Flagstaff and Kronos Collaboration

A successful project requires close collaboration between City of Flagstaff and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Kronos Workforce Dimensions solution in support of your organization’s business outcomes. Your organizations participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt. Please review the Kronos Paragon™ Overview for the project life cycle, roles & responsibilities in more detail in the following link:

[Kronos Paragon Overview](#)

Project Overview

Project Management services include:

- Kronos Project Manager working with Customer Project Manager to jointly run the project.
- Transition to Kronos Global Support after the first deployment go-live.
- Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.

Implementation:

- Fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 4-8 months depending on the number of entitlements selected. Onboarding support for these time spans are included in the scope. Extended project timelines requested by customers can be supported with additional professional services and will be agreed via change order.

Remote Implementation approach:

- Kronos will conduct one Solution Development Workshop with your project team to create one solution design for your organization.
- Your team will conduct one testing cycle to accept that solution, which Kronos will support.
- Kronos will support one production go-live and provide knowledge transfer to allow you to be self-sufficient in any subsequent phased go-lives you choose to conduct for that module.
- Your selection of optional deployment services:
 - 3 three consecutive days of onsite consulting for your Solution Development Workshop. Travel expenses are not included and will be invoiced separately as incurred.
 - 2 three consecutive days of onsite support for User Acceptance Testing. Travel expenses are not included and will be invoiced separately as incurred.

Deployed Solution:

- Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlements. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
- Kronos will deliver the integrations using the Dell Boomi™ Workforce Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via Workforce Dimensions and transfers data via flat files (CSV) to the Workforce Dimensions secure FTP (SFTP) environment.

Educational Services

Kronos KnowledgeMap™

- Targeted training is included to get the customer team knowledgeable quickly and to maximize solution adoption with Kronos KnowledgeMap™ - a progress tracking, online education portal providing anytime, anywhere access to self-paced learning and performance support resources – and the opportunity to leverage instructor led training with Kronos KnowledgeMap™ Live.

Kronos KnowledgeMap™ Live

- Provides the flexibility to send team members to virtual webinar and hands-on instructor led training during each phase of the project. It also allows new users to get onboard easily. Classes are offered by job role on a rotating course schedule to ensure the right training at the right time, including:
 - **Core Team** training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
 - **Application Administrator** training to prepare functional super users to perform daily and periodic system administration tasks.
 - **IT Specialist** training to prepare technical super users to perform tasks in areas such as security, device management and integration.

The following Kronos KnowledgeMap™ Live Passes are provided:

Number		Year
10	passes for core project team members	1
5	passes for key functional and technical team members, renewable	2+

Kronos training curriculums can be reviewed on the Kronos customer community website.

<https://community.kronos.com/s/learn-wfd>

Your selection of optional education services

QTY	Optional Service	Description
1	User Adoption Assessment	A Kronos User Adoption Consultant work with designated customer resources to ensure ongoing user adoption including: <ul style="list-style-type: none"> • Evaluation of user adoption needs

		<ul style="list-style-type: none"> • User Adoption Action Plan • Adaptable change management and user training templates
1	Train the Trainer Package	<p>A Kronos Certified Instructor will work with designated customer training resources to support the delivery of user training utilizing a train the trainer approach including:</p> <ul style="list-style-type: none"> • Workshop focused on user training delivery for manager and employee roles with a Kronos User Adoption Consultant • Review of manager level course for 1-5 participants • Editable manager level course PowerPoint and participant guide (Manager Tasks and Outcomes course) • Standard hands-on captured exercises created in Adobe Captivate with the most common tasks for managers • Each Train the Trainer package purchased is for 1 workshop session

Core Deliverables

Working in close collaboration, City of Flagstaff and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
Timekeeping	<p>Workforce Dimensions Timekeeping gets you started with the ability to accept punches and pay employees accurately through these core capabilities:</p> <ul style="list-style-type: none"> • Time capture and workflow automation • Adherence to policy through automated pay calculations • Automated time collection • Time-off balance tracking • Access to timekeeping information and self-service workflows • Visibility into labor tracking and accounting • Access to schedules • Mitigation of compliance risk • Proactive exceptions management <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Employee Pay Groups <ul style="list-style-type: none"> ○ Up to 8 total Employee Pay groups to be used across core entitlements noted in your Workforce Dimensions Solution above. ○ Employee Pay Groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g. overtime, , shift premiums, holiday zones, etc.). • User Personas and Roles <ul style="list-style-type: none"> ○ Up to 5 functional and data security Personas: <ul style="list-style-type: none"> • 1 payroll administrator role • 2 types of manager roles • 2 types of employee roles (e.g. "Payroll Admin", "Manager", "Salaried Employee", "Hourly Employee"). ○ We will also provide knowledge transfer to the customer team to configure additional Personas as you require them. • Data collection devices <ul style="list-style-type: none"> ○ Configure up to 5 Timekeeper Terminals with TouchID and provide knowledge transfer for customer to configure remaining terminals. • Business Data Automation: includes a reoccurring person import for employee demographic data as well as one-time initial loads of business structure and labor categories to avoid manual and time-consuming entry tasks before go-live. <ul style="list-style-type: none"> ○ Labor Category Lists Import ○ Labor Category Profile Import ○ Organizational Sets Import

- 2 integration templates – Accrual Reset Import and a Payroll Export that runs at the end of the pay period
- Strategic Technical Advisor (STA) service included. The STA functions as the customer’s single point of contact for technology related considerations. They will engage with the customer’s technical teams and Kronos Technology Partners to assist with network infrastructure assessment, client access methods such as desktop, mobile, data collection devices and technology partner solutions. Additionally, the STA will advise, mentor and guide clients throughout solution implementation and adoption. The STA provides:
 - Technical readiness plan
 - Clock migration plan
 - Successful SSO deployment
 - Technical guidance & knowledge transfer

Timekeeper A la carte items selected:

- 1 Attestation Plus Service
 Workforce Dimensions provides a powerful Attestation platform allowing complex regulations and business requirements to be met with workflows and notifications. The Attestation Plus Pack represents a combination of the most common additional services requested, which provide your business the right foundational layer.

Services Include:

- Manager notification based on positive or negative responses to employee
- One (1) employee question based on one (1) of the following conditions.
 - The employee’s schedule
 - The time of the punch
 - The employee’s location
 - A job transfer

Three (3) workflow-based questions to guide employees through the attestation process for a single common event (*e.g. follow up on why a meal break wasn’t taken, clarify if a manager was notified about unsafe conditions*)

- A pay code edit interface to process attestation outcomes programmatically

Accruals

Workforce Dimensions Accruals entitlement adds comprehensive accrual administration to Workforce Dimensions Timekeeping by automatically enforcing your time-off policies with:

- Automated accruals policy
- Access to timekeeping information and self-service workflows
- Mitigation of compliance risk
- Time-off balance tracking
- Visibility into labor tracking and accounting

Scope assumptions

- Up to 10 configurable accrual policies
- Accruals Balance Data Import template

Your Selection of Technology Partner Integrations:

- Microsoft Outlook Integration

Your Selection of Optional Services:

Optional Service	Description
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<p>Business Data Automation (T3)</p>	<p>Kronos provides the ability to keep your Workforce Management systems' business structure refreshed as your business organization changes to support new business goals, reorganizations, new locations, acquisitions, divestures, etc.</p> <p>In addition to the business data automation included, this service provides additional recurring and fully automated (adds and changes) integrations to help eliminate costly and time-consuming manual entries through the following:</p> <ul style="list-style-type: none"> • Labor Category List Import • Labor Category Profile Import • Organizational Sets Import • Employee Group Import
<p>Solution Quality Assurance - Boot Camp</p>	<p>Kronos will conduct a test case development boot camp with the customer-side team to complete a Traceability Matrix and test cases per design elements available at the time of the boot camp. The customer team will execute these scripts and record the result, reporting successes and issues. 3 days onsite, travel expenses billed separately.</p>
<p>Data Extraction Tool Kit</p>	<p>This toolkit permits extraction of data which enables sharing Workforce Dimensions data with other key business systems, such as Customer Relationship Management, Enterprise Data Warehouse, Enterprise Resource Planning, Point of Sale, Finance, and other solutions. Data can be extracted in the following standard views as needed: Timecard, Person, Schedule, Schedule Group and Totals.</p>

COOPERATIVE PURCHASE CONTRACT

Contract No. 2021-29

This Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Kronos, Incorporated, a Massachusetts Corporation ("Contractor").

RECITALS:

- A. Contractor has a cooperative purchasing contract #18221 with Cobb County through Omnia Partners - Public Sector to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract; and
- C. The terms and conditions of the above referenced Agency Contract, as of the date of execution of this Agreement, are hereby incorporated by reference. The City, as an eligible Participating Public Agency, shall assume the rights and obligations of the Customer (as defined in the Agency Contract) when making purchases of goods or services under the Agency Contract and terms and conditions of the Agency Contract shall apply to the City as they apply to the Customer, except as otherwise specified herein.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Materials and or Services Purchased: Contractor shall provide to City the products and or services, as set forth in the Order Form attached hereto as *Exhibit A* in accordance with the Agency Contract. General description of the products and or services being purchased:

Workforce Payroll and Time Entry Software

2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Order Form attached hereto as *Exhibit A* and incorporated by reference or as set forth in the Agency Contract.
3. Payment: Payment to the Contractor for the materials and or services provided not to exceed **one hundred eighty-one thousand two hundred dollars (\$181,200.00) including other fees and taxes**; made in accordance with the price list and terms set forth in the Agency Contract.
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in *Exhibit B* attached hereto and incorporated by reference.
5. Certificates of Insurance: Kronos has attached its Insurance information as Exhibit C attached hereto, and prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
6. Term: The term of this Agreement shall begin upon the date all parties have executed the Agreement ("Execution Date") and shall terminate in accordance with the Agency Contract.
7. Extension: After the Initial Term set forth on the Order Form attached as Exhibit A hereto, this

Agreement may be extended annually for up to three years upon mutual written agreement of both parties, unless the underlying Agency Contract (Cobb County #18222) expires or terminates.

8. Renewal: This Agreement shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

9. Termination for Non-Appropriation of Funds: The City may terminate all or a portion of this Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor, with such termination effective thirty days from the date written notice is received by the Contractor.

KRONOS, INCORPORATED:

By: _____

Title: _____

CITY OF FLAGSTAFF

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

**EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY
KRONOS ORDER FORM**

Kronos Inc. Quote to the City of Flagstaff Quote (attached)

**EXHIBIT B
AGENCY CONTRACT**

Cobb County Cooperative Contract #18221 and Amendments 1 & 2 (attached)

**EXHIBIT C
INSURANCE EXHIBIT**

Kronos shall procure and maintain, at all times and at its own expense, during the term of this Agreement or as otherwise specified below, the types of insurance(s) specified below. **Customer shall be listed as an additional insured for ongoing operations.**

A. Commercial General Liability

Kronos shall provide coverage on a Commercial General Liability Occurrence Coverage Form limits of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate. Limits may be achieved via a combination of primary and umbrella/excess insurance.

B. Workers' Compensation

Kronos shall provide Workers' Compensation. Employers' Liability coverage is required with limits of the following:

Bodily Injury by Accident.....	\$1,000,000 Each Accident
Bodily Injury by Disease.....	\$1,000,000 Each Employee
Bodily Injury by Disease.....	\$1,000,000 Policy Limit

C. Umbrella/Excess Liability

Limits of liability of \$5,000,000 per occurrence.

D. Automobile Liability

Limits of liability of at least \$1,000,000 combined single limit, including but not limited to, all owned, hired and non-owned motor vehicles.

E. Professional Liability/ Errors & Omissions

Kronos shall maintain coverage on a Professional Liability Form (or equivalent) in the amount of \$2,000,000 per claim with a \$2,000,000 annual aggregate.

F. Cyber Risk Liability

Kronos shall maintain coverage on a Cyber Risk Liability Form (or equivalent) in the amount of \$2,000,000 per claim with a \$2,000,000 annual aggregate.

G. All Risk Property Insurance

Kronos shall provide All Risk Property Insurance in an amount not less than the full replacement cost of Kronos's property.

H. Miscellaneous

1. Kronos shall supply Customer with the above proof of insurance, as required upon the signing of this Agreement.

2. All insurance companies for each of the coverages set forth above must be rated A- or better with a financial rating of VII or better in the most recent A.M. Best's Rating Guide.